



East Bay Innovation Academy

Board Meeting

Date and Time

Monday August 21, 2023 at 8:00 PM PDT

Location

EBIA's regular board meetings are held in person at EBIA, 3400 Malcolm Avenue, Oakland, CA at 8 PM.

Agenda

	Purpose	Presenter	Time
I. Opening Items			8:00 PM
Opening Items			
A. Record Attendance and Guests		Rochelle Benning	1 m
B. Call the Meeting to Order		Rochelle Benning	1 m
C. Review and Approve Minutes from 6/8/2023 REGULAR Board Meeting	Approve Minutes	Rochelle Benning	1 m
D. Opening Session - Public Comment (Any Agenda or Non-Agenda Items)		Rochelle Benning	15 m
Public comment is limited to a maximum of 3 minutes of comment time per speaker			
II. Board Governance & Consent Agenda			8:18 PM

	Purpose	Presenter	Time
A. Review and Approve East Bay Innovation Academy Consent Agenda Items	Vote	Rochelle Benning	5 m

Consent Agenda Items:

- Core Data Collaborative MOU and Data Sharing
- Elevate K12 contract (10th grade ELA teacher)
- June and July Check and Credit Card Registers
- EBIA Student and Family Handbook 2023 - 2024
- EBIA Staff Handbook 2023 - 2024
- Updated 23-24 school calendar
- Consolidated Application
 - Protected Prayer Certification Data Entry
 - LCAP Federal Addendum Certification Data Entry
 - Certification of Assurances Data Entry
 - Application for Funding Data Entry
- Individual Services Agreement for Non-Public School
- Revolution Foods 23-24 Agreement
- Apex Contract 23-24
- PowerSchool Contract 23-24
- New Tech Network (Echo) contract 23-24
- LLN Contract (8th-grade Spanish teacher) 23-24
- Resolution to Designate Bank Signatories
- Achieve 3000 purchase order 23-24
- Lina's Janitorial Services Contract 23-24
- Policy for skipping a grade level

B. EBIA Board of Directors Addition: Brett van Zuiden	Vote	Rochelle Benning	10 m
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The EBIA Board Chairman is recommending that the EBIA board approve the addition of Brett van Zuiden to the EBIA board.

Brett van Zuiden is the Chief Information Officer for Summit Public Schools.

After over a decade working in the technology sector, Brett strives to empower Summit educators with insights and tools to better serve our students. Brett got his start in education at Clever where he built data products used by millions of teachers and tens of thousands of schools. He then joined Outschool, a provider of live online classes for kids, where he led the team responsible for the learner experience and online classroom. Now at Summit, he brings his background in technology leadership

	Purpose	Presenter	Time
and product development to ensure Summit leaders and educators have the information and capabilities they need to improve student outcomes. Brett graduated from the Massachusetts Institute of Technology with a Bachelor of Science in Computer Science and Electrical Engineering, with minors in Mechanical Engineering and Mathematics. He lives in Oakland with his wife and 18 month old son and enjoys lots of hobbies, including soccer, guitar, surfing, reading, and cooking.			

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| <p>C. Board of Directors Resignation: Ken Berrick</p> <p>Ken Berrick has resigned from the EBIA Board of Directors</p> | FYI | Rochelle Benning | 5 m |
|---|-----|------------------|-----|

III. Academic Excellence 8:38 PM

Academic Excellence

- | | | | |
|--|---------|-----------------|------|
| <p>A. EBIA Executive Director's Report</p> <ul style="list-style-type: none"> - Summer and Start of School - Staffing Update - Initial Observations and 2023 - 2024 Priorities - Verbal Enrollment Update | Discuss | Miranda Thorman | 15 m |
| <p>B. EBIA Academic Report - SBAC, MAP, and AP Results for 2022 - 2023</p> <p>SBAC, MAP, and AP results from 2022-2023</p> <p>Action steps for 2023-2024</p> | Discuss | Miranda Thorman | 20 m |
| <p>C. 2023 -2024 Staffing: Declaration of Need for Fully Qualified Educators</p> <p>2023 -2024 Staffing: Declaration of Need for Fully Qualified Educators</p> | Vote | Miranda Thorman | 5 m |

IV. Finance and Development 9:18 PM

Finance

- | | | | |
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| <p>A. East Bay Innovation Academy - Finance Update</p> <p>EdTec will join the EBIA Board at the September, November, February, April, May and June 2023 - 2024 Board Meetings. Alternate month updates will be high level as needed provided by the Executive Director and/or Senior Director of Operations.</p> | FYI | Miranda Thorman | 5 m |
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	Purpose	Presenter	Time
V. Facility Updates			9:23 PM
A. Facilities Updates	Discuss	Miranda Thorman	5 m
- Verbal update on facilities matters			
VI. School Governance and Other Matters			9:28 PM
A. Confirm Board Meeting Dates through 2022 - 2023 School Year (and early 2023 - 2024)	Discuss	Rochelle Benning	1 m
Current board meetings through the end of the school year are scheduled as follows - do we need to make any adjustments that we can incorporate into our schedule now?			
8:00 PM Wednesday, 9/20/2023			
8:00 PM Wednesday, 10/18/2023			
8:00 PM Wednesday, 11/15/2023			
December 2023 Winter Break			
8:00 PM Wednesday, 1/17/2024			
8:00 PM Wednesday, 2/21/2024			
8:00 PM Wednesday, 3/20/2024			
8:00 PM Wednesday, 4/17/2024			
8:00 PM Wednesday, 5/15/2024			
8:00 PM Wednesday, 6/12/2024			
July 2024 Summer Break			
8:00 PM Wednesday, 8/21/2024			
B. Closing Session - Public Comment (Any Agenda or Non-Agenda Items)	FYI	Rochelle Benning	10 m
Public comment is limited to a maximum of 3 minutes of comment time per speaker			
VII. Closing Items			9:39 PM
A. Adjourn Meeting	Vote	Rochelle Benning	1 m

Coversheet

Review and Approve Minutes from 6/8/2023 REGULAR Board Meeting

Section: I. Opening Items
Item: C. Review and Approve Minutes from 6/8/2023 REGULAR Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on June 8, 2023

APPROVED



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Thursday June 8, 2023 at 8:00 AM

Location

3400 Malcolm Avenue, Oakland, CA

Directors Present

Kelly Garcia, Michael De Sousa, Rochelle Benning

Directors Absent

Brad Edgar, Devin Krugman, Ken Berrick

Guests Present

Bonita Herrera, Carolyn Gramstorff, Jenna Stauffer, Miranda Thorman

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Thursday Jun 8, 2023 at 8:05 AM.

C. Review and Approve Minutes from 5/31/2023 REGULAR Board Meeting

Rochelle Benning made a motion to approve the minutes from 5/31/2023 board meeting East Bay Innovation Academy Board Meeting on 05-31-23.

Kelly Garcia seconded the motion.
The board **VOTED** to approve the motion.

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

No public comment.

II. Consent Agenda

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

Rochelle Benning made a motion to approve the consent agenda.
Kelly Garcia seconded the motion.
Pulled item- see board agenda.
The board **VOTED** to approve the motion.

III. Academic Excellence

A. Local Control Accountability Plan Review and Approval

Jenna presented to the board. See packet for specific details.
Rochelle Benning made a motion to approve the LCAP with the permission granted to the ED to edit and fix all typos.
Kelly Garcia seconded the motion.
The board **VOTED** to approve the motion.

B. 2023 -2024 Staffing: Declaration of Need for Fully Qualified Educators - PULLED ITEM - NO REVIEW AT THIS MEETING

Shelly presented this item to the board.

IV. Finance and Development

A. East Bay Innovation Academy - Finance Update

Shelly presented the 2023-2024 budget for approval. Mike, from Ed Tech, answered all questions.
Rochelle Benning made a motion to approve the multi-year budget plan.
Kelly Garcia seconded the motion.
The board **VOTED** to approve the motion.

V. Facility Updates

A. Facilities Updates

Shelly presented an update. For specifics please see board packet.
Rochelle Benning made a motion to authorize the Executive Director and the Board Chair to negotiate the final facility agreements.

Michael De Sousa seconded the motion.
The board **VOTED** to approve the motion.

VI. School Governance and Other Matters

A. Confirm Board Meeting Dates through 2022 -2023 School Year (and early 2023 - 2024)

Shelly discussed potential for summer board meetings but if needed will reach out.

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

No public comment.

VII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:29 AM.

Respectfully Submitted,
Kelly Garcia

Coversheet

Review and Approve East Bay Innovation Academy Consent Agenda Items

Section: II. Board Governance & Consent Agenda
Item: A. Review and Approve East Bay Innovation Academy Consent Agenda Items
Purpose: Vote
Submitted by:
Related Material:
CORE DUA Joinder to DUA -EBIA (1).pdf
[completed] EBIA MOU SERVICE PROVIDER CORE Districts.pdf 23-25.pdf
Elevate_K-12_EBIA_Master_Sales_Agreement_FY24.pdf
EBIA June 2023 Check Register.pdf
EBIA July 2023 Check Register.pdf
23-24 Family-Student Handbook.pdf
EBIA Employee Handbook SY 23-24.docx.pdf
SY. 2023-24 Calendar (ENG) FINAL (3).pdf
2023–24 Protected Prayer Certification Data Entry (CARS) (CA Dept of Education).pdf
2023–24 LCAP Federal Addendum Certification Data Entry (CARS) (CA Dept of Education).pdf
2023–24 Certification of Assurances Data Entry (CARS) (CA Dept of Education).pdf
2023–24 Application for Funding Data Entry (CARS) (CA Dept of Education).pdf
Individual Service Agreement_081623_Redacted.pdf
23-24 Revolution Foods agreement.pdf
PowerSchool Contract 23-24.pdf
East Bay Innovation Acad_2023-24 NTN Echo Affiliate Agreement_DS 062623.pdf
Edmentum (Apex) Contract.pdf
East Bay Innovation Academy Onsite LLN Agreement 2023-2024.pdf
Bank Signature Resolution 23-24.pdf
PO 4004, Achieve3000 EBIA 2023.08.04.pdf
Lina's Janitorial Services Contract 23-24.pdf

Attachment E

Joinder Agreement – East Bay Innovation Academy and CORE Districts Data Use Agreement

This Joinder Agreement (hereinafter referred to as “Joinder”) is effective as of _____ by and among the undersigned East Bay Innovation Academy (hereinafter referred to as EBIA), whose address is listed on the signature page hereto, and the parties to that certain Data Use and Confidentiality Agreement dated February 2019 (“the Data Use Agreement”)

EBIA hereby agrees that upon execution of this Joinder, Bridge shall be bound by all of the terms and conditions of the Data Use Agreement and shall be deemed a party to such Data Use Agreement in all respects.

Additionally, Bridge hereby agrees to provide members of the CORE Districts staff, as well as employees of Contemporary Mathematics¹, Inc., permission to view, report and access student level data and analytics using only secure and FERPA compliant mechanisms to support professional learning and use of data dashboards, displays, and reports for staff.

This agreement is only active while the district is a member of the CORE Data Collaborative with an active data use agreement.

This Joinder, together with the Data Use Agreement, represents the agreement and understanding between the parties with respect to its subject matter. The Joinder, together with the Data Use Agreement, supersedes all prior or contemporaneous discussions, representations, or agreement, whether written or oral, of the parties regarding this subject matter.

East Bay Innovation Academy

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

¹ Contemporary Mathematics is CORE’s data partner who supports data dashboard and data reporting

AGREEMENT FOR SCHEDULED SERVICES – CORE DATA COLLABORATIVE

DATE: June 27, 2023

PARTNERING EDUCATION AGENCY: East Bay Innovation Academy

ADDRESS: 3800 Mountain Blvd.Oakland, CA 94619

BILL TO: [East Bay Innovation Academy]

CONTACT PERSON: [Miranda Thorman, Executive Director]

TELEPHONE: [510-577-9557]

SERVICE PROVIDER: CORE Districts

TYPE OF SERVICE: Data analysis, reporting, and professional learning

TOTAL CONTRACT COST: Up to \$2,050 for SY23-25

SCHEDULED SERVICES AGREEMENT

THIS SCHEDULED SERVICES AGREEMENT (the "Agreement"), made this **June 27, 2023**, by and between **East Bay Innovation Academy** with offices for the transaction of business located at **3800 Mountain Blvd. Oakland, CA 94619** (the "Client"), and CORE Districts, a California nonprofit, nonstock corporation with offices located at 1107 9th Street, Suite 500, Sacramento, CA 95814.

IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable consideration, the parties agree as follows:

1. Term:

The term of this Agreement shall commence **July 1, 2023**, and shall terminate on **June 30, 2025**. Notwithstanding the aforesaid term, CORE Districts shall perform his/her services only to the extent authorized by the Client and/or its designee and in the manner set forth in paragraph 3 of this Agreement, and in no event beyond **June 30, 2025** except upon mutual agreement between the parties.

2. Conditions:

The Client shall retain CORE Districts, and CORE Districts shall serve the Client based upon the terms and conditions hereinafter set forth.

3. Services:

CORE Districts and its subcontractors at Education Analytics shall complete the Scope of Work as outlined in Attachment A.

4. Fees for Services:

CORE Districts shall receive a maximum fee of **\$2,050** for the services provided to the Client under this agreement as outlined in Attachment A. The schedule of payment to CORE Districts for services rendered to the Client shall be as described in Attachment A. Payment of all invoices shall be made by the Client within thirty (30) days from the date of each invoice. If the Client has a dispute about an invoice, the Client shall provide written notice of such dispute, including a detailed explanation of the dispute, within fifteen (15) days of the date of such invoice. All amounts invoiced shall be deemed overdue, if, unless disputed by the Client as provided herein, they remain unpaid thirty (30) days after they become due and payable. Overdue invoices shall bear interest at the rate of one percent (1%) per month. The Client shall reimburse CORE Districts for all costs (including reasonable attorneys' fees) incurred in collecting past due amounts.

5. Deliverables Acceptance:

Unless otherwise stated in the Statement of Work (set forth in Attachment A), the Client shall advise CORE Districts in writing within thirty (30) days of receipt of a deliverable whether the Client accepts or rejects such deliverable. In the event that the Client does not respond in writing within such thirty (30) day period, then the deliverable shall be deemed accepted. If the

Client rejects a deliverable within the thirty (30) day period, then the Client shall provide to CORE District a written statement of the reasons for such rejection. Upon rejection, CORE Districts shall correct such errors within twenty (20) business days and resubmit the deliverable to the Client for evaluation pursuant to this Section.

6. Termination:

Either party may terminate this Agreement on thirty (30) days written notice, with or without cause. All amounts due for work performed through the date of termination of the Agreement pursuant to the fee schedule set forth in Attachment A shall be due and payable by the Client within thirty (30) days from the date of termination.

7. Relationship Between the Parties:

CORE Districts and/or CORE Districts' representatives acknowledge that they will not hold themselves out as employees of the Client. CORE Districts and/or CORE Districts' representatives are retained by the Client only for the purposes and to the extent set forth in this Agreement, and their relationship to the Client shall, during the periods of service hereunder, be that of an independent contractor. CORE Districts and/or CORE Districts' representatives shall not be considered as having employee status and shall not be entitled to participate in any of its workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, the relationship between CORE Districts and/or CORE Districts' representatives and the Client shall not be construed to create a principal-agent relationship, or partnership or joint venture.

8. Defense and Indemnification:

The Client agrees to indemnify and hold harmless CORE Districts from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Client arising out of or in connection with the provisions of this Agreement and any actual or alleged infringement of a third parties intellectual property. CORE Districts agrees to indemnify, hold harmless and defend the Client from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of CORE Districts arising out of or in connection with the provisions of this agreement and any actual or alleged infringement of a third parties intellectual property.

9. Ownership:

- a) The Client acknowledges and agrees that CORE Districts shall remain the sole and exclusive owner of all right, title and interest in and to CORE District's Existing Technology and Intellectual Property (defined below). The Client acknowledges that it acquires no rights under this Agreement to CORE District's Existing Technology and Intellectual Property other than the limited rights specifically granted in this Agreement.
- b) The parties agree that performance hereunder may result in the development of new concepts, methods, techniques, processes, adaptations and ideas which may be embedded in the deliverables set forth in Attachment A ("New Intellectual Property") and agree that any New Intellectual Property shall be the property of CORE Districts. The CORE Districts hereby grants to the Client a royalty-free, nonexclusive right and

license to use, reproduce and distribute the New Intellectual Property for the purposes of the Client's internal purposes only.

- c) To the extent that any of CORE Districts' Existing Technology is included in the deliverables, CORE Districts hereby grants to the Client a royalty-free, nonexclusive license to use, reproduce and distribute the Existing Technology during the term of this Agreement solely as part of the deliverables and for internal purposes only. If, however, the Client desires to use a deliverable for educational or research purposes and such deliverable contains Existing Technology, the Client shall furnish CORE Districts with a written statement outlining such proposed use along with a request for approval no less than sixty (60) days in advance of such proposed use. CORE Districts shall have thirty (30) days from the date that such request was received to grant or refuse such request.
- d) The Client may not (i) disassemble, decompile or reverse engineer CORE Districts' Existing Technology and Intellectual Property, (ii) use CORE Districts' Existing Technology and Intellectual Property in any manner outside the scope of this Agreement, or (iii) perform or permit sublicensing or other distribution of CORE Districts' Existing Technology and Intellectual Property in any form.
- e) Definitions.
 - (i) The term "Existing Technology" shall mean any CORE Districts tool (or the tools of CORE Districts' subcontractors), such as Value-Added Analytics, which may (or may not) have copyright, patent and/or trade secret rights.
 - (ii) The term "Intellectual Property" shall mean any invention, discovery, improvement, copyrightable work, trademark, trade secret, and know-how and related rights of CORE Districts (or that of the CORE District's subcontractors). The term "Intellectual Property" shall include, but not be limited to, individual or multimedia works, records of confidential information, data, instructional materials, tests, or research findings. Intellectual Property may exist in a written or electronic form, and may be in the form of text, multimedia, computer programs, spreadsheets, formatted fields in records or forms within files, databases, graphics, digital images, video and audio recordings, live video or audio broadcasts, slides, charts, or other visual/audio aids.
 - (iii) The term "New Intellectual Property" has the meaning described in paragraph 9(b) above.

10. Nondisclosure:

- a) Unless expressly authorized in writing by the other party, each party agrees to retain the other party's Confidential Information (defined below) in confidence and will not copy or disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as permitted by the other party. Each party agrees to protect the other party's Confidential Information disclosed to it to the same extent and in the same manner that it would protect its own Confidential Information, but in no event shall such efforts fall below a level of reasonable care. Confidential Information of one party may only be disclosed to the other party's employees and then, only to the extent that such employees have a specific need to know of the Confidential

Information. Before receiving any part of the other party's Confidential Information, each party's employees will be required to read this Agreement and acknowledge and agree to abide by their employer's obligations hereunder.

- b) Each party will notify the other party promptly upon discovery of the loss of any item containing the other party's Confidential Information and of any circumstances of which it has knowledge surrounding any unauthorized possession, use or knowledge of the other party's Confidential Information.
- c) Notwithstanding any other provision of this Agreement, each party acknowledges that Confidential Information will not be deemed to include any information which:
 - i) Is or becomes publicly known through no wrongful act of a party;
 - ii) Is lawfully and without breach of any agreement, in a party's possession other than from disclosure by the other party;
 - iii) Was independently developed by a party without breach of this Agreement.
- d) Each party will be relieved of its obligation hereunder if and to the extent that Confidential Information:
 - i) Is disclosed pursuant to the lawful requirement of a Governmental Agency, or disclosure is required by operation of law; or
 - ii) Is explicitly approved for release by written authorization by the other party.
- e) No license, express or implied, in the Confidential Information of one party shall be granted to the other party other than to use the information in the manner and to the extent authorized by this Agreement.
- f) Notwithstanding termination of this Agreement, each party's duty to protect the other party's Confidential Information will remain in full force and effect until such information is no longer Confidential Information. The obligations of each party under this paragraph 10 shall survive the termination of this Agreement.
- g) The term "Confidential Information" shall mean any proprietary business or technical information disclosed by one party to the other party in relation to this Agreement. CORE Districts' Existing Technology and Intellectual Property shall conclusively be deemed to be Confidential Information.

11. Miscellaneous:

- a) Any alteration, change, addition, deletion, or modification of any of the provisions of this Agreement or any right either party has under this Agreement must be made by mutual assent of the parties in writing and signed by both parties.
- b) This Agreement shall be governed by the laws of the State of California. Any dispute with respect to this Agreement is subject to the laws of California, venue in Sacramento County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of

any action or proceeding under this Agreement. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

- c) **Entire Agreement.** This Agreement constitutes the full and complete agreement between CORE Districts and the Client, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.
- d) **Dispute Resolution.** In the event of a dispute among the parties to this Agreement regarding the provisions of this Agreement, any party may, by written notice to the other parties, call for mediation of the dispute before a mediator to be agreed upon by the parties. If the dispute is not resolved by mediation within 30 days of such notice, then any party may proceed to exercise all rights and remedies available under applicable law and this Agreement.
- e) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- f) **Assignment.** Neither party may assign its interests in this Agreement without the prior written consent of the other party; provided, however, such party's consent shall not be unreasonably withheld.
- g) **No Waiver.** Neither party shall, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of the Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other shall not be construed as nor constitute a continuing waiver of such breach or of breaches of the same or other provisions of this Agreement.
- h) **Notice.** Unless otherwise specifically provided in this Agreement, all notices and other communications required or permitted to be given hereunder shall be in writing, directed or addressed to the respective addresses of the parties set forth below, and shall be either (i) delivered by hand, (ii) delivered by an internationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by registered or certified mail, or (iv) transmitted by facsimile or electronic mail, with receipt confirmed. Such notices shall be effective: (a) in the case of hand deliveries when received; (b) in the case of overnight delivery service; when received in accordance with the records of such delivery service; (c) in the case of registered or certified mail, upon the date received by the addressee as determined by the Postal Service; and (d) in the case of facsimile or electronic mail notices, when electronic indication of receipt is received.

If to the Client:

If to CORE Districts: CORE Districts
 1107 9th Street, Suite 500
 Sacramento, California 95814

- i) **Force Majeure.** CORE Districts shall not be liable for damages for failure to perform hereunder if such delay or default in performance is caused by conditions beyond its control, including, but not limited to, natural disasters, pandemic illnesses or other Acts of God, Government restrictions, wars or other major upheavals, and/or any other cause beyond


CORE Districts' reasonable control; provided, that as a condition to the claim of nonliability, CORE Districts shall give the Client prompt written notice following the occurrence of such an event.

- j) The undersigned representative of CORE Districts hereby represents and warrants that the undersigned is an officer, director or agent of CORE Districts with full legal rights, power and authority to enter into this Agreement on behalf of CORE Districts. and to bind CORE Districts with respect to the obligations enforceable against CORE Districts in accordance with the terms contained herein.**

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

Dated: 7/11/2023

East Bay Innovation Academy:



[Name] Miranda Thorman [Role], [insert name of education entity] Executive Director
East Bay Innovation Academy

Dated: Jul 12 2023

Rick Miller

Rick Miller
Executive Director

ATTACHMENT A

Statement of Work and Fee Schedule

Your organization is joining the CORE Data Collaborative as a(n):

___ Partnering Education Agency (membership fee included with Insights Dashboard)

A Partnering Education Agency (PEA) is defined as the entity serving as the primary contact, decision-maker and provider of data to the CORE Data Collaborative for a cluster of five or more participating Local Education Agencies. A PEA can only exist amongst a regional consortium of LEAs (e.g., a county office, network of a high school district and its feeder elementary districts), or in the case of Charter Management Organization. The PEA can decide if the PEA will be the “data loader” on behalf of all of the participating Local Education Agencies (LEAs), or LEAs can be enabled to load data.

To execute its responsibilities, each PEA will engage in the following:

- **Data use agreement:** Participating PEAs and any Local Education Agencies within a PEA will sign a standardized data use agreement (see Attachment B) permitting the secure sharing of student level data with CORE Districts and our research, analytical and reporting partners.
- **Data submission:** Participating LEAs will annually submit data (see elements in Attachment C) according to a prescribed set of parameters and formats to be provided to the PEA. Some offerings may require additional data elements (e.g., roster data for Rally).
- **Personnel for data and user management:** At minimum, each participating PEA will identify a organizational leader to serve as point for this partnership (e.g., the top research/data person in the PEA), a contact for data submission (e.g., a data analyst at the PEA level) and a contact for submission/management of the PEA’s approved users of the data and reports (e.g., an individual from IT with knowledge of the PEA’s users and permission rules and infrastructure).
- **Participation in professional learning sessions:** Participation in our in person convenings is an important part of the foundation and philosophy of CORE Districts; namely, that we learn and improve best through collaboration, which is why we have made these twice annual convenings a component of the CORE Data Collaborative.

___ Individual Local Education Agency (\$2,500 per year membership fee)

Individual LEAs may also join the CORE Data Collaborative. Each LEA will engage in the following:

- **Data use agreement:** Member LEAs will sign a standardized data use agreement (see Attachment B) permitting the secure sharing of student level data with CORE Districts and our research, analytical and reporting partners.
- **Data submission:** Participating LEAs will annually submit data (see elements in Attachment C) according to a prescribed set of parameters and formats to be provided to the LEA. Some offerings may require additional data elements (e.g., roster data for Rally).
- **Personnel for data and user management:** At minimum, each participating LEA will identify a organizational leader to serve as point for this partnership (e.g., the top research/data person in the LEA), a contact for data submission (e.g., a data analyst at the LEA level) and a contact for

submission/management of the LEA’s approved users of the data and reports (e.g., an individual from IT with knowledge of the LEA’s users and permission rules and infrastructure).

- **Participation in professional learning sessions:** Participation in our in person convenings is an important part of the foundation and philosophy of CORE Districts; namely, that we learn and improve best through collaboration, which is why we have made these twice annual convenings a component of the CORE Data Collaborative.

Except as explicitly described below and/or as adjusted during implementation through consultation with the client, CORE Districts and its subcontractors at Education Analytics (EA) will provide the following:

Twice Annual Professional Learning Sessions: CORE Districts will host in person convenings each year (one in the Fall and one in the Spring) for up to five people from each Partnering Education Agency member OR two people from an individual Local Education Agency member . Each convening will be a full day. The client will be responsible for all travel costs. CORE Districts will provide the venue, meals during the day, and general session facilitation.

Additional Professional/Peer Learning Opportunities: CORE Districts will offer additional professional learning opportunities, such as webinars. Such opportunities will be made available to participants in the CORE Data Collaborative.

Participation in the CORE – Policy Analysis for California Education (PACE) Research Collaborative: Participating education agencies will become part of the CORE-PACE research collaborative with opportunities to engage in and learn from research on the quantitative data in the CORE data system, and qualitative “deep dive” studies into policy and practice. Policy Analysis for California Education (PACE) is an independent, non-partisan research center based at Stanford University, in partnership with the University of Southern California and the University of California – Davis. Founded in 1983, PACE seeks to define and sustain a long-term strategy for comprehensive policy reform and continuous improvement in performance at all levels of California’s education system, from early childhood to postsecondary education and training. PACE bridges the gap between research and policy, working with scholars from California’s leading universities and with state and local policymakers to increase the impact of academic research on educational policy in California. PACE works with a network of approximately 50 policy scholars from all of the leading research universities in California, both public and private.

One (or more, as agreed to) of the following data analytics platforms services:

Indicates the service has been selected (yes), or may be opted into later (pending)	Service and Description	Fee Structure for this Client
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<p>Yes</p>	<p><u>PEA Pricing: Insights Dashboard and Additional Strategic Analytics</u></p> <p>Same features as the row below, but special network pricing for COunty Offices, CMOs or charter organizations</p>	<p>\$28,000 base fee per year per student fee of \$0.28 per student in the data system</p> <p>Proportion of the PEA fee for the Oakland Charter Collaborative totalling: \$2,050</p>
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	<p><u>Insights Dashboard and Additional Strategic Analytics</u></p> <p>Annual Multi-Metric School and LEA Data Dashboards with Performance Benchmarked against Peers across California: A comprehensive, multi-metric dashboard of results at the school and LEA levels, including the follow results for each indicator, will be provided each school year –</p> <ul style="list-style-type: none"> ● Most recent annual performance ● Historic performance and trends over time, where data are available ● Index level, where available (on a scale from 1 to 10 based upon baseline performance across the CORE Districts) ● Comparison with the LEA results (for school level reports) ● Comparison with the Partnering Education Level ● Comparison with the CORE Data Collaborative Network ● Subgroup performance for all of the major subgroups (e.g., English Learners, Racial/Ethnic Subgroups, Students with Disabilities, Socio-Economically Disadvantaged Youth, Foster Youth, Homeless Youth) where data are available <ul style="list-style-type: none"> ○ Included metrics: Academic Achievement, Academic Growth, High School Readiness, Graduation, Chronic Absence, Suspension Rates, A-G Graduation ○ Access to additional metrics as they become available: The data collaborative may begin to produce additional metrics (e.g., a college readiness indicator); if the education provides the underlying ingredients for such data, results will be provided back to the education agency at no additional charge ○ Optional metrics (if collected and provided to CORE Districts): Social Emotional Skills, Student/Staff/Family Climate Surveys based upon the CORE District surveys ○ Dynamic Reporting and Opportunities for Deeper Analysis using the CORE Insights platform: Based upon the users and user rights provided by the client. 	<ul style="list-style-type: none"> ● \$5,000/year for 2,500 or less students ● \$7,500/year for 2,501 to 25,000 ● \$15,000/year for 25,000 to 50,000 ● \$20,000/year for greater than 50,000
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	<p>Rally Analytics Platform Rally provides access to student academic and well-being data alongside predictive analytics to help teachers plan for how to best meet each student's needs.</p> <p>Access to the Rally Analytics platform. See https://rally.coredistricts.org/tour and https://rally.coredistricts.org/faq for more information.</p>	<ul style="list-style-type: none"> ● \$5,000 / year for 2,500 students or less ● \$7,500 / year for 2,501 to 25,000 ● \$10,000 / year for greater than 25,000 students
	<p>College Roadmap</p> <p>A Student/Parent reporting tool on student progress toward graduating from high school having met the University of California A-G requirements, and probability for success in a four-year institute of higher education.</p>	<ul style="list-style-type: none"> ● First 5,000 students <ul style="list-style-type: none"> ○ \$9,000 for Fall and Spring report (Springreport dependent on Ed-Fi participation) ● Next 15,000 students <ul style="list-style-type: none"> ○ \$0.40 per report per student (e.g. \$0.80 per student for a Fall and Spring report) ● Any additional students <ul style="list-style-type: none"> ○ \$0.33 per report per student (e.g. \$0.66 per student for a Fall and Spring report)

	<p><u>Ed-Fi Hosting and Secure Dashboard Reporting</u></p> <p>The CORE-EA Ed-Fi based data system is being designed to securely and seamlessly connect local educational data source systems to a data warehouse and analytics engine that will provide data-driven insights and inform decisions for education agencies, school district administrators, and teachers. Any educational technology that’s powered by Ed-Fi whether a student information system, a rostering tool, assessment software, etc. can connect with a central LEA data system via API to provide real time data interoperability. Our goal with this project is to allow all CORE LEAs to have access to collaboration wide development of Ed-Fi technology and analytics and to help California become a leader in secure data interoperability.</p> <p>Participating LEAs will have access to the following:</p> <ul style="list-style-type: none"> ● A hosted Ed-Fi Operational Data Store (ODS). ● Secure, business intelligence dashboards that operate from data sourced by and updated in the Ed-Fi system on areas such as attendance and on-trackness. 	<ul style="list-style-type: none"> ● \$5,000 startup cost ● \$10,000/year for the first 5,000 students ● \$0.75/student/year for additional students, up to a max of 17,500 students ● No additional cost for students 17,501+
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	<p><u>Ed-Fi Hosting and Secure Dashboard Reporting</u></p> <p>The CORE-EA Ed-Fi based data system is being designed to securely and seamlessly connect local educational data source systems to a data warehouse and analytics engine that will provide data-driven insights and inform decisions for education agencies, school district administrators, and teachers. Any educational technology that’s powered by Ed-Fi, whether a student information system, a rostering tool, assessment software, etc. can connect with a central LEA data system via API to provide real time data interoperability. Our goal with this project is to allow all CORE LEAs to have access to collaboration wide development of Ed-Fi technology and analytics and to help California become a leader in secure data interoperability.</p> <p>Participating LEAs will have access to the following:</p> <ul style="list-style-type: none"> ● A hosted Ed-Fi Operational Data Store (ODS). ● Secure, business intelligence dashboards that operate from data sourced by and updated in the Ed-Fi system on areas such as attendance and on-trackness. 	<ul style="list-style-type: none"> ● Minimum of \$10,000 per year ● \$2.50/student/ year ● Access to dynamic real time dashboards developed by CORE and EA
	<p><u>Data Collaborative Improvement Academy</u></p> <p>The Improvement Academy is a project-based experience that is designed for teams. Teams will learn improvement methodologies with an emphasis on data use and data capability building.</p> <p>The Improvement Academy is designed to provide a hands-on introduction to the tools and principles of improvement science. Through this offering, participant will experience:</p> <ul style="list-style-type: none"> ● Project-based, hands-on learning around methods & tools of improvement science ● Strategies for attending to the human side of change & developing improver mindsets ● Development of an equity consciousness infused within the practice of improvement ● Design of measures (use of ongoing data collection) to understand if changes are producing improvement ● Collaboration & networking with like-minded colleagues from across California 	<ul style="list-style-type: none"> ● \$10,000 per team for SY23-24 ● 4-6 member per team

	<p><u>Breakthrough Success Community (BTSC)- Cohort 4</u></p> <p>The Breakthrough Success Community (BTSC) is a collaboration of schools & districts committed to producing breakthrough results in college & career success by using improvement science to improve 9th grade on-track rates in all participating schools.</p> <p>The BTSC shared “change package” is a set of evolving promising practices developed by the COREdistricts, University of Chicago’s Consortium on School Research, the Network for College Success, and other nationally-recognized school systems.</p> <p>Each participating school will establish a BTSC Team of 4-6 members that can include counselors, 9th-grade teachers, admin, and other staff members who impact the 9th-grade experience.</p>	<p>Price available upon request</p>
	<p><u>Custom Local Dashboard Development</u></p> <p>CORE is working directly with PEAs and LEAs to develop custom dashboard tools to support progress monitoring and system investigation in particular arenas of school and district work, including:</p> <ul style="list-style-type: none"> ● On Track for post-secondary success ● Attendance and Chronic absenteeism ● Student Behavior ● Student to School Staff developmental relationships ● Other 	<p>Price available on request</p>
	<p><u>Improvement Capability Building Courses</u></p> <ul style="list-style-type: none"> ● CORE offers district and school leaders various courses in improvement capability building. Individuals, and in some cases teams can sign up to build their skill sets in facilitating, managing, and providing executive leadership over improvement work at the school or district level. 	<p>Price available on request</p>

Role of the Client as the Partnering Education Agency

Each client is considered a partnering education agency (PEA). **Fee and Payment Schedule**

Total fees	\$2,050
23-24 fee (6 month) due at the beginning of the contract (invoice will be sent upon execution)	\$683
24-25 fee due on or before September 30, 2024	\$1,367

Attachment B: Data Use Agreement (see separate attachment)

Attachment C: Specific Data Elements (enclosed in Attachment B)

ATTACHMENT D: SCHOOL LEA-SPECIFIC AGREEMENTS

In Re E. CORE DISTRICT RESPONSIBILITIES

LEA shall designate the following person(s) as authorized representatives for the making LEA-specific agreements about the use of these data beyond the parameters articulated in the Data Use Agreement:

Name Miranda Tramm Title Executive Director

Name Bonita Herrera Title Senior Director of Operations

Name Charlie Noel Title Operations Director



Audit Trail

Document Details

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Document Viewed	Document Viewed by Rick Miller (rick@coredistricts.org) IP: 50.228.201.134	Jul 12 2023 09:55AM America/Los_Angeles
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HIGH-QUALITY LIVE STREAMING INSTRUCTION

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“AGREEMENT”) IS ENTERED INTO AND EFFECTIVE AS OF THE DATE WHEN THE LAST OF THE PARTIES HERETO EXECUTES THIS AGREEMENT (“EFFECTIVE DATE”) IS BY AND BETWEEN **EDBLOX, INC., d/b/a Elevate K-12** (“COMPANY”) WITH RESPECT TO THE COMPANY’S LIVE STREAM INSTRUCTION SERVICES (COLLECTIVELY THE “SERVICE”) AND THE RELATING DOCUMENTATION AND EAST BAY INNOVATION ACADEMY (THE “CUSTOMER” OR “YOU”). BY SIGNING THIS AGREEMENT, YOU HEREBY AGREE TO THE TERMS OF THIS AGREEMENT AND WARRANT THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND EACH SCHOOL IN THE DISTRICT TO USE THE SERVICE PURSUANT TO THIS AGREEMENT.

1. Certain Definitions.

1.1 “District” is the administrative body that supervises Schools within a specified territory.

1.2 The current “Privacy Policy” of Company is available at www.elevatek12.com/privacy, provided that Company reserves the right to change the Privacy Policy from time to time.

1.3 A “School” is a building or set of buildings that comprise one educational unit (i.e., an elementary school, middle school, junior high school or high school) subject to this Master Services Agreement.

1.4 The “Scope of Work”, attached hereto as Exhibit A, is the document which confirms the specific order details of Customer’s purchase of products and services hereunder, including the term, pricing and payment terms and a list of the Schools, if available, authorized under this Agreement to access such products and services. The Scope of Work may be amended from time to time by written agreement of the parties hereto. In no event shall the Scope of Work serve to amend the terms of this Agreement and in the event there is a conflict between this Agreement and the Scope of Work, the terms of this Agreement shall prevail.

1.5 “Service Period Budget” shall have the meaning specified in the Scope of Work. “Agreement Term Dates” shall have the meaning specified in the Scope of Work.

1.6 The “Site” shall mean Elevate K-12 <https://www.portalelevate.com/Account/LogOn>.

1.7 “Academic Year” shall mean the first day of instruction provided by Customer to

Students through the last date of instruction for the regularly scheduled school year, excluding summer school and any breaks per Customer's school calendar.

1.8 A "Student" is an individual enrolled in a School.

1.9 A "Classroom Coordinator" is a teacher, paraprofessional or other education provider employed by a School or School District in order to help implement and manage the Services within the classroom where students are enrolled.

2. Term and Pricing. The term and pricing details of this Agreement are set forth on the Scope of Work attached hereto as Exhibit A.

3. License Grants and Restrictions.

3.1 Grant and Privacy Restrictions.

3.1.1 Company grants to Customer a nonexclusive, non-transferable, limited right and license to use the Service accessible at the Site at all Schools listed in the School list set forth in the Scope of Work ("Authorized Schools"), subject to all of the terms and conditions of this Master Services Agreement. Unless a particular right is expressly granted herein, it is expressly excluded in this license. The Service may only be accessed by the Authorized Schools and Number of Authorized Students as set forth on the Scope of Work and, for purposes of clarity, once a Student is licensed to access the Service ("Licensed Student"), such license cannot be transferred to or used by any other Student or other third party during the then-current school year. The foregoing license is specific to such Authorized Schools and Number of Authorized Students and is not a grant for concurrent use of the Service.

3.1.2 All information provided to Company or through the Service by individual users of the Service is subject to the Company Privacy Policy. Company's use of user information shall be limited to the uses provided under the Privacy Policy.

3.2 Ownership and Proprietary Rights.

3.2.1 Customer acknowledges that the Service and the Site and all intellectual property rights associated therewith are proprietary to Company and its partners, parents, subsidiaries, agents, affiliates and/or licensors (together, hereinafter "Affiliated

Parties”).

3.2.2 Customer will not obscure or remove any proprietary-rights notices of Company or its licensors contained in the Service and the Site. Customer may not and shall not permit any other party to sublicense, lease, rent, download, reproduce, modify, display, distribute, create a derivative work of or otherwise use the Service or the Site except as expressly provided in this Agreement. Customer may not attempt (or authorize, encourage or support attempts by others) to reverse-engineer or derive source code from the Service and the Site or otherwise alter or interfere with the Service and the Site.

4. **Login Codes.** A unique user name and password (“Login Code”) is required for access to the Service for each Student and Classroom Coordinator. Company will provide Customer with a Classroom Coordinator Login Code during implementation. Customer will be responsible for providing information to the Company in order for the Company to create separate Student Login Codes up to the number of authorized student licenses as determined during the implementation phase of Service. Customer is responsible for securing all Login Codes and for the use of the Login Codes, passwords and account(s). Customer shall not allow unauthorized persons to use the Login Codes and shall promptly notify Company of any unauthorized use or attempts thereof. Notwithstanding anything to the contrary, Customer shall be solely responsible for any authorized or unauthorized use of any log-in code, username, password, and access to Customer’s account by any person and shall be solely responsible for what information is included with respect to any student and for compliance with all laws with respect thereto. Customer agrees to bear all responsibility for the confidentiality of its passwords and all use, purchases, or charges incurred from use of the Service or Site with its password. Customer is responsible for maintaining the confidentiality of its account and password and for restricting access to School’s computers, and Customer agrees to accept responsibility for all activities that occur under its account or password. Company reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

5. **Training and Support.** Training and support services, if any, will be provided as described in the Scope of Work.

6. **Payment Terms.** Fees; Payment Terms; Collection Fees:

The Customer will be invoiced, using the form or one substantially similar attached hereto as Exhibit C (“Invoice”) based on the number of Class Periods (as defined in the Scope



HIGH-QUALITY LIVE STREAMING INSTRUCTION

of Work) and the price per Class Period. Upon signature of Agreement, Customer shall issue an order form in the form similar to attached hereto as Exhibit B (“Order Form”) for the Services to be delivered during the first Academic Year. In subsequent years, Customer shall issue an Order Form at least 60 days prior to the first day of instruction for the upcoming Academic Year. The annual invoicing is subject to the minimum allotment of Class Periods Company is securing for the Customer per this Agreement. For each Academic Year during the term of this Agreement, the Customer will be invoiced and is responsible for the fees based on the Scope of Work. Company will not need to obtain another agreement from the Customer to proceed with the Services. Company shall invoice the Customer in accordance with the Billing Terms detailed in this Agreement in the Customer Billing section and mutually agreed to under this Agreement. The Customer shall make payment to Company in accordance with the terms selected in the Billing Terms section of Agreement. Prices set forth in the Agreement do not include sales tax. Sales tax, if applicable, will be included in the invoice sent by Company to Customer, unless Customer provides evidence of tax exemption. Time is of the essence for all payments under this Agreement, and in the event any overdue payment is sent by Company to a collection agency or an attorney for collection in accordance with Company’s standard collection procedures, Customer agrees to pay all costs of collection, including without limitation all court costs and reasonable attorneys’ fees. The Customer shall maintain such books and records as are necessary to substantiate amounts paid to Company pursuant to this Agreement, which shall be made available to Company for examination on request. It is Company’s policy to not carry credits forward from one academic year to another for unused classes. It is also Company’s policy to not provide refunds for unused classes. This Agreement is subject to change fees and/or implementation fees pursuant to Schedule A below.

7. **Customer Responsibilities.** The Customer will provide a point of contact “School Point of Contact” for the Services. In addition, the Customer shall, for each Class Period, provide a Classroom Coordinator who will be on site in each Class. Each Classroom Coordinator will be provided training by Company. In addition, Company can request (and the Customer shall promptly comply with such request) that any Classroom Coordinator be replaced for non-performance or failing to perform in accordance with Company’s training or standards, as determined by Company in its reasonable discretion.

8. **Additional Customer Responsibilities**

8.1 Online Practices. Customer shall ensure that its Students and Classroom



HIGH-QUALITY LIVE STREAMING INSTRUCTION

Coordinators will not (a) upload, post, transmit, display or otherwise make available to other subscribers any messages, content or materials that (i) are vulgar, hateful, fraudulent, threatening, harassing, illegal, obscene, threatening, defamatory or invasive of privacy, (ii) violate (intentionally or unintentionally) a contractual, fiduciary or confidentiality obligation or duty any such person or Customer may have to any third party, (iii) infringe any intellectual property or violate other proprietary rights, or (iv) harms minors in any way; (b) upload, post, transmit, display or otherwise make available any unsolicited bulk e-mail, political campaigning, commercial solicitation, chain letters, pyramid schemes, mass mailings or any form of spam; upload, post, transmit, display or otherwise make available material that comprises or contains software viruses or other computer code designed to interfere with the functionality of any computer Service, software or hardware; (c) interfere with or disrupt the Service or the Site, or any networks or servers connected to or by the Service or the Site; (d) intentionally or unintentionally violate any applicable local, state, national or international law, (e) impersonate any person or entity or falsely state or misrepresent such person's affiliation with any person; (e) violate any law or regulation; or (f) collect or store personal data about any third party. In addition, Customer and its Classroom Coordinators and Students may not use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of a message or content. Customer understands and agrees that any loss or damage of any kind that occurs as a result of the use of any messages, content or material that Customer or its Schools, Classroom Coordinators and Students upload, post, transmit, display or otherwise make available through the use of the Service is solely Customer's responsibility. Customer shall be responsible for any and all breaches of this Agreement by a Student or Classroom Coordinator.

8.2 **Links.** The Service or the Site may present links to third-party Web sites. These links are provided only as a convenience to Customer. Company is not responsible for the availability of these outside sites or their contents. Customer should direct any concerns regarding these third-party sites to the applicable site administrator.

8.3 **Equipment.** Customer shall be solely responsible for providing, maintaining and compatibility with the Site and the Service, including all hardware, software, electrical and other requirements for Customer's use of the Service or Site, including without limitation, telecommunication equipment, internet access, web browsers or other equipment, programs that are required to access and use the Service and the Site. Customer is responsible for ensuring their equipment meets the minimum system requirements of the Site and Service. Company does not guarantee or warrant compatibility between the Site and Service and customer's equipment.

9. **Privacy, FERPA, and Compliance with Law.** Company receives and handles personally identifiable information ("PII") as a "school official" under the United States

Family Education Rights and Privacy Act, 20 U.S.C. 1232g, 34 CFR Part 99 (“FERPA”) for the purpose of delivering the Services as contemplated by this Agreement.

PII obtained will be used solely for the purposes of performing Services under this Agreement, and will not be disclosed to third parties except as required to provide Services to Customer contemplated in this Agreement, or otherwise as expressly permitted by FERPA and other applicable laws.

It is Customer’s responsibility to respond to requests for education records received by Company from third parties.

Customer represents and warrants that it is in compliance with applicable information and on-line protection laws, including, but not limited to, COPPA and FERPA. To the extent that PII as to any Student under the age of thirteen (13) is provided to Company, Customer represents and warrants that it has obtained all requisite consents and authorizations or otherwise has the authority to provide such information to Company. To the extent that any information covered by FERPA is being made available to Company or to any third party (including other Students), Customer represents and warrants that it has given all applicable notices and has received all applicable consents and has not received any effective objections thereto.

10. **Information Security.** Company maintains and enforces commercially reasonable practices, including administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of Customer and end user data in alignment with requirements of applicable laws and regulations, including the FERPA. This includes, but is not limited to, encryption of data in transit when submitted across the Internet, access controls, firewalls and user authentication protocols. The Internet, however, is not entirely secured, and Company will not be responsible for security incidents not reasonably within its control.

If required by applicable laws, Company will promptly report to Customer any unauthorized access to Customer Data and, in the event that further notification is required by law, will support Customer notification to its end users.

All of Servers used by Company supporting the Services are secure and located within the United States.

11. **Confidentiality.** Each party may disclose to the other certain non-public information or materials relating to a party’s products, intellectual property, business, marketing programs and efforts, personally identifiable information of the party’s

personnel, end users, students and customers, and other confidential information and trade secrets (“Confidential Information”). Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party of this Agreement; (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a party hereto without reference to Confidential Information of the other party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the party receiving such subpoena or order shall, when legally permissible, promptly inform the other party in writing and provide a copy thereof, and shall only disclose that Confidential Information necessary to comply with such subpoena or order. Except as expressly provided herein, the receiving party will not use or disclose any Confidential Information of the disclosing party without the disclosing party's prior written consent, except disclosure to and subsequent uses by the receiving party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving party's obligations under this Section. The receiving party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own Confidential Information, and in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party may not have an adequate remedy solely in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

12. **Software Availability.** The hosted elements of the Services will be available for remote access 99.5% of the time each calendar month of the Term, excluding Excused Outages (as defined below) (“Availability”). Company will attempt to schedule any planned maintenance or upgrades at times when usage of the Services is typically low, and will attempt to communicate any outages associated with planned maintenance or upgrades to its customers in advance via email or through notifications within the Services. Downtime as a result of any causes beyond the control of Company or that are not reasonably foreseeable by Company, including, without limitation, any of the

causes noted below, are excluded from the Availability calculations (collectively, “Excused Outages”):

- a. Customer environment issues affecting connectivity or interfering with the Services, including without limitation, Customer’s telecommunications connection or any other Customer software or equipment, Customer’s firewall software, hardware or security settings, Customer’s configuration of anti-virus software or anti-spyware or malware software, or operator error of Customer;
- b. Any third-party software, hardware, or telecommunication failures, including Internet slow-downs or failures;
 - i. Force majeure events including, without limitation fire, flood, earthquake, elements of nature or acts of God; third party labor disruptions, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; catastrophic or unusual internet delays, denial of services attacks, or other hacking activities; or any other similar cause beyond the reasonable control of Company;
 - ii. Issues related to third party domain name system (DNS) errors or failures; and
 - iii. Emergency maintenance of the Services, for which Customer may not receive advanced notice.

In the event Company fails to achieve the Availability requirement, Company will use commercially reasonable efforts to correct the interruption as promptly as practicable.

13. Non-Solicitation of Company Employees. Customer agrees that during the term of this Agreement and for one year following the termination date of this Agreement, it will not recruit, solicit for employment, or employ, or help any other third party to recruit, solicit for employment or employ, any Company employee or contractor provided by Company to deliver services to Customer under this Services Agreement or with whom Customer had contact in connection with such services, including without limitation an online Company Instructor, School Manager or local office employee. In the event the Customer violates the foregoing prohibition, it will pay immediately upon written demand by Company, a fee in the amount of Ten Thousand Dollars (\$10,000.00) (the “Hiring Fee”). The parties intend that the Hiring Fee constitutes compensation, not a penalty. The parties acknowledge and agree that Company harm caused by Customer’s breach of the foregoing prohibition would be impossible or very difficult to actually estimate and that the Hiring Fee is a reasonable estimate of the anticipated or

actual harm that might arise from such a breach. The Customer's payment of the Hiring Fee is the Customer's sole liability and entire obligation and Company's exclusive remedy for any Customer breach of this section. All Hiring Fees shall be invoiced immediately and payable upon receipt.

14. LIMITED WARRANTY, LIABILITY AND DAMAGES; INDEMNITY

14.1 Warranty Disclaimer.

THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTY BY COMPANY AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, COMPANY AND ITS AFFILIATED PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. Specifically, Company makes no warranty that the Service or the Site will meet Customer's requirements or that access to the same will be uninterrupted or error-free. You acknowledge and agree that Company and its vendors and licensors do not operate or control the internet and that: (I) viruses, worms, Trojan horses, or other undesirable data or software; or (II) unauthorized users (e.g. hackers) may attempt to obtain access to and damage the content, websites, computers, or networks. Company will not be responsible for those activities.

14.2 LIMITED LIABILITY. NEITHER COMPANY NOR ITS AFFILIATED PARTIES WILL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (a) ANY UNAUTHORIZED USE OF THE SERVICE OR THE SITE OR USE FOR PURPOSES NOT INTENDED UNDER THIS AGREEMENT, OR (b) ANY LIABILITY OR DAMAGE CAUSED OR INITIATED BY THIRD PARTIES AND AFFECTING CUSTOMER'S COMPUTERS, COMMUNICATION FACILITIES, SOFTWARE, DATA OR SERVICES THAT MAY RESULT FROM USE OR ACCESS OF THE SERVICE OR THE SITE.

14.3 LIMITED DAMAGES AND REMEDIES. NEITHER COMPANY OR ITS AFFILIATED PARTIES SHALL BE LIABLE TO CUSTOMER OR ANY SCHOOL FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE SERVICE OR THE SITE. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Customer. NOTWITHSTANDING ANYTHING IN THIS

MASTER SERVICES AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL COMPANY OR ITS AFFILIATED PARTIES BE LIABLE FOR DAMAGES OR MONETARY REMEDIES OF ANY KIND IN THE AGGREGATE UNDER THIS MASTER SERVICES AGREEMENT THAT EXCEED THE LICENSE FEE PAID BY CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM OR CLAIMS GIVING RISE TO THE LIABILITY.

14.4 Indemnity. Customer agrees to indemnify and defend Company and its agents, employees, representatives, licensors, affiliates, corporate parents and subsidiaries from and against any and all claims, losses, demands, causes of action and judgments (including attorneys' fees and court costs) of third parties (collectively "Claims") arising, directly or indirectly, from or concerning any breach or alleged breach of this Agreement by Customer and to reimburse Company on demand for any losses, costs or expenses it incurs as a result of any such Claims.

15. TERMINATION

15.1 Term. This Agreement shall commence on the Effective Date hereof. The Service Period for individual Districts and Schools set forth in the Scope of Work are separate from the term of this Agreement; provided, however, that if this Agreement terminates for any reason, all Service to all Schools shall terminate at that time as well.

15.2 Termination. Company reserves the right at any time to discontinue, temporarily or permanently, the Service or any part thereof or terminate any user's access to the Service or any part thereof. Company may also modify, delete or adapt the Service at any time without any notice or obligation to the user at Company's sole discretion. You agree that Company will not be liable to you or any third party for any modification, suspension, or discontinuation of the Service, or any part thereof. Upon termination for any reason, you must cease all access to the Service.

This Agreement will terminate (a) on the thirtieth (30th) day after either party gives the other written notice of a breach by the other of any material term or condition of this Agreement, unless the breach is cured before that day; or (b) upon written notice by either party, immediately, if (i) a receiver is appointed for the other party or its property; (ii) if the other party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes a general assignment for the benefit of its creditors; or (iii) if any proceedings (whether voluntary or involuntary) are commenced against the other party under any bankruptcy or similar law and such proceedings are not vacated or set aside within sixty (60) days from the date of commencement thereof.



HIGH-QUALITY LIVE STREAMING INSTRUCTION

15.3 Effect of Termination. Immediately upon expiration or termination of this Agreement, Customer will cease using the Site and Service and cause all Schools listed in the Scope of Work to cease using the Service and Site (any copies of which shall be returned to Company). Termination does not entitle Customer to any refund or reduction of Service Period Fees already paid by or due from Customer. If Company terminates this Agreement due to an uncured material breach by Customer, in addition to any and all rights and remedies available to Company, Customer shall be obligated to pay Company the full Service Period Fees for the then current term. If Customer terminates this Agreement due to an uncured material breach by Company, Customer shall only be obligated to pay Company for use of the Service and the Site up to and including the date of termination. Customer understands and agrees that if Customer requests a pro-rata refund as a remedy hereunder, then such request will be an election of remedies and the sole remedy available to Customer with respect to any dispute with Company.

16. MISCELLANEOUS

16.1 General Terms. Company may use and disclose to third parties Customer's name and logo, and if Customer is a District, the names of any affiliated Schools as part of a list of Company customers or references. This Agreement and any rights and responsibilities hereunder may not be assigned or delegated by Customer, including by action of law, without the express written consent of Company. Any assignment or delegation in violation of this Section will be void and of no effect. Waiver of any breach under this Agreement does not waive future compliance with that provision, which remains in effect. If any part of this Master Services Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

This Agreement and any other terms or documents referred to herein represent Customer's entire agreement with Company with respect to its use of the Service and the Site. The provisions of this Agreement may not be amended or waived except by a writing signed by all parties to this Agreement that references this Agreement.

16.2 Remedies and Reserved Rights. Company reserves the right at any time and from time to time to modify, temporarily suspend and limit access to the Service or the Site

(or any part thereof) with or without notice to Customer for maintenance or security or other reasons. Customer agrees that Company shall not be liable to it or to any third party for any modification, suspension or limitation of the Service or the Site. Company also reserves the right at any time and from time to time to modify or terminate any of the content or curriculum of the Service or the Site. If Company discovers any unauthorized access or use of the Service and/or Site, then Company shall have the following remedies in addition to any and all other remedies that may be available to Company: (a) if such unauthorized use may cause injury or physical damage to Company's computers, data or electronic files, the Site, the Service or a third party, then Company has the reasonable right to suspend all or part of the Service or the Site access of Customer immediately without prior notice to protect itself or third parties, and Company shall promptly notify Customer of the suspension and work together with Customer to cure the problem; and (b) if such unauthorized access or use would cause any other type of injury or damage to Company or a third party, then Company shall give Customer notice of the problem and no less than three (3) business days to cure the problem, and thereafter if the problem remains uncured Company has the right to suspend all or part of the Service or Customer's Site until the problem is cured; and (c) terminate this Agreement immediately.

16.3 Disputes. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND FULLY PERFORMED THEREIN, AND THE STATE AND FEDERAL COURTS LOCATED IN COOK COUNTY SHALL HAVE EXCLUSIVE JURISDICTION OF ALL SUITS AND PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. BOTH PARTIES HEREBY SUBMIT TO THE JURISDICTION OF SAID COURTS FOR PURPOSES OF ANY SUCH SUIT OR PROCEEDING. Any delay in or failure of performance by Company under this Agreement will not be considered a breach and will be excused to the extent caused by any occurrence beyond the reasonable control of Company, but not limited to, acts of God, power outages and governmental restrictions. Any notice by a party to this Master Services Agreement shall be deemed to have been sufficiently given to the other party if sent by certified mail, return receipt request, or by facsimile and confirmed in writing by letter sent by certified mail and shall be deemed to have been received three (3) business days after the date of dispatch.



HIGH-QUALITY LIVE STREAMING INSTRUCTION

The foregoing is agreed and accepted. This Agreement must be signed by both parties to be valid.

EDBLOX, INC., d/b/a/ Elevate K-12

By:

Name _____
(Signature)


Name _____
(Print)

Title _____

Date _____

East Bay Innovation Academy

By:


Name _____
(Signature)

Name Miranda Thorman
(Print)

Title Executive Director

Date 07 / 28 / 2023

Exhibit A

Scope of Services and Pricing for Tier 1 Programs

Details	Agreement Terms
DESCRIPTION	High-quality LIVE Tier 1 Teaching – US certified Teacher of Record
AGREEMENT ACADEMIC YEAR DATES	Aug 7 th 2023 - May 31 st 2024
POTENTIAL CONTENT AND GRADE	Content Areas: ELA
Elevate K-12 Provides	Details of services, on-call staff and equipment
SERVICES PROVIDED BY ELEVATE K-12	<ul style="list-style-type: none"> High-quality LIVE Tier 1 Teaching – US certified Teacher of Record <i>(including substitutes for our live teacher)</i> Full-service live class delivery management <ul style="list-style-type: none"> - School level classroom set up and day to day management of live online teaching classes - Quality control of all live classes by our academic experts - Training and management of your para-professional - All support for grading, pacing, school meetings and more State aligned lessons written by our curriculum experts 24x7 live customer service and support for para-professional
STAFF PROVIDED BY ELEVATE K-12	<ul style="list-style-type: none"> High-quality LIVE Tier 1 Teaching - Assigned as Teacher of Record One Elevate K-12 Operations Manager dedicated per school for implementation and support Dedicated Academic Coach who guides and quality audits Elevate K-12's live Teacher for the school
EQUIPMENT PROVIDED BY ELEVATE K-12	<ul style="list-style-type: none"> Hi-end speakers, Powerful classroom microphone, Hi-end Camera
DISTRICT/SCHOOL Provides	Details of info we need from school
STAFF PROVIDED BY CUSTOMER/SCHOOL	<ul style="list-style-type: none"> 1 Classroom Manager (paraprofessional) for each class period 1 Point of Contact at the School Level
EQUIPMENT and INFO PROVIDED BY CUSTOMER	<ul style="list-style-type: none"> Classroom space, LCD Screen or Projector and Screen, Adequate internet access and bandwidth, laptop per student <i>(except for K-5 enrichment)</i>, Class rosters and bell schedule

TOTAL BUDGET AMOUNT*	<i>Minimum (Full Year)</i> \$ 38,770	<i>Minimum budget for known Elevate K-12 Live Teaching Classes and what the district will be invoiced for .</i>
	<i>Maximum (Full Year)</i> \$ 77,540	<i>Maximum budget for Elevate K-12 through one full year.. District can add classes as vacancies occur without going through new contract. More like "use/pay as you need" format. (OPTIONAL)</i>

**Please see the pricing proposal for breakdown of pricing and details*

Live Class Operations and Delivery Terms:

1. Schools. The Services performed under this Scope of Work and Agreement shall be for schools within the District as long as they follow the content classes offered.
2. Tier 1 Programs. Company will assign an operations manager to the Customer. The operations manager will work with Customer personnel to develop a mutually agreeable implementation timeline for the Customer. The Customer will submit a timeline for the submission of chosen focus standards, timeslots, information technology checks, and the delivery of student rosters to Company. If there are delays beyond the following timeframes for any reason, Company reserves the right to delay the start of your program.
 - a. List of chosen courses – 30 calendar days before the first day of instruction
 - b. Timeslots – 30 calendar days before the first day of instruction
 - c. Information technology check – 15 calendar days before the first day of instruction
 - d. Classroom Coordinator – selected and available for training 15 days before the first day of instruction
 - e. Student Roster – 7 calendar days before the first day of instruction
3. Pricing and Service Period Fees:
The price per period for a full Academic Year of instruction will be based on the pricing schedule in Schedule A attached with this agreement and the order form in Exhibit B.
4. Company shall be responsible for all staffing decisions and may replace, reassign, or alter the Staff providing the Services as Company chooses in its sole and absolute discretion. Throughout the duration of the course, there may be some instances in which the teacher of the course (the “Teacher of Record”) may miss certain Classes or Periods and Company will use commercially reasonable efforts to provide a substitute teacher (“Substitute Teacher”) for such Classes or Class Periods. The Customer understands and agrees that such Substitute Teacher will not and will not be required to have the same level of qualifications, certificates, or degrees as the Teacher of Record and that the use of such Substitute Teachers will not be a breach of these Terms and Conditions. Company may, as indicated on the Budget and Initial Order Form, provide cameras, speakers and microphones for the administration of the Classes (collectively, Company Standard Equipment).
5. Cancellation of Sessions. If an authorized representative of Customer cancels a session within a window of 48 hours prior to the start of an individual session, excluding school emergencies, by providing written notification to Company, Customer will pay for the session as if it had occurred. If an authorized representative of Customer cancels a session with more than 48 hours notice to the start of an individual session by providing written notification to Company, the session will be rescheduled at the end of the current program calendar of sessions at a mutually agreed to time. As stipulated in this Agreement, credit for unused sessions will not carry over from one Academic Year to another.

Customer may make roster changes during the add/drop period, which is the first two weeks of the semester or start of class. After that initial two week window, Customer must submit a change request order to add students to a class, which may trigger a contract and invoicing change.

Customer cannot change the subject, grade or focus standards of a program after the date two weeks prior to the delivery of the first session. To request any changes, Customer must submit a formal written change request, which will trigger a contract review and adjustment as appropriate.

6. Term and Service Period. This Agreement shall remain in effect for the length of time set forth within the Scope of Work unless terminated earlier as set forth herein ("Initial Term"). For each Academic Year during the Agreement Term, the parties shall execute an Order Form setting forth the number of Classes (with such number equal to or greater than the Minimum Number of Classes set forth on the Budget and Initial Order Form and less than or equal to the Maximum Number of Classes set forth on the Budget and Initial Order Form), Periods, Students, fees, and payment schedule for such Academic Year. Each year during the Initial Term, Company agrees to maintain the per Class pricing. For incremental Classes in excess of the Maximum Number during the Initial Period, as well as all Classes subsequent to the Initial Period, Company may adjust the fees by, prior to the end of each calendar year during the Term, giving written notice of the adjusted fees applicable to the school year commencing the following Academic Year. Upon expiration of the Initial Term, the Agreement shall renew for additional one-year terms (each a "Renewal Term" and together with the Initial Term, the "Term"). Unless an Order Form is executed in such Renewal Terms, a binding Order Form with the Minimum Number of Classes set forth on the Budget and Initial Order Form shall be generated and effective at no higher than the list price applicable to that school year. This Agreement may only be terminated on notice of thirty (30) days after the delivery by a party of written notice containing a description of a material breach of this Agreement by the other party, provided such breach is not cured within such thirty (30) day period. The Fees paid pursuant to this Agreement are non-refundable, even in the event this Agreement is terminated due to Company's breach thereof or the Customer hires an instructor specifically for the Class.

7. Billing Terms [check applicable terms]: Upon signature of Agreement, Customer will issue an Order Form for the Services to be delivered during the first Academic Year. In subsequent years, Customer shall issue an Order Form at least 60 days prior to the first day of instruction for the upcoming Academic Year. The initial Invoice will be issued for the Minimum Budget. Customer agrees to the following payment terms, as reflected by selecting one box below:

- Invoice for full amount of current Academic Year programming prepared and sent in conjunction with signing of Agreement. Payment in full due within 30 days of invoice date.
 - (Requires preapproval) Invoice for 50% of full amount of current Academic Year programming prepared and sent in conjunction with signing of Agreement, due within 30 days of invoicing date. The remaining 50% balance to be invoiced 60 days after the signing of Agreement and due within 30 days of invoicing date.

Customer billing contact information:

Contact name:	<u>Jasmine Sanchez</u>
Mailing address:	<u>3400 Malcolm Avenue, Oakland, CA 94605</u>
Email:	<u>accounting@eastbayia.org</u>
Phone:	<u>510-577-9557</u>

Exhibit B

SAMPLE Order Form

Elevate K-12 Tier 1 Classes: Order Form Sample Format

Elevate K-12 Statement of Work

Name of District: Sample School District

Project Name: Tier 1 Classes for 21-22 Academic Year

Prepared by: Partnerships Manager

Date: MM/DD/YYYY

The Statement of Work is the official description of work to be completed as an extension of the current contract. **No changes to the content, grades or number of periods below shall be requested upon signature of this Statement of Work.** District may add subjects and periods as needed, which will require a revised SOW and result in additional costs to the district as per the contract.

PROJECT BACKGROUND AND DESCRIPTION - CONTRACT MINIMUM

School	Grade	Content	Number of Periods	Date Allocated
Lincoln Middle School	7th	ELA	2	7/1/21
Lincoln Middle School	7th	Math	4	7/1/21
Lincoln Middle School	8th	Science	3	7/1/21
Main High School	10th	Spanish 2	6	7/1/21
Minimum Periods	15 periods @ \$13,000 per period = \$195,000			

Exhibit C

Sample Invoice

Edblox Inc DBA Elevate K-12
 24 East Washington St. Suite 825
 Chicago, IL 60602 US
 AccountsReivable@elevatek12.com
 www.elevatek12.com
 FEIN: 81-5088569



Bill To:

Attn: Accts Payable
 Sample Customer
 Street Address
 City, State Zip Code
 United States

Ship To:

Attn: Accts Payable
 Sample Customer
 Street Address
 City, State Zip Code
 United States

INVOICE: INV999 **PO:**

Invoice Date: April 7, 2023 **TERMS: Net 30**

Due Date: May 7, 2023

ITEM	QTY	AMOUNT
Elevate K-12 Tier 1 Program - Add on - Academic year 2023 - 2024 Live streaming Tier 1 Instruction - Contract minimum for 2023-2024 academic year	1	\$0.00

Payment Options : **TOTAL** **\$0.00**

a) By Direct Deposits or ACH (PREFERRED):

Bank: Bridge Bank, a division of Western Alliance Bank
 ABA or Routing#: 121143260
 Bank Account: 8533588415
 For credit to: Edblox, Inc.

b) By Check: Please make check payable to "EdBlox Inc" and mail to the following address:

Mail via US Postal Service

EDBLOX INC.
 PO BOX 8050
 CAROL STREAM, IL 60197-8050

Overnight Courier Service

EDBLOX INC.
 c/o WAB Lockbox Operations Box #8050
 8430 W Bryn Mawr Ave, Suite 260
 Chicago, IL 60631

TOTAL DUE	\$0.00
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SCHEDULE A

ELEVATE LIVE CLASS OFFERINGS (HIGH SCHOOL CLASSES)

ACADEMIC YEAR 2023-24

STANDARD LIVE CLASSES	PREMIUM LIVE CLASSES	SPECIAL EDUCATION LIVE
<p>MATH <i>Algebra I</i> <i>Algebra II</i> <i>Pre-Algebra</i> <i>Pre-Calculus</i> <i>Geometry</i> <i>Algebra</i> <i>Advanced Algebra</i></p> <p>SCIENCE <i>Biology</i> <i>Environmental Science</i> <i>Life Science</i> <i>Earth & Space Science</i></p> <p>ELA <i>ELA (Grade 9)</i> <i>ELA (Grade 10)</i> <i>American Literature (Grade 11)</i> <i>World Literature (Grade 12)</i></p> <p>SOCIAL STUDIES <i>US History</i> <i>Civics & United States Government</i> <i>World Geography</i> <i>World History</i></p> <p>WORLD LANGUAGES <i>Spanish I, Spanish II</i> <i>Spanish III, Spanish IV</i></p>	<p>MATH <i>Calculus</i> <i>Probability & Statistics</i></p> <p>SCIENCE <i>Chemistry</i> <i>Physical Science</i> <i>Physics</i></p> <p>SOCIAL STUDIES <i>Economics</i> <i>Personal Finance</i></p> <p>WORLD LANGUAGES <i>ASL I, ASL II</i> <i>French I, French II</i> <i>French III, French IV</i> <i>German I, German II</i> <i>German III, German IV</i></p> <p>STEM <i>Coding</i> <i>Computer Science</i> <i>Cyber Security</i> <i>Programming – JavaScript</i> <i>Programming - Python</i></p>	<p>SPECIAL EDUCATION MATH <i>Algebra I</i> <i>Algebra II</i> <i>Algebra (Georgia)</i> <i>Pre-Algebra</i> <i>Advanced Algebra (Georgia)</i> <i>Geometry</i></p> <p>SPECIAL EDUCATION ELA <i>ELA (Grade 9)</i> <i>ELA (Grade 10)</i> <i>American Literature (Grade 11)</i> <i>World Literature (Grade 12)</i></p> <p><i>(All Special Education Live Classes are in Resource Room formats)</i></p>

Title	Elevate K-12_EBIA_Master Sales Agreement_FY24
File name	content
Document ID	62001bb5bb0366263a13a6c52d0a43341b21f352
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

This document was requested from elevatelearning.lightning.force.com

Document History



SENT

07 / 28 / 2023

22:06:17 UTC

Sent for signature to Miranda Thorman (miranda.thorman@eastbayia.org) and Edgar Ho (edgar.ho@elevatek12.com) from scott.burmaster@elevatek12.com
IP: 47.146.68.243



VIEWED

07 / 28 / 2023

22:10:54 UTC

Viewed by Miranda Thorman (miranda.thorman@eastbayia.org)
IP: 206.110.56.51



SIGNED

07 / 28 / 2023

22:14:30 UTC

Signed by Miranda Thorman (miranda.thorman@eastbayia.org)
IP: 206.110.56.51



INCOMPLETE

07 / 28 / 2023

22:14:30 UTC

This document has not been fully executed by all signers.

East Bay Innovation Academy - Board Meeting - Agenda - Monday August 21, 2023 at 8:00 PM

Internal ID	Subsidiary	Payee Name	Check Number	Payment Date	Inv Description / Memo (Bill Pmt)	Amount	Type
8348087	East Bay Innovation Academy (EBIA)	Golden Gate Academy	8174	6/2/2023	Bill 5/22/2023--Monthly use fee for Golden Gate Academy campus Upper School EBIA site - June	28,090.00	Bill Payment
8348088	East Bay Innovation Academy (EBIA)	EdTec	8175	6/2/2023	Bill #26278--EdTec Monthly Back Office Service - May 2023	12,168.50	Bill Payment
8348089	East Bay Innovation Academy (EBIA)	ChildCare Careers, LLC	8176	6/2/2023	Bill #620994--US coverage 5/15 - 5/19	1,621.31	Bill Payment
8348090	East Bay Innovation Academy (EBIA)	Christopher Cook	8177	6/2/2023	Bill #052623--Science Olympiad Registration for summer Build Clinic	950.00	Bill Payment
8348091	East Bay Innovation Academy (EBIA)	Scout Education Inc.	8178	6/2/2023	Bill #45230--LS coverage 5/24 - 5/26 Bill #44964--US substitute coverage 5/22-5/26	5,626.00	Bill Payment
8348092	East Bay Innovation Academy (EBIA)	Waste Management	8179	6/2/2023	Bill #460211522160--Marshall Elementary June Service 2023	1,522.16	Bill Payment
8348093	East Bay Innovation Academy (EBIA)	Miranda Thorman	8180	6/2/2023	Bill #052923--ED Consultation 40.5 hr (5/1-5/29)	8,910.00	Bill Payment
8348094	East Bay Innovation Academy (EBIA)	Krynski, Tevye (Parent/Vol)	8181	6/2/2023	Bill #051823--Decision Day photography shooting and editing	800.00	Bill Payment
8348095	East Bay Innovation Academy (EBIA)	Hawk Circle Consulting	8182	6/2/2023	Bill #1113--Interim ED Monthly consulting and overtime- May 2023	13,250.00	Bill Payment
8348096	East Bay Innovation Academy (EBIA)	Taylor Washington	8183	6/2/2023	Bill #06022023--Athletic program equipment supply and uniforms for Softball	225.25	Bill Payment
8348097	East Bay Innovation Academy (EBIA)	Darius Foster	8184	6/2/2023	Bill #042523--Various sport equipment and jerseys.	4,174.53	Bill Payment
8348098	East Bay Innovation Academy (EBIA)	Brady Industries	8185	6/2/2023	Bill #8024461--US - 10qty Liners; 3qty tissue rolls; 5qty paper towel rolls	948.29	Bill Payment
8348099	East Bay Innovation Academy (EBIA)	PG&E	8186	6/2/2023	Bill #051723--Gas and Electric 04/11/23 - 05/10/23	2,959.78	Bill Payment
8348100	East Bay Innovation Academy (EBIA)	Bird and Bee Education	8187	6/2/2023	Bill #2316-8th--8th grade sexual health education (4 x 1hr lessons May 15 - May 18)	2,400.00	Bill Payment
8348101	East Bay Innovation Academy (EBIA)	ISolved Benefit Services	8188	6/2/2023	Bill #1128292951--FBA Monthly Admin Service 04/01/23 - 04/30/23	70.00	Bill Payment
8365715	East Bay Innovation Academy (EBIA)	Everything Audio Visual	8189	6/7/2023	Bill #307232--Graduation event 6qty 4x8' Stage Deck and 2 stagehands plus delivery and pickup	2,050.00	Bill Payment
8365716	East Bay Innovation Academy (EBIA)	Law Offices of Young, Minney & Corr, LLP	8190	6/7/2023	Bill #4994--General Legal Service May 2023; Prop 39 (2023-2024)	1,105.00	Bill Payment
8365717	East Bay Innovation Academy (EBIA)	Spectrum Center	8191	6/7/2023	Bill #053123--WD - BEP: Basic Education Program-BAC (05/01/ - 5/31/23)	2,806.00	Bill Payment
8365718	East Bay Innovation Academy (EBIA)	Lina's Janitorial Services	8192	6/7/2023	Bill #52--Janitorial Service for US & LS (June 2023)	10,000.00	Bill Payment
8365719	East Bay Innovation Academy (EBIA)	Mick Terrizzi	8193	6/7/2023	Bill #060623--Graffiti Removal Supplies; 20l CO2 Fire Extinguisher Recharge; 8th grade Picnic burger ;	351.36	Bill Payment
8365720	East Bay Innovation Academy (EBIA)	Joseph Oh	8194	6/7/2023	Bill #060523--Springfest event game Milk Toss; 7th grade advisory ticket purchase	74.08	Bill Payment
8365721	East Bay Innovation Academy (EBIA)	Orkin	8195	6/7/2023	Bill #246394663--Pest Control Standard June service	140.00	Bill Payment
8365722	East Bay Innovation Academy (EBIA)	Jordan Jabson	8196	6/7/2023	Bill #060623--7th grade advisory ticket purchase	74.00	Bill Payment
8365723	East Bay Innovation Academy (EBIA)	Thomas Hoffman	8197	6/7/2023	Bill #060123--Refund to Grad Night event	150.00	Bill Payment
8365724	East Bay Innovation Academy (EBIA)	Ashley Wahnschaff	8198	6/7/2023	Bill #060623--7th grade advisory ticket purchase	17.00	Bill Payment
8365725	East Bay Innovation Academy (EBIA)	Christine Ashley	8199	6/7/2023	Bill #230530--6th grade self guided school trip; 6th grade CB Pizza celebration; Chaperone gift cards; E	423.06	Bill Payment
8365726	East Bay Innovation Academy (EBIA)	Michelle Fitts	8200	6/7/2023	Bill #060623--7th grade advisory ticket purchase	12.00	Bill Payment
8365727	East Bay Innovation Academy (EBIA)	Janisse Watts	8201	6/7/2023	Bill #060523--LS garden supplies; Quest Pizza Party; 8th grade BBQ Supplies and Boat rental	575.55	Bill Payment
8365728	East Bay Innovation Academy (EBIA)	Herff Jones, Inc.	8202	6/7/2023	Bill #1178676--Diploma certificate order Bill #1178744--2023 Diploma Covers	1,114.99	Bill Payment
8365729	East Bay Innovation Academy (EBIA)	Brady Industries	8203	6/7/2023	Bill #8030531--LS - 10qty Liner	418.07	Bill Payment
8365731	East Bay Innovation Academy (EBIA)	The Phillips Academy	8204	6/7/2023	Bill #2022.2023.243--EC - April 2023 Tuition Qty 14 ; In Person Counseling and Guidance therapy Qty	4,269.00	Bill Payment
8365730	East Bay Innovation Academy (EBIA)	Alpine Awards & Imprinted Sportswear, Inc	8205	6/7/2023	Bill #6103299--Graduation Plaques 3qty 8x10 8qty 6x8; 11 Sublimation name lines change set up; Rus	332.68	Bill Payment
8365732	East Bay Innovation Academy (EBIA)	Scout Education Inc.	8206	6/7/2023	Bill #45554--LS Substitute coverage 5/30/23 - 6/2/23	4,389.00	Bill Payment
8365733	East Bay Innovation Academy (EBIA)	Michelle Cho	8207	6/7/2023	Bill #1004--Financial Modeling Support for Project; Meetings with EBIA PCSD (April 1-April 18)	1,500.00	Bill Payment
8395428	East Bay Innovation Academy (EBIA)	Ready Refresh	8208	6/16/2023	Bill #03F0035832427--Water Delivery fee late charge only	20.00	Bill Payment
8395429	East Bay Innovation Academy (EBIA)	Jamia Morton	8209	6/16/2023	Bill #061423--Decision Day decoration and student gifts & Travel Reimbursement from LA to Oakland	783.57	Bill Payment
8395430	East Bay Innovation Academy (EBIA)	Boonli	8210	6/16/2023	Bill #14148--Monthly Minimum Fee - April & May 2023	300.00	Bill Payment
8395431	East Bay Innovation Academy (EBIA)	Brady Industries	8211	6/16/2023	Bill #8091663--4qty MOP Head Prem Looped end	35.98	Bill Payment
8395432	East Bay Innovation Academy (EBIA)	Jonathan Cervantes Valle	8212	6/16/2023	Bill #061323--Campus Walkies 17qty	334.90	Bill Payment
8395433	East Bay Innovation Academy (EBIA)	Hawk Circle Consulting	8213	6/16/2023	Bill #060623--Reimbursement of food for staff and teachers classes for PD and Office supplies	2,487.52	Bill Payment
8395434	East Bay Innovation Academy (EBIA)	Office Depot	8214	6/16/2023	Bill #314673472001--Capstone Carstock: Office Water 12oz hot cups Bill #310798848001--LS Cap	272.60	Bill Payment
8395435	East Bay Innovation Academy (EBIA)	AT&T	8215	6/16/2023	Bill #19957486--Internet Service 04/13/23 - 05/12/23	637.14	Bill Payment
8395436	East Bay Innovation Academy (EBIA)	AT & T	8216	6/16/2023	Bill #19960815--Internet Service 04/16/23 - 05/15/23	637.14	Bill Payment
8395437	East Bay Innovation Academy (EBIA)	OUSD Buildings & Grounds	8217	6/16/2023	Bill #EBIARENT23F--2022/23 Facility use fee (4 of 4) - Final Payment	34,833.50	Bill Payment
8395438	East Bay Innovation Academy (EBIA)	Kaiser Foundation Health Plan	8218	6/16/2023	Bill #July2023--July 2023 Medical Health Plan	27,532.83	Bill Payment
8426684	East Bay Innovation Academy (EBIA)	Kids In Harmony, Inc	8219	6/26/2023	Bill #06212023--Psycho-educational Triennial report cognitive and social-emotional: Amelo Griffin & Ja	8,625.00	Bill Payment
8426685	East Bay Innovation Academy (EBIA)	AT & T	8220	6/26/2023	Bill #20099256--Internet Service 05/16/23 - 06/15/23	637.14	Bill Payment
8426686	East Bay Innovation Academy (EBIA)	BoardOnTrack, Inc.	8221	6/26/2023	Bill #2023-23193--BoardOnTrack Membership for the term 07/01/23 thru 06/30/24	2,995.00	Bill Payment
8426687	East Bay Innovation Academy (EBIA)	Brady Industries	8222	6/26/2023	Bill #8081156--LS Janitorial Supply: Mop Wet Blend Loop 5qty Bill #8074439--LS Cleaning supplie:	746.38	Bill Payment
8426688	East Bay Innovation Academy (EBIA)	RingCentral Inc.	8223	6/26/2023	Bill #597476--Phone Service 05/29/23 - 06/28/23	692.09	Bill Payment
8426689	East Bay Innovation Academy (EBIA)	Revolution Foods, Inc.	8224	6/26/2023	Bill #461341--Food Service May 2023	11,441.95	Bill Payment
8426690	East Bay Innovation Academy (EBIA)	California Charter Schools Association	8225	6/26/2023	Bill #A09847--Charter School Membership through 06/30/2024	7,995.00	Bill Payment
8426691	East Bay Innovation Academy (EBIA)	HopSkipDrive, Inc	8226	6/26/2023	Bill #14510--Qty 37 completed trips Qty 7 cancelled trips05/01/23 - 05/31/23	1,942.09	Bill Payment
8426692	East Bay Innovation Academy (EBIA)	AALRR Attorneys at Law	8227	6/26/2023	Bill #684195--Legal Service: Saprina Goldberg SPED May 2023	549.76	Bill Payment
8426694	East Bay Innovation Academy (EBIA)	CoPower	8228	6/26/2023	Bill #2252439--Dental Plan July 2023	2,988.48	Bill Payment
8426693	East Bay Innovation Academy (EBIA)	OUSD Buildings & Grounds	8229	6/26/2023	Bill #EBIA-1OVSF23--22/23 Charter Schools 1% oversight fee	55,556.00	Bill Payment
8426695	East Bay Innovation Academy (EBIA)	PG&E	8230	6/26/2023	Bill #061523--Gas and Electric 05/11/23 - 06/09/23	2,350.61	Bill Payment
8426696	East Bay Innovation Academy (EBIA)	ISolved Benefit Services	8231	6/26/2023	Bill #129011141--FBA Monthly Admin Service 05/01/23 - 05/31/23	70.00	Bill Payment
8448328	East Bay Innovation Academy (EBIA)	EdTec	8232	6/30/2023	Bill #27555--SIS Support Y Leopold Apr 2023 Services; UPS Postage 3/28/23 4/4/23 Bill #264	12,509.35	Bill Payment
8448329	East Bay Innovation Academy (EBIA)	Jamia Morton	8233	6/30/2023	Bill #062923--Southwest roundtrip tickets for Prom & Decision day; Car Rental May 2023	791.25	Bill Payment
8448330	East Bay Innovation Academy (EBIA)	Ernesto Marin	8234	6/30/2023	Bill #062923--City of Oakland Expired Meter Violation (8th Promotion event)	58.00	Bill Payment
8448331	East Bay Innovation Academy (EBIA)	Jasmine Sanchez	8235	6/30/2023	Bill #062923--2022/23 purchase of tracking # for school operations payments and student attendance.	195.64	Bill Payment

8448332	East Bay Innovation Academy (EBIA)	East Bay Speech Pathology, Inc.	8236	6/30/2023	Bill #1958--Speech & Language Pathology Services - May 2023	17,028.00	Bill Payment
8448333	East Bay Innovation Academy (EBIA)	Sarah Blair	8237	6/30/2023	Bill #060123--LS Yearbook Order	452.09	Bill Payment
8448334	East Bay Innovation Academy (EBIA)	Scoot Education Inc.	8238	6/30/2023	Bill #35134--LS Sub Coverage 2/8/23-2/9/23 Bill #35645--US Substitute coverage 2/14/23 - 2/17-2:	3,591.00	Bill Payment
8448335	East Bay Innovation Academy (EBIA)	Waste Management Of Alameda County	8239	6/30/2023	Bill #993287122168--Ops Charter June Service 2023	656.73	Bill Payment
8448336	East Bay Innovation Academy (EBIA)	PowerSchool	8240	6/30/2023	Bill #INV353313--PowerSchool SIS Hosted qty 720; Hosting SSL Certificate; PD+Subscription 07/01/2:	11,426.76	Bill Payment
8448337	East Bay Innovation Academy (EBIA)	K12 Health	8241	6/30/2023	Bill #12436--Screening: Vision/Hearing Screening IEP 5.50 qty	687.50	Bill Payment
8448338	East Bay Innovation Academy (EBIA)	Office Depot	8242	6/30/2023	Bill #312118272001--Copy paper 4 cases Bill #312255194001--Copy paper 3 cases postage s	652.96	Bill Payment
8448339	East Bay Innovation Academy (EBIA)	ChildCare Careers, LLC	8243	6/30/2023	Bill #623152--US Substitute Coverage 5/22/23 - 5/26/23	2,057.42	Bill Payment
8448340	East Bay Innovation Academy (EBIA)	Brady Industries	8244	6/30/2023	Bill #8087469--LS Janitorial supplies Ripsaw floor stripper	577.58	Bill Payment

East Bay Innovation Academy - Board Meeting - Agenda - Monday August 21, 2023 at 8:00 PM

Internal ID	Subsidiary	Payee Name	Check Number	Payment Date	Inv Description / Memo (Bill Pmt)	Amount	Type
8465130	East Bay Innovation Academy (EBIA)	TechaBee, Inc	8245	7/7/2023	Bill #2023076--IT Services (July 2023 - September 2023)- Bill #2023121--Lower School CB 100qty; Acer Chromebook	36,703.75	Bill Payment
8465131	East Bay Innovation Academy (EBIA)	Beehively	8246	7/7/2023	Bill #20230204--Beehively Web Invoice (July - September 2023)	720.00	Bill Payment
8465132	East Bay Innovation Academy (EBIA)	RingCentral Inc.	8247	7/7/2023	Bill #614938--Phone Service 06/29/23 - 07/28/23	692.09	Bill Payment
8465133	East Bay Innovation Academy (EBIA)	Kayla Jackson	8248	7/7/2023	Bill #062823--New hire Live Scan	152.00	Bill Payment
8465134	East Bay Innovation Academy (EBIA)	Law Offices of Young, Minney & Corr, LLP	8249	7/7/2023	Bill #5502--Legal Service General & Prop 39 (2023-2024)	2,276.50	Bill Payment
8465135	East Bay Innovation Academy (EBIA)	Miranda Thorman	8250	7/7/2023	Bill #070723--ED Consultation 32.75 hr (06/01/23 - 06/30/23)	7,205.00	Bill Payment
8465136	East Bay Innovation Academy (EBIA)	ChildCare Careers, LLC	8251	7/7/2023	Bill #625178--US Substitute Coverage 5/30/23 - 6/2/23	848.94	Bill Payment
8465137	East Bay Innovation Academy (EBIA)	CalWest Educators Placement	8252	7/7/2023	Bill #3824--Teacher Placement 2024 school year	1,500.00	Bill Payment
8465138	East Bay Innovation Academy (EBIA)	The Phillips Academy	8253	7/7/2023	Bill #2022-2023.282--EC - May 2023 Tuition Qty 20 ; In Person Counseling and Guidance therapy Qty 5.25; Phone Counseling anc	6,416.16	Bill Payment
8465139	East Bay Innovation Academy (EBIA)	Spectrum Center	8254	7/7/2023	Bill #060123--WD - BEP: Basic Education Program-BAC (06/01/23)	299.00	Bill Payment
8465140	East Bay Innovation Academy (EBIA)	Office Depot	8255	7/7/2023	Bill #315205803001--2qty Box Envelopes; 4qty Postage stamps	303.35	Bill Payment
8489265	East Bay Innovation Academy (EBIA)	Ernesto Diaz	8256	7/14/2023	Bill #062923--City of Oakland Expired Meter Violation (8th Promotion event)	58.00	Bill Payment
8489266	East Bay Innovation Academy (EBIA)	OUSD Buildings & Grounds	8257	7/14/2023	Bill #EBIA10VSF23.A--Reentry of bill: 22/23 Charter Schools 1% oversight fee	55,556.00	Bill Payment
8489267	East Bay Innovation Academy (EBIA)	Waste Management	8258	7/14/2023	Bill #470146422162--Marshall Elementary July Service 2023	1,663.89	Bill Payment
8489268	East Bay Innovation Academy (EBIA)	Golden Gate Academy	8259	7/14/2023	Bill 7/13/2023--Monthly use fee for Golden Gate Academy campus Upper School EBIA site - July 2023	32,080.00	Bill Payment
8489269	East Bay Innovation Academy (EBIA)	Robert Moore	8260	7/14/2023	Bill #063023--Air fare Lodgings Lyft & meal allowance for January 2023 Bill #063023.2--Air fare Lodgings Ly	3,513.08	Bill Payment
8489270	East Bay Innovation Academy (EBIA)	Luis Garibay	8261	7/14/2023	Bill #0024--Supplies to repair floor VCT 80 SF 2bx and 1 gallon of glue; Labor repair around 80sf vct multiples area	650.00	Bill Payment
8489271	East Bay Innovation Academy (EBIA)	Orkin	8262	7/14/2023	Bill #247637394--Pest Control Standard July service	140.00	Bill Payment
8489272	East Bay Innovation Academy (EBIA)	EdTec	8263	7/14/2023	Bill #27604--Ed Tech support Other J. Reiber July 2022- May 2023 46.5hr; SIS Support Y Leopold May 2023 2.25 hrs; UPS Postag	7,830.09	Bill Payment
8489273	East Bay Innovation Academy (EBIA)	AT&T	8264	7/14/2023	Bill #20092220--Internet Service 05/13/23 - 06/12/23	637.14	Bill Payment
8511753	East Bay Innovation Academy (EBIA)	AALRR Attorneys at Law	8265	7/20/2023	Bill #686980--Legal Service: Sabrina Goldberg SPED June 2023	7,932.29	Bill Payment
8511754	East Bay Innovation Academy (EBIA)	Brady Industries	8266	7/20/2023	Bill #8122834--10qty Extraction Spartan cleaning Bill #8126199--6qty Finish Floor Clarion 5gl	895.29	Bill Payment
8511755	East Bay Innovation Academy (EBIA)	s3dx	8267	7/20/2023	Bill #1055--Interim ED Monthly consulting (March - June 2023)	50,000.00	Bill Payment
8511756	East Bay Innovation Academy (EBIA)	Vision Service Plan - (CA)	8268	7/20/2023	Bill #818400261--Vision Plan August 2023	413.22	Bill Payment
8511757	East Bay Innovation Academy (EBIA)	New Tech Network, Inc	8269	7/20/2023	Bill #INV1765--Qty 600 Basic User Licenses (Echo Affiliate); Help Desk Support	11,000.00	Bill Payment
8511758	East Bay Innovation Academy (EBIA)	Project Wayfinder, Inc	8270	7/20/2023	Bill #2466E--1yr Pilot Pricing 08/01/23 - 06/30/24 Wayfinder Counselors Annual Support & Training Package	6,551.25	Bill Payment
8511759	East Bay Innovation Academy (EBIA)	Office Depot	8271	7/20/2023	Bill #317240501001--Case of storage banker boxes Bill #317240025001--FF signature stamp	60.78	Bill Payment
8511760	East Bay Innovation Academy (EBIA)	The Phillips Academy	8272	7/20/2023	Bill #2022-2023.301--EC - June 2023 Tuition 5 Qty	1,335.00	Bill Payment
8511761	East Bay Innovation Academy (EBIA)	Kaiser Foundation Health Plan	8273	7/20/2023	Bill #August2023--August 2023 Medical Health Plan	30,243.46	Bill Payment
8511762	East Bay Innovation Academy (EBIA)	Michelle Cho	8274	7/20/2023	Bill #1005--Consulting call with SB on 5/31/23 1 unit; Calls regarding Facilities review of programming template with staff 6/1/2	875.00	Bill Payment
8511763	East Bay Innovation Academy (EBIA)	Alameda County Office of Education	8275	7/20/2023	Bill #INV2300530--4th Qtr. STRS Processing Fee FY22-23	354.00	Bill Payment
8511764	East Bay Innovation Academy (EBIA)	HopSkipDrive, Inc	8276	7/20/2023	Bill #15062--Qty 9 completed trips 06/01/23 - 06/30/23	442.45	Bill Payment
8529121	East Bay Innovation Academy (EBIA)	TechaBee, Inc	8277	7/25/2023	Bill #1093--Upper School CB 80qty; Acer Chromebook	23,838.80	Bill Payment
8539815	East Bay Innovation Academy (EBIA)	EdTec	8278	7/28/2023	Bill #27733--Monthly Back Office Service and Data Service July 2023	13,919.09	Bill Payment
8539816	East Bay Innovation Academy (EBIA)	Momentum Electrical Contractors	8279	7/28/2023	Bill #2050--Billing for completed electrical work "Lamp Replacement" per Contract	1,401.00	Bill Payment
8539817	East Bay Innovation Academy (EBIA)	Brady Industries	8280	7/28/2023	Bill #8143418--Janitorial Supplies LS 3qty Floor Black Strip; 2qty Bucket Combo	329.74	Bill Payment
8539818	East Bay Innovation Academy (EBIA)	Revolution Foods, Inc.	8281	7/28/2023	Bill #461531--Food Service June 2023	414.70	Bill Payment
8539819	East Bay Innovation Academy (EBIA)	Northwest Evaluation Association	8282	7/28/2023	Bill #92176--MAP Growth K-12 core subjects 550 users	7,425.00	Bill Payment
8539820	East Bay Innovation Academy (EBIA)	CoPower	8283	7/28/2023	Bill #2258551--Dental Plan August 2023	2,193.64	Bill Payment
8539821	East Bay Innovation Academy (EBIA)	Waste Management Of Alameda County	8284	7/28/2023	Bill #993292122161--Ops Charter July Service 2023	701.91	Bill Payment
8539822	East Bay Innovation Academy (EBIA)	CalWest Educators Placement	8285	7/28/2023	Bill #3838--2022-23 High School ELA Teacher Bill #3828--High School Computer Science teacher placement fee (Claire/Phot	14,663.00	Bill Payment
8539823	East Bay Innovation Academy (EBIA)	EBMUD	8286	7/28/2023	Bill #071923--Marshall Water Service 05/09/23 - 07/11/23	2,721.43	Bill Payment
8539824	East Bay Innovation Academy (EBIA)	PG&E	8287	7/28/2023	Bill #071823--Gas and Electric 06/10/23 - 07/11/23	1,735.59	Bill Payment
8539825	East Bay Innovation Academy (EBIA)	ISolved Benefit Services	8288	7/28/2023	Bill #129793982--FBA Monthly Admin Service 06/01/23 - 06/30/23	70.00	Bill Payment
8539826	East Bay Innovation Academy (EBIA)	Office Depot	8289	7/28/2023	Bill #320343352001--Custom Stamp (BH signature) Bill #320272259001--3qty Postage stamps	229.14	Bill Payment



EAST BAY INNOVATION ACADEMY (EBIA)

FAMILY/STUDENT HANDBOOK

2023-2024

Updated June 2023

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GENERAL INFORMATION

OUR TEAM

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

- Central Office Phone number: 510-577-9557
- Attendance/Info (Jonathan Cervantes – Lower, Daisy Romero– Upper): info@eastbayia.org
- Executive Director (Miranda Thorman): miranda.thorman@eastbayia.org
- Dean of Academics, Lower (Mick Terrizzi): mterrizzi@eastbayia.org
- Dean of Academics, Upper (Francesca Fay): francesca.fay@eastbayia.org
- Dean of Culture, Lower (Ernesto Diaz): ernesto.diaz@eastbayia.org
- Dean of Culture, Upper (Mike Calhoun): michael.calhoun@eastbayia.org
- Senior Director of Operations (Bonita Herrera): bherrera@eastbayia.org
- Director of Operations (Charlie Noel): charlie.noel@eastbayia.org
- Director of Student Support Services (Robert Moore): rmoore@eastbayia.org
- Director of College and Career Readiness (Kayla Jackson): kayla.jackson@eastbayia.org
- Quest, After-school Care at Lower School (Janisse Watts): quest@eastbayia.org
- Manager of Linked Learning and Career Pathways (Christine Mandilag): christine.mandilag@eastbayia.org

Lower School: 3400 Malcolm Ave, Oakland, CA 94605

Upper School: 3800 Mountain Blvd, Oakland, CA 94619

Information on our **Board of Directors** can be found online: <https://eastbayia.org/about/board-material>

EBIA MODEL

OUR MISSION

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

OUR VISION

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

OUR INSTRUCTIONAL MODEL

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



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

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

OUR CORE BELIEFS

We believe in **Possibility and Perseverance**

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

We believe in **Creativity and Curiosity**

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

We believe in **Community**

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

We believe in the **Greater Good**

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

We believe in **Diversity**

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

OUR INNOVATOR NORMS

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

Perseverance: Maintaining a steady persistence in a course of action, and exhibiting a commitment to purpose and tenacity, in spite of difficulties, obstacles, or discouragement.

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

Kindness: Being considerate or helpful.

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

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

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

WHAT DOES A DAY LOOK LIKE?

EBIA's doors open at 7:45 am¹ and students are invited to to work on assignments, and socialize respectfully with classmates.

Lower Campus Arrival

All lower campus students report to the outdoor blacktop from 8:15-9:05 am unless attending office hours. Students use the front external campus walkway in the mornings. The internal hallway is closed to students during morning arrival.

Upper Campus Arrival

We are a technology driven-school, using Chromebooks as our learning platforms Students who do not have internet access at home or appropriate devices can use this time before school to work on assignments during designated office hours days.

Because we know that building relationships and creating a sense of belonging and connectedness is integral to students' success, we have been very strategic in developing our master schedule to meet the socio-emotional needs of adolescents. Every day, our students meet with their Advisor, an adult who will serve as the captain of their crew. Advisory classes are composed of eighteen (18) to twenty- six (26) students who work together to develop interpersonal skills that will ensure their success in college and career. These tight- knit Advisory crews will learn to monitor one another's progress and success, navigating the nuances of school on a daily basis in their assigned rooms.

Throughout the course of the day, students will receive instruction in the four core academic subjects of math, science, English/Language Arts, and social studies. Additionally, each student will have periods of Independent Learning Time ("ILT"), where he/she can work individually or collaboratively

¹ While doors open at 7:45, the school day does not begin until 8:30 AM for Upper School (9 AM on Wednesdays) and 9 AM for Lower School. For more information about school hours, see DAILY OPERATIONS.

on assignments. EBIA additionally provides elective courses in fitness, computer science, Spanish and art.

After school, students may stay to receive help from tutors on designated office hour days, or participate in enrichment activities designed to engage students and give them exposure to myriad learning experiences. At our Lower School, these activities occur through the EBIA Quest program.

Arrangements must be made for on-time pick-up every day.

* In light of the COVID-19 pandemic and the subsequent public health response to prioritize the safety and health of all students, staff and families, the EBIA experience may be modified as needed to include social distancing and/or other health and safety protocols for the 2023-24 school year.

WHAT DOES A YEAR LOOK LIKE?

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

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

Three (3) times during the year, students will have one (1) week intersessions where they will have markedly different learning experiences than they experience during the approximately six (6) week “academic sprints”. During these intersessions, outside agencies are contracted to provide opportunities for exploration (expeditions) into the worlds of science, arts, engineering, college and career planning, etc. Many of the sessions will take place on campus, while others will require field trips. This is a critical component of our instructional model, as we believe that incredible learning takes place not just in the typical classroom environment.

Twice a year, we have Student-Led Conferences days, where families meet with Advisors to discuss student progress towards achieving academic and socio-emotional goals. These “parent-teacher

conferences” serve as another means of calibration in the learning partnership that must exist between home and school.

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

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

ENROLLMENT

Enrollment at EBIA is governed by regulations for charter schools set forth in California Department of Education code for Charter Schools and our own Charter Petition. We are an open enrollment public school committed to equal opportunity. EBIA is non-sectarian and employs no admissions exams or special admissions requirements. Admission to the school is open to all students on a non-discriminatory basis without regard to race, color, national origin, creed, sex, ethnicity, behavior, age, ancestry, proficiency in English Language, or academic achievement. Enrollment priorities will be granted to applicants with the following criteria, Students who are children of staff, the Board, or Founding Families, students who currently attend EBIA and their siblings, students who reside within the public elementary school where EBIA is physically located, and residents of the district have priority, as long as places are available, before places are opened up to other students. EBIA complies with the minimum and the maximum age for public school attendance in charter schools. In order to ensure fairness and clarity, EBIA uses *Schoolmint*, a software that helps to collect and organize application information pertinent to the application priorities. We also employ *Schoolmint* in the enrollment and registration process which is outlined below.

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

- 1. Children of EBIA Staff, Members of the Board of Directors & Founding Families (Not to exceed 10% of total enrollment)
- 2. Siblings of *current* EBIA students
- 3. Students who are currently enrolled and reside in the elementary school boundary corresponding to

EBIA

- 4. Residents of EBIA's district
- 5. All other applicants who are residents of the state of California.

At the conclusion of the public random drawing, all applicants who were not granted admission due to capacity shall be assigned a number on the waitlist calculated in accordance with the priorities listed above. All guidelines concerning enrollment and the public random drawing are laid out in full in the EBIA Charter.

REGISTRATION & ENROLLMENT

Once a child has applied to and been accepted by EBIA the enrollment process begins. Families are provided with the appropriate enrollment paperwork through our online system, *Schoolmint*. Our operations team consistently follows up with families throughout the enrollment process to ensure that EBIA has collected and continues to update all of the pertinent student information throughout their tenure at EBIA.

ENROLLMENT PROCESS

The following documents are required for enrollment:

- Completion of student enrollment forms
- Handbook Acknowledgment (Shared at the beginning of each school year)
- Proof of immunization (Updates)
- Home Language survey
- Release of Records
- Proof of minimum age requirements, e.g., birth certificate

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

VOLUNTARY WITHDRAWAL FROM SCHOOL

Please notify the office personnel at least one (1) week in advance if your child will be withdrawing from EBIA. There is an official withdrawal form that needs to be completed by the student's parent/guardian prior to disenrollment. You will be asked to please provide your forwarding address,

and the name and address of the school your child will be attending. EBIA will send notice to the student's last known district of residence that the student has withdrawn from EBIA within thirty (30) days, and the student's records will be forwarded upon receipt of the request from the new school. All school property must be returned before withdrawal.

TELEPHONING

In general, school telephones are for business use and for educational or emergency use by students. Only urgent messages will be delivered to your child. Please take care of personal business, such as rides home, etc., prior to school. Middle School students will not have access to their cell phones during instructional time (see cell phone policy below). Please ensure you are calling the office with urgent needs, and in a timely manner to ensure the EBIA team can relay a message to your student with minimum disruption to the academic day. If you need to get in touch with your child during the school, please call the office and we will ensure that they get your message. Families are expected not to call or text students during the class time.

STUDENT ATTENDANCE

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

EBIA will operate with an extended school day and year, offering the needed supports to ensure all students are ready for success in college and career. The school year consists of 183 calendar days with Lower School hours running from 9:00 am – 3:30 pm and Upper School hours running from 8:30 am – 3:45 pm, followed by Office Hours on select days and enrichment program. The campus will open at 7:45 am for students to do school work.

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

ABSENCES

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

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prevents students from reaching their potential.

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

EXCUSED ABSENCES

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

1. Personal illness, including an absence for the benefit of the pupil's mental or behavioral health (see section below for further information);
2. Quarantine under the direction of a county or city health officer;
3. Medical, dental, optometric, or chiropractic appointments;
 - a. Students in grades 7-12, inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.
4. Attendance at funeral services for a member of the student's immediate family:
 - a. Excused absence in this instance shall be limited to one (1) day if the service is conducted in California or three (3) days if the service is conducted out of state.
 - b. "Immediate family" shall be defined as parent or guardian, grandparent, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister or any relative living in the student's household.
5. Participation in religious instruction or exercises in accordance with Charter School policy:
 - a. The student shall be excused for this purpose on no more than four (4) school days per month. When your student will be absent for religious observance, please call or send a note to school prior to that date.
6. For the purposes of jury duty in the manner provided for by law.
7. Due to the illness or medical appointment during school hours of a child of whom the pupil is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excuse.)
8. To permit the pupil to spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code Section 49701, and has been called to duty for, is on leave from, or has immediately returned from,

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deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Charter School.

9. For purpose of serving as a member of a precinct board for an election pursuant to Election Code Section 12302.
10. Attendance at the pupil's naturalization ceremony to become a United States citizen.
11. Authorized parental leave for a pregnant or parenting pupil for up to eight (8) weeks, which may be extended if deemed medically necessary by the student's physician.
12. Authorized at the discretion of the Executive Director or designee, based on the facts of the pupil's circumstances, are deemed to constitute a valid excuse.
13. A pupil who holds a work permit to work for a period of not more than five (5) consecutive days in the entertainment or allied industries shall be excused from school during the period that the pupil is working in the entertainment or allied industry for a maximum of up to five (5) absences per school year subject to the requirements of Education Code Section 48225.5.
14. In order to participate with a not-for-profit performing arts organization in a performance for a public-school pupil audience for a maximum of up to five (5) days per school year provided the pupil's parent or guardian provides a written note to the school authorities explaining the reason for the pupil's absence.
15. For the purpose of participating in a cultural ceremony or event. "Cultural" for these purposes means relating to the habits, practices, beliefs, and traditions of a certain group of people.
16. For the purpose of a middle or high school pupil engaging in a civic or political event as indicated below, provided that the pupil notifies the school ahead of the absence. A "civic or political event" includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.
 - a. A middle school or high school pupil who is absent pursuant to this provision is required to be excused for only one school day-long absence per school year.
 - b. A middle school or high school pupil who is absent pursuant to this provision may be permitted additional excused absences in the discretion of a school administrator.
17. For the following justifiable personal reasons for a maximum of five (5) school days per school year, upon advance written request by the student's parent or guardian and approval by the Executive Director or designee pursuant to uniform standards:
 - a. Appearance in court.
 - b. Observance of a holiday or ceremony of the pupil's religion.
 - c. Attendance at religious retreats.
 - d. Attendance at an employment conference.
 - e. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization.

A student who is absent due to an excused absence will be allowed to complete all assignments and tests missed during the excused absence that can be reasonably provided and will receive full credit upon satisfactory completion within a reasonable period of time. The teacher of the class from which a student is absent shall determine which tests and assignments are reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the excused absence.

METHOD OF VERIFICATION

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

Absences must be cleared within five (5) school days of the student's return to School or the absence becomes unexcused.

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

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

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

Students should not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency or for Students in grades 7-12, inclusive, who may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.

TRUANCY

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

Students shall be classified as a habitual truant if the student is reported for truancy three (3) or more times within the same school year. This generally occurs when the student is absent from school without a valid excuse for five (5) full days in one school year or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on five (5) occasions in one school year, or

any combination thereof. In addition, students shall be classified as a chronic truant if the student is absent from school without a valid excuse for ten (10) percent or more of the school days in one (1) school year, from the date of enrollment to the current date.

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

We will track daily attendance closely and communicate promptly and directly with families to minimize the impact of absence on any child's academic progress. EBIA has established a School Attendance Review Board ("SARB") who reviews school-wide attendance on a regular basis. The SARB is responsible for addressing students who are truant or chronically absent.

PROCESS FOR ADDRESSING TRUANCY

1. Each of the first two (2) unexcused absences or unexcused tardies over thirty (30) minutes will result in a call home to the parent/guardian. The student's classroom teacher may also call home.
2. Each of the third (3rd) and fourth (4th) unexcused absences or unexcused tardies over thirty (30) minutes will result in a call home to the parent/guardian by the Executive Director or designee. In addition, the student's classroom teacher may also call home and/or the Charter School may send the parent an email notification. In addition, upon reaching three (3) unexcused absences or unexcused tardies over thirty (30) minutes in a school year, the parent/guardian will receive "Truancy Letter #1" from the Charter School notifying the parent/guardian of the student's "Truant" status. This letter must be signed by the parent/guardian and returned to the Charter School. This letter shall also be accompanied by a copy of this Attendance Policy. This letter, and all subsequent letter(s) sent home, shall be sent by Certified Mail, return receipt requested, or some other form of mail that can be tracked.
3. Upon reaching five (5) unexcused absences or unexcused tardies over thirty (30) minutes, the parent/guardian will receive "Truancy Letter #2 – Habitual Truant Classification Notice and Conference Request," notifying the parent/guardian of the student's "Habitual Truant" status and a parent/guardian conference will be scheduled to review the student's records and develop an intervention plan/contract.
4. Upon reaching six (6) unexcused absences or unexcused tardies over thirty (30) minutes, the student will be referred to a Student Success Team ("SST") and the School Attendance Review Board ("SARB"). In addition, the parent/guardian will receive a Truancy Letter #3," and will be

asked/invited to attend an evening assembly for parents/guardians of chronically absent students. The SARB panel will be composed of administrators and other staff. The SARB panel will discuss the absence problem with the Parent/Guardian to work on solutions, develop strategies, discuss appropriate support services for the student and his/her family, and establish a plan to resolve the attendance issue.

- a. The SARB panel shall direct the parent/guardian that no further unexcused absences or tardies can be tolerated.
 - b. The parent shall be required to sign a contract formalizing the agreement by the parents to improve the child's attendance or face additional administrative action. The contract will identify the corrective actions required in the future, and indicate that the SARB panel shall have the authority to order one or more of the following consequences for non-compliance with the terms of the contract:
 - i. Parent/guardian to attend school with the child for one day
 - ii. Student retention
 - iii. After school detention program
 - iv. Required school counseling
 - v. Loss of field trip privileges
 - vi. Loss of school store privileges
 - vii. Loss of school event privileges
 - viii. Required remediation plan as set by the SARB
 - ix. Notification to the District Attorney
 - c. The SARB panel may discuss other school placement options.
 - d. Notice of action recommended by the SARB will be provided in writing to the parent/guardian.
5. If the conditions of the SARB contract are not met, the student may incur additional administrative action up to and including disenrollment from the Charter School, consistent with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the student's last known district of residence. For all communications set forth in this process, the Charter School will use the contact information provided by the parent/guardian in the registration packet. It is the parent's or guardian's responsibility to update the Charter School with any new contact information.

6. If student is absent fifteen (15) or more consecutive school days without valid excuse and parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to the Charter School's communication attempts, as set forth above, the student will be in violation of the SARB contract, and the SARB panel may recommend that the student be disenrolled in compliance with the Involuntary Removal Process described below. The Involuntary Removal Process can be started immediately upon the Charter School receiving documentation of Student's enrollment and attendance at another public or private school (i.e. a CALPADS report).

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

When students are not in attendance on the first five (5) days of the school year, the Charter School will attempt to reach the student's parent/guardian on a daily basis for each of the first five (5) days to determine whether the student has an excused absence, consistent with the process outlined in this policy. If the student has a basis for an excused absence, the student's parents/guardian must notify the Charter School of the absence and provide documentation consistent with this Policy. However, consistent with process below, students who are not in attendance due to an unexcused absence by the sixth (6th) day of the school year will be disenrolled from the Charter School roster after following the Involuntary Removal Process described below, as it will be assumed that the student has chosen another school option.

1. Students who are not in attendance on the first (1st) day of the school year will be contacted by phone to ensure their intent to enroll in the Charter School.
2. Students who have indicated their intent to enroll but have not attended by the third (3rd) day of the school year and do not have an excused absence will receive a letter indicating the student's risk of disenrollment.
3. Students who have indicated their intent to enroll but have not attended by the fifth (5th) day of the school year and do not have an excused absence will receive a phone call reiterating the content of the letter.
4. Students who are not in attendance by the sixth (6th) day of the school year and do not have an excused absence will receive an Involuntary Removal Notice and the CDE Enrollment Complaint Notice and Form. The Charter School will follow the Involuntary Removal Process described below, which includes an additional five (5) schooldays for the parent/guardian to respond to the Charter School and request a hearing before disenrollment.
5. The Involuntary Removal Process can be started immediately upon the Charter School receiving documentation of Student's enrollment and attendance at another public or

private school (i.e. a CALPADS report).

6. The Charter School will use the contact information provided by the parent/guardian in the registration packet.
7. Within thirty (30) calendar days of disenrollment, the Charter School will send the student's last known school district of residence a letter notifying it of the student's failure to attend the Charter School.

INVOLUNTARY REMOVAL PROCESS

No student who has been attending the Charter School shall be involuntarily removed for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the proposed disenrollment date.

The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include

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

The hearing shall be consistent with the Charter School's expulsion procedures. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School's suspension and expulsion policy.

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

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

disenrolled effective the date of the hearing.

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

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

REFERRAL TO APPROPRIATE AGENCIES OR COUNTY DISTRICT ATTORNEY

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

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

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

REPORTS

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

DAILY OPERATIONS

DROP-OFF/PICK-UP PROCEDURES

The Lower School begins at 9:00 a.m. and dismissal time is 3:30 p.m. daily. The Upper School begins at 8:30 a.m. and dismissal time is 3:45 p.m. Light supervision is provided prior to 8:00 a.m. Please pick students up within ten (10) minutes of dismissal. If class is being conducted at an off-campus site, students not picked up within ten (10) minutes of dismissal will be returned to the school site.

Lower School:

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

Upper School:

We ask that parents/guardians enter the driveway and move in a counter-clockwise direction in the turn-about, or park in the front lot. Cars should stop for **no more than thirty (30) seconds** in the turn-about so that traffic may flow. Parents/Guardians needing to meet with EBIA staff should park in the designated spaces next to the driveway. Students are required to park in the upper lot near the gym.

LATE PICK UP POLICY

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

- Notify the Site-Leaders or designee immediately.
- Attempt to reach parents/guardians through the phone number provided to the School by parents/guardians at the beginning of the year. This may include contacting any emergency contact(s) listed for the student.
- Bring students into the lobby of the building. Parents/guardians will be asked to come into the building to pick up their student. Students must remain on site until an adult comes to retrieve the student.
- Notify the Site-leaders or designee within forty-five (45) minutes following the close of business if there is a possibility that law enforcement may be called to assist the student.
- As a last resort, at sixty (60) minutes after the close of business, EBIA may contact law enforcement and/or child welfare services who may remove the student and may assume responsibility for the student until the parent/guardian retrieves the student.

EBIA understands unforeseen circumstances can occur. Should a late pick-up be likely, please inform the main office at 510-577-9557. Five (5) or more late pick-ups during a school year may result in a meeting with school administration.

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RIDESHARING SERVICES

As per state and federal law, ridesharing services like Lyft and Uber are forbidden for unaccompanied minors (under the age of 18) unless the service explicitly states that its drivers are qualified to transport an unaccompanied minor. If your student uses ridesharing services to get to and from school, you may consider using services like HopSkipDrive or Zum and ensure that the driver is qualified to transport minors. EBIA does not assume responsibility for the safety of students whose parents elect to privately contract with a transportation service.

COMMUNICATION WITH THE SCHOOL

As learning partners in every child's education, we value transparency in communication. Most of our communication to families will be conducted electronically, via emails. Announcements about upcoming events or important issues will be made via email newsletters that will be sent out to all families and information will be updated on the EBIA website (www.eastbayia.org). Phone calls will be made to discuss individual student issues. The most effective means of communicating with EBIA staff is by email. It is our practice to return emails within two (2) business days. If you would like to contact the school by phone, our phone number is (510) 577-9557.

PARENT PORTAL

In order to monitor student academic progress, every parent/guardian will receive a Parent Portal account to PowerSchool, our student information systems. Every parent/guardian will also receive a Parent Portal account to our learning management system ("LMS"), Echo. The portal will allow you to see when assignments are due and the grades received on any assessment or assignment. We recommend you check this on a weekly basis, minimally.

NOTICES AND ANNOUNCEMENTS

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

PARENT INVOLVEMENT

Parent involvement is vital to our school's success and to the success and achievement of each

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student. A Parent Advisory Council, composed of a leadership team and interest group leads, will meet with EBIA's leadership team to determine how the parents/guardians can best serve the school's needs. The roles of the parents may include but are not limited to:

- Volunteering in EBIA community events, with opportunities ranging from event planning to community outreach, to chaperoning field trips (requires a background check and TB test). Volunteering is strongly encouraged but not required. No student's enrollment shall be adversely affected by the family's lack of ability to volunteer time to the school.
- Giving feedback to the school about their students to help improve programs.
- Responding to school surveys.
- Being responsible for their student's transportation to and from school.
- Providing materials, time and places for your student(s) to do homework.
- Participating in at least one (1) conference per year with their student's advisor, and more as necessary.
- Partnering with your student(s) and EBIA to encourage and support on-time attendance totaling over 96%.

PARENT AND FAMILY ENGAGEMENT POLICY

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

INSTRUCTIONAL PROGRAM

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

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

GRADE CATEGORIES

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

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

GRADE CATEGORY DISTRIBUTION

Category	Humanities (History, ELA, Span, Art)	STEM (Math, Science, CS)	Fitness
Agency	10%	10%	30%
Collaboration	15%	15%	40%
Knowledge and Thinking	Ranging from 30-50% depending upon subject area		30%
Oral Communication	Ranging from 10-30% depending upon subject area		N/A
Written Communication	Ranging from 20-40% depending upon subject area		N/A

GRADING SCALE

Letter	A	B	C	F
Range	100 - 90	89 - 80	79 - 70	69 -0

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

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

COMMON RUBRICS

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

CATEGORY GRADING

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

GROUP AND INDIVIDUAL GRADES

All courses at EBIA will include a blend of both collaborative and individual assignments. Within a project, students will have the opportunity to be assessed multiple times. Some of these assessments will be group grades based on work completed collaboratively; however every project will also include individual assessments that will allow students to show mastery independently. Teachers may use their discretion to modify the grades of students in the group based on observed/documentated contributions. Grades may be modified up or down, depending on the circumstances.

SELF AND PEER EVALUATION

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

REVISION POLICY

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

- All assignments will be scored within two (2) weeks of the assignment deadline.
- All students will have the opportunity to revise submitted Oral Communication, Written Communication and Knowledge and Thinking coursework that has received a score of below 85%.
- Before a revision is submitted, students must complete the designated Revision Reflection form.
- Revised assignments must be submitted within two (2) weeks of the date upon which the assignment was scored.
- Revised assignments may receive a score of up to 85%.
- Late work may be submitted for revision, but may lose credit in the Agency category, and may not receive a score of greater than 85%.

STUDENT TESTING

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

CAASPP - California Assessment of Student Performance and Progress ("CAASPP" includes the Smarter Balanced Summative Assessments; the California Alternate Assessments (CAAs), including the CAA for Science; the California Science Test (CAST); and the California Spanish Assessment (CSA). CAASPP testing takes place in the Spring. Notwithstanding any other provision of law, a parent's or guardian's written request to the Executive Director to excuse his or her child from any or all parts of this state assessment shall be granted.

Physical Fitness Testing - Students in grades 5, 7, and 9 will participate in a Physical Fitness Test in the Spring.

NWEA MAP - All students will take math, reading, language and science assessment tests during the school year. Ninth graders must take a second assessment in Math within thirty (30) days of enrollment per the *California Math Placement Act of 2015*.

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

PSAT- During the 10th and 11th grade years at our Upper School, students take the Preliminary Scholastic Aptitude Test (“PSAT”) exam during the month of October. During the 11th grade assessment, students who perform well may qualify to earn National Merit Scholarships. A parent’s or guardian’s written request to the Executive Director to excuse his or her child from any or all parts of this state assessment shall be granted.

SAT- In the spring of a student’s 11th grade year, our Upper School campus administers the Scholastic Aptitude Test (“SAT”) exam. A parent’s or guardian’s written request to the Executive Director to excuse his or her child from any or all parts of this state assessment shall be granted.

SEXUAL HEALTH EDUCATION

The Charter School offers comprehensive sexual health education to its students in grades 7-12. A Parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent (“opt-out”) process. The Charter School does not require active parental consent (“opt- in”) for comprehensive sexual health education and HIV prevention education.

Parents and guardians may:

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

Anonymous, voluntary, and confidential research and evaluation tools to measure student’s health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student’s attitudes concerning or practices relating to sex) may be administered to students IN GRADES 7-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent (“opt-out”) process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child

from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

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

CURRICULUM MATERIALS

Parents have the right to examine the school prospectus upon request including curriculum materials of any class offered. Please note that, pursuant to law, the Charter School may charge for the prospectus in an amount not to exceed the cost of duplication.

STUDENT ACADEMIC PROGRESS

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

CAL GRANT PROGRAM NOTICE AND INFORMATION REGARDING FINANCIAL AID

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

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

- The FAFSA form and information regarding the FAFSA are available at:
 - <https://studentaid.gov/h/apply-for-aid/fafsa>
- The California Dream Act Application and information regarding the California Dream Act is available at: <https://www.csac.ca.gov/post/resources-california-dream-act-application>

TEACHER CONFERENCES

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

RIGHT TO ASK FOR TEACHER QUALIFICATIONS

As the Charter School receives Title I federal funds through the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA"), all parents/guardians of students attending the Charter School may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals, including at a minimum:

1. Whether the student's teacher:
 - a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
 - b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
 - c. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, the Charter School will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact the Executive Director to obtain this information.

ENGLISH LEARNERS

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

SURVEYS ABOUT BELIEFS

Unless the student's parent/guardian gives written permission, a student will not be given any test, questionnaire, survey, or examination containing any questions about the student's, or the student's

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parents' or guardians' personal beliefs or practices in sex, family life, morality, or religion

INDEPENDENT STUDY

EBIA may offer independent study to meet the educational needs of students who receive prior approval from an administrator in conformance with the school's Board Policy on Independent Study, which is available for review on the school website and in the main office.

STUDENT BEHAVIOR

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

We will honor students and staff regularly and publicly for being positive contributors to the EBIA community. Time in Advisory classes will be dedicated to honoring students at a more local level. Acknowledging, validating and affirming our students will take place daily in all classes and throughout campus. We support the idea of setting personal and community goals and celebrating the attainment of those goals in myriad ways that honor process and progress.

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

- **Take care of yourself**
- **Take care of one another**
- **Take care of our community**
- **Live the Innovator Norms**

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

DRESS CODE

PHILOSOPHY

EBIA's student dress code supports equitable educational access and is written in a manner that does not reinforce stereotypes. To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size.

Our values are:

- All students should be able to dress comfortably for school and engage in the educational environment without fear of or actual unnecessary discipline or body shaming.
- Student dress code enforcement should not result in unnecessary barriers to school attendance.
- School staff should be trained and able to use student/body-positive language to explain the dress code and to address dress code violations.
- Teachers should focus on teaching without the additional and often uncomfortable burden of dress code enforcement.
- Reasons for conflict and inconsistent and/or inequitable discipline should be minimized whenever possible.

Our student dress code is designed to accomplish several goals:

- Maintain a safe learning environment in classes where protective or supportive clothing is needed, such as chemistry/biology (eye or body protection), dance (bare feet, tights/leotards), or PE (athletic attire/shoes).
- Allow students to wear clothing of their choice that is comfortable.
- Allow students to wear clothing that expresses their self-identified gender.
- Allow students to wear religious attire without fear of discipline or discrimination.
- Prevent students from wearing clothing or accessories with offensive images or language, including profanity, hate speech, and pornography.
- Prevent students from wearing clothing or accessories that denote, suggest, display or reference alcohol, drugs or related paraphernalia or other illegal conduct or activities.
- Prevent students from wearing clothing or accessories that will interfere with the operation of the school, disrupt the educational process, invade the rights of others, or create a reasonably foreseeable risk of such interference or invasion of rights.
- Prevent students from wearing clothing or accessories that reasonably can be construed as being or including content that is racist, lewd, vulgar or obscene, or that reasonably can be construed as

containing fighting words, speech that incites others to imminent lawless action, defamatory speech, or threats to others.

- Ensure that all students are treated equitably regardless of race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size.

DRESS CODE

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

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

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

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

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

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

3. Students Cannot Wear:

- Clothing that depicts Violent language or images.
- Clothing that depicts Images or language depicting drugs or alcohol, gambling, gang related signs or images, or any illegal item or activity.
- Clothing that depicts Hate speech, profanity, or is sexually suggestive or obscene.
- Clothing that depicts Images or language that creates a hostile or intimidating environment based on any protected class or consistently marginalized groups.
- Any clothing that reveals visible undergarments.
- Swimsuits (except as required in class or athletic practice).

- Accessories that could be considered dangerous or could be used as a weapon.
- Any item that obscures the face or ears, including headphones (except as a religious observance).

Dress Code Enforcement

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

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

These dress code guidelines shall apply to regular school days and summer school days, as well as any school-related events and activities, such as graduation ceremonies, dances, and prom.

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

CELL PHONES / ELECTRONIC DEVICES

At EBIA we are dedicated to providing students the opportunity to grow and learn and we support this goal with the following personal device usage policy:

Private devices (including cell phones) may be used:

- Off campus before or after school.
- Before or after any Charter School sponsored activity occurring before or after the regular school day.
- When a teacher or administrator of the Charter School grants permission to a student to possess or use a private device, subject to any reasonable limitation imposed by that teacher or administrator.

- When a licensed physician and surgeon determines that the possession or use of a private device is necessary for the health or well-being of the student.
- When the possession or use of a private device is required in a student's individualized education program ("IEP").

Private devices shall be turned off and shall not be used:

- During instructional classroom time, including assemblies, and any other school activity, which takes place during the regularly scheduled school day on or off campus.
- During break periods, between class periods, or during lunch.
- During events sponsored by the Charter School held before or after regular school hours.

On field trips or excursions sponsored by the Charter School.

Lower School students are required to submit their personal devices to be secured in a classroom lock box at the start of each class.

Any EBIA staff member has the right to confiscate a student's personal device at any time this policy is violated. School administration reserves the right to require families to hold a student's personal device at home for any amount of time for reasons including but not limited to: academic distraction, conflict, misuse, or failure to meet schoolwide expectations.

As the research has demonstrated, cell phones and other electronic devices have become increasingly more capable and increasingly more disruptive to students in recent years. It is critical that students are engaging in their coursework and collaborating with their peers with as few distractions as possible in order to achieve the social and academic goals we are partnering with you and your families to reach. We request your partnership in helping stress the importance of this updated policy. Please review [telephoning](#) for information on reaching your student during school hours.

GUM ON CAMPUS

Responsible gum chewing is allowed at EBIA. Students who elect to chew gum on campus must ensure they discard chewing gum in proper trash receptacles.

APPROPRIATE LANGUAGE

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

PUBLIC DISPLAYS OF AFFECTION

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

PERSONAL GROOMING

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

ALCOHOL, TOBACCO, DRUGS

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

RESTORATIVE JUSTICE

Restorative justice promotes values and principles that use inclusive, collaborative approaches for being in community. These approaches validate the experiences and needs of everyone within the community, particularly those who have been marginalized, oppressed, or harmed. These approaches allow us to act and respond in ways that are healing rather than alienating or coercive. Restorative conferences are not punitive, but proactive.

-excerpt from Amstutz and Mullet, [Restorative Discipline for Schools](#)

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

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

1. If misbehavior occurs, the teacher will address the responsible individual(s) respectfully, reminding the student of the appropriate desired behaviors, and logging the behavior as appropriate.

2. If misbehavior persists, the teacher will ask the student(s) to step outside the classroom or individually approach the student for a 1-2-minute conference. That conference will provide the student(s) the opportunity to discuss the behavior and ways in which they can demonstrate to the class that they are ready to learn and re-join the community.
 - If the teacher feels the student(s) is/are ready to return to class, the student(s) re-joins the community and demonstrates active scholarly participation.
 - If the student returns to class and continues misbehavior, that student may be asked to write a reflection and may be referred to speak to an administrator.
 - If the teacher feels the student(s) is/are not ready to return, the student(s) may be asked to write a reflection about the undesired behavior either in that teacher's class or a neighboring class.
3. If the student(s) return(s) to class after having written a reflection and continues with unproductive behavior, the student(s) will be referred to the office and will engage in the administrative behavior support plan.
4. If the behavior in class is extreme in nature and cannot be dealt with following the aforementioned steps, the student will be referred to the office and will engage in the administrative behavior support plan and/or the School will follow its Suspension Expulsion Policy as outlined within its Charter.

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

ACADEMIC DISHONESTY

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

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

Plagiarism and Copyright Infringement definitions:

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

Assignments for which students have engaged in plagiarism and/or copyright infringement will be scored as a zero (0), and students will be asked to re-submit the assignment within two (2) weeks. In the event that a student engages in plagiarism and/or copyright infringement more than once in a given course in the school year, that student will be referred to an administrator.

REASONABLE SEARCH

The Charter School recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, Charter School has adopted a Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

Student lockers, including P.E. lockers, are school property and remain at all times under the control of the Charter School. Students shall assume full responsibility for the security of their lockers. Student lockers may not be used to store illegal, unauthorized, or contraband materials. The acceptance and use of locker facilities on school campus by any student shall constitute consent by the student to the search of such locker facilities by authorized school personnel and/or law enforcement. Inspections of lockers may be conducted by school personnel and/or law enforcement through the use of trained dogs.

A student's personal cell phone, smartphone, or other personal electronic device shall not be searched by school officials without a warrant, the student's consent, or a legitimate emergency, unless the device is lost or abandoned. An emergency is any *situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the electronic device*. If the Charter School has a good faith belief that the device is lost, stolen, or abandoned, the Charter School may only access electronic device information in order to attempt to identify, verify, or contact the owner of the device.

The Charter School is not prohibited from seizing/confiscating a student's personal electronic device, without searching its contents, if the student's use or possession of the private electronic device is in violation of Charter School rules or regulations.

STUDENT HEALTH AND SAFETY

ILLNESS

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

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

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

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

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

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

Lice: A student with lice is encouraged to remain home until lice free. Please treat your student and notify the school.

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

INJURIES

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

informed of any change in address and/or telephone numbers so that a responsible party may be reached in an emergency.

IMMUNIZATIONS

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

These required immunizations include:

Child's Grade	List of shots required to attend school
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<p>TK/K-12 Admission</p>	<p>Diphtheria, Tetanus and Pertussis (DTaP) - Five (5) doses Polio - Four (4) doses Measles, Mumps, and Rubella (MMR) - Two (2) doses Hepatitis B (Hep B) - Three (3) doses Varicella (chickenpox) – Two (2) doses</p> <p>NOTE: Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.</p>
<p>Entering 7th Grade</p>	<p>Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose Varicella (chickenpox) - Two (2) doses</p> <p>NOTE: In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet the requirements listed for grades K-12 as well as requirements for 7th grade advancement (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.</p>

MEDICATIONS

The following information regarding the administration of medications is applicable when the staff is responsible for the administration of, or assisting in the administration of, medication to students

attending school during the regular school day, which includes during school hours, before- or after-school programs, field trips, extracurricular and co-curricular activities, and camps or other activities that typically involve at least one (1) overnight stay away from home.

ADMINISTRATION OF MEDICATIONS

In order for a student to take any medication, during the regular school day, a Medication Authorization Form must be completed and on file. This includes both prescription and non-prescription medications.

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

Students in grades 6-8 must take medication with school assistance, with the exception of auto-injectable epinephrine and inhaled asthma medication.

ADMINISTRATION OF MEDICATION WITH SCHOOL ASSISTANCE

Any student who is or may be required to take, during the regular school day, prescription medication prescribed or ordered for the student by an authorized health care provider may be assisted by a designated Charter School health aide.

In order for a student to be assisted by the designated Charter School personnel in administering medication, Charter School shall obtain both:

1. A written statement from the student's authorized health care provider detailing the name of the medication, method, amount/dosage, and time schedules by which the medication is to be taken, and
2. A written statement from the parent, foster parent, or guardian of the student indicating the desire that EBIA assist the student in the matters set forth in the statement of the authorized health care provider.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

SELF-ADMINISTRATION OF AUTO-INJECTABLE EPINEPHRINE AND INHALED ASTHMA MEDICATION (WITHOUT SCHOOL ASSISTANCE)

Students will be permitted to self-carry and self-administer auto-injectable epinephrine ("EpiPen") and inhaled asthma medication if an authorized health care provider has indicated that a student may need to take this medication or is required to take this medication during the regular school

day. In order to carry and self-administer this medication, EBIA must receive the following:

1. A written statement from the student's authorized health care provider (1) detailing the name of the medication, method, dosage/amount, and time schedules by which the medication is to be taken, and (2) confirming that the student is able to self-administer an EpiPen or inhaled asthma medication, and
2. A written statement from the parent, foster parent, or guardian of the student (1) consenting to the self-administration, (2) providing a release for the school nurse or designated Charter School personnel to consult with the health care provider of the student regarding any questions that may arise with regard to the medication, and (3) releasing EBIA and Charter School personnel from civil liability if the self-administering student suffers an adverse reaction as a result of self-administering medication.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

Prior to approving self-administration of a prescription medication, EBIA may elect to observe and document the student's ability to safely and competently self-carry and self-administer the medication as directed by the authorized health care provider.

A student may be subject to disciplinary action if the student uses a prescription medication in a manner other than as prescribed.

Any student requiring insulin shots must establish a plan for administration of insulin shots with the Principal in consultation with the parent or guardian and the student's medical professional.

SELF-ADMINISTRATION OF OTHER PRESCRIPTION MEDICATION (WITHOUT SCHOOL ASSISTANCE) FOR STUDENTS IN GRADES 6-8

EBIA does not permit grade 6-8 students to self-carry and self-administer prescription medication with the exception of auto-injectable epinephrine ("EpiPen") and inhaled asthma medication.

SELF-ADMINISTRATION OF OTHER PRESCRIPTION MEDICATION (WITHOUT SCHOOL ASSISTANCE) FOR STUDENTS IN GRADES 9-12

Students in grade 9-12 may be permitted to self-carry and self-administer other prescription medication (other an Epi Pen or asthma inhaler) if an authorized health care provider has indicated that a student may need to take this medication or is required to take this medication during the regular school day. In order to carry and self-administer this medication, EBIA must receive the following:

1. A written statement from the student's authorized health care provider (1) detailing the name of the medication, method, dosage/amount, and time schedules by which the medication is to be taken, and (2) confirming that the student is able to self-administer the medication, and
2. A written statement from the parent, foster parent, or guardian of the student (1) consenting to the self-administration, (2) providing a release for the school nurse or designated Charter School personnel to consult with the health care provider of the student regarding any questions that may arise with regard to the medication, and (3) releasing EBIA and Charter School personnel from civil liability if the self-administering student suffers an adverse reaction as a result of self-administering medication.

OBSERVATION AND DOCUMENTATION PROCESS FOR SELF-ADMINISTRATION OF PRESCRIPTION MEDICATIONS

EBIA will use the following procedure to observe and document a student's ability to safely and competently self-carry and self-administer the medication as directed by the authorized health care provider.

- Observation of the student self-administering the medication.
- Determination of the student's capability to have in his or her possession all necessary equipment and supplies.
- Determination of the student's capability to adhere to standard precautions and appropriate handling of syringes, needles, lancets, and other medical equipment.
- Determination of the student's capability to maintain safety and privacy.
- Development of an individualized school healthcare plan (ISHP) by the Principal or designated personnel if the student's health condition and status require monitoring and supervision.
- Development of a Section 504 Plan or a written agreement with the student that includes:
 - Procedures for reporting to designated school personnel any problems with medication, supplies or equipment, or if and when the student needs assistance.
 - A monitoring system for tracking self-medicating student outcomes.
 - Information for the student of what constitutes responsible behavior and that any act of inappropriate behavior with regard to self-administration of medication, such as sharing medications with peers, may result in the school administrator

- informing the parent or guardian and revoking the privilege of self-administration.
- Provision for the student to keep on his or her person a copy of the authorized health care provider and parent or guardian written statements.
- Recommendation that the student carry photo identification.

ADDITIONAL GUIDELINES

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

ALLERGY REPORTING

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

SAFE SCHOOL ENVIRONMENT

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

PHYSICAL EXAMINATIONS AND RIGHT TO REFUSE

All students must complete a health screening examination on or before the 90th day after the student's entrance into first grade or such students must have obtained a waiver pursuant to Health and Safety Code Sections 124040 and 124085. This examination can be obtained from your family physician or possibly through the services provided by your County Health Department. Information and forms are distributed to students enrolled in kindergarten. If your child's medical status changes, please provide the teacher with a physician's written verification of the medical issue, especially if it impacts in any way your child's ability to perform schoolwork.

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

SCHOOLBUS AND PASSENGER SAFETY

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

SCHOOL SAFETY PLAN

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

SUDDEN CARDIAC ARREST PREVENTION AND AUTOMATED EXTERNAL DEFIBRILLATORS

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

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

CONCUSSION/HEAD INJURY

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

OPIOID INFORMATION SHEET

The Charter School annually provides each athlete with an Opioid Factsheet for Patients published by the Centers for Disease Control and Prevention. The athlete and, if the athlete is 17 years of age or younger, the athlete’s parent or guardian shall sign a document acknowledging receipt of the Opioid Factsheet for Patients and return that document to the Charter School before the athlete initiates practice or competition. The fact sheet is available at:

<https://www.cdc.gov/drugoverdose/pdf/AHA-Patient-Opioid-Factsheet-a.pdf>

PREGNANT AND PARENTING STUDENTS

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

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

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

Senior Director of Operations: Bonita Herrera
3400 Malcolm Avenue, Oakland, CA 94605
Phone: 510-577-9557

A copy of the UCP is available upon request at the main office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Senior Director of Operations.

HUMAN TRAFFICKING PREVENTION

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

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

DIABETES

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

A copy of the information sheet regarding type 2 diabetes is available at:

<https://www.cde.ca.gov/ls/he/hn/type2diabetes.asp>.

Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

The Charter School will provide an information sheet regarding type 1 diabetes to the parent or guardian of a student when the student is first enrolled in elementary school, pursuant to Education Code Section 49452.6. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 1 diabetes.
2. A description of the risk factors and warning signs associated with type 1 diabetes.
3. A recommendation that parents or guardians of students displaying warning signs associated with type 1 diabetes should immediately consult with the student's primary care provider to determine if immediate screening for type 1 diabetes is appropriate.
4. A description of the screening process for type 1 diabetes and the implications of test results.
5. A recommendation that, following a type 1 diagnosis, parents or guardians should consult

with the pupil's primary care provider to develop an appropriate treatment plan, which may include consultation with and examination by a specialty care provider, including, but not limited to, a properly qualified endocrinologist.

A copy of the information sheet regarding type 1 diabetes is available at:

<https://www.cde.ca.gov/ls/he/hn/type1diabetes.asp>. Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

Type 2 Diabetes Description

Type 2 diabetes is the most common form of diabetes in adults. Until a few years ago, type 2 diabetes was rare in children, but it is becoming more common, especially for overweight teens. According to the

U.S. Centers for Disease Control and Prevention ("CDC"), one in three American children born after 2000 will develop type 2 diabetes in his or her lifetime.

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

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

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

Risk Factors

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

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

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

Warning Signs and Symptoms Associated with Type 2 Diabetes

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

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

Type 2 Diabetes Prevention Methods and Treatments

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

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

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

Types of Diabetes Screening Tests That Are Available

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

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

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

MENTAL HEALTH SERVICES

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

Available on Campus:

- School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. Our Charter School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed in this letter, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to contact Robert Moore at 510-577-9557 to request an evaluation.
- Prescription medication while on campus – if your child requires prescription medication

during school hours and you would like assistance from School staff in providing this mediation to your child, please contact Office Manager at 510-577-9557.

Available in the Community:

- Alameda County Behavioral Health Care Services 2000 Embarcadero #400, Oakland, CA 94606
(510) 567-8100

Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273- 8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

DANGERS OF SYNTHETIC DRUGS

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically, has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.

A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

Synthetic drugs include but are not limited to synthetic cannabinoids (“synthetic marijuana,” “Spice,” “K2”), methamphetamines, bath salts, and fentanyl.

The California Department of Public Health (“CDPH”), has expounded on the extreme danger of

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drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent.

Additional information regarding fentanyl from the CDPH's Substance and Addiction Prevention Branch [can be found here](#).

SAFE STORAGE OF FIREARMS

The purpose of this notice is to inform and to remind parents and legal guardians of all students at the Charter School of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. **These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.**

To help everyone understand their legal responsibilities, this notice spells out California law regarding the storage of firearms. Please take some time to review this notice and evaluate your own personal practices to assure that you and your family are in compliance with California law:

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
 - The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor **never** actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner

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found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.

- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

The county or city may have additional restrictions regarding the safe storage of firearms. Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

SCHOOL OPERATIONS & PROCEDURES

NON DISCRIMINATION STATEMENT

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

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

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

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

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

enrollment lottery; and (3) before disenrollment of a student.

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex), Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin), The Age Discrimination Act of 1975, the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability). The Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

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

Senior Director of Operations: Bonita Herrera
3400 Malcolm Avenue, Oakland, CA 94605
Phone: 510-577-9557

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

VISITS AND CLASSROOM OBSERVATIONS

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

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

While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse

with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher's and Principal's written permission.

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

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

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

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

VOLUNTEERING

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

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

PARENT VOLUNTEERS

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

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

PARENTS' PERMISSION FOR THE PUBLICATION OF STUDENT WORK/PICTURES

I understand that from time-to-time the school may wish to publish examples of student projects, photographs of students, and other work on an Internet accessible World Wide Web server. If you have any concerns or do not give consent, please contact info@eastbayia.org.

LOST OR DAMAGED SCHOOL PROPERTY

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

MEAL PROGRAM

EBIA participates in the National School Lunch Program ("NSLP. Commencing with the 2022-23 school year , the Charter School shall provide two (2) nutritionally adequate meals to each student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free meal per meal service (breakfast and lunch) each school day. This shall apply to all pupils in kindergarten through grade twelve (12). All parents/guardians of EBIA students are all encouraged to apply. Applications for school meals are available in the main office throughout the year. There is no deadline to apply.

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

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

STUDENT RECORDS

PUPIL RECORDS, INCLUDING CHALLENGES AND DIRECTORY INFORMATION

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

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

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

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

Parents or eligible students who wish to ask the School to amend a record should write to the

Executive Director or designee, clearly identify the part of the record they want changed, and specify why it should be changed. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible student, the Executive Director must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing. The right to provide written consent before the School discloses personally identifiable information (“PII”) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

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

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

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

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

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

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

FERPA permits the disclosure of PII from student's education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations.

Except for disclosures to School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the School to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A School may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student to the following parties:

1. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the pupil intends to enroll. Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at the parent or eligible student's last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena.

Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;

9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the pupil's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or non related extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by Charter School for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by Charter School; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by Charter School with respect to that alleged crime or offense. Charter School discloses the final results of the disciplinary proceeding regardless of whether Charter School concluded a violation was committed.

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

DIRECTORY INFORMATION

"Directory information" is information that is generally not considered harmful or an invasion of privacy if released. Charter School may disclose the personally identifiable information that it has designated as directory information without a parent's or eligible student's prior written consent. The Charter School has designated the following information as directory information:

- * Student's name
- * Student's Address
- * Parent/guardian's Address
- * Telephone listing
- * Student's electronic mail address
- * Parent/guardian's electronic mail address

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

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

Use of Student Information Learned from Social Media

The Charter School complies with all federal, state, and local guidelines regarding the gathering and/or maintenance of information about any enrolled student obtained from social media in the student's educational record. The Charter School gathers student information from social media. Such information shall be maintained in the Charter School's records with regard to the student and shall be destroyed within one (1) year after a student turns 18 years of age or within one (1) year after the student is no longer enrolled in the Charter School, whichever occurs first.

A non-minor student or a student's parent or guardian may access the student's records for examination of the information, request the removal of information or corrections made to information gathered or maintained by the Charter School by contacting the Executive Director.

EDUCATION OF HOMELESS CHILDREN AND YOUTH ANNUAL NOTICE

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

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence. It includes children and youths who (42 U.S.C. section 11434a):

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1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of "homeless."

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

HOMELESS STUDENT LIAISON

The Executive Director or designee designates the following staff person as the Charter School/Program Homeless Student Liaison for homeless students attending the Charter School (42 USC 11432(g)(1)(J)(ii)):

Homeless Liaison: Bonita Herrera, Senior Director of Operations
East Bay Innovation Academy
3400 Malcolm Avenue
Oakland, CA 94605
(510) 577-9557

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

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School
2. Homeless students enroll in and have a full and equal opportunity to succeed at Charter School.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act ("IDEA"), any other preschool programs administered by EBIA, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.

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5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Homeless Student Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Homeless Student Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

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

HOUSING QUESTIONNAIRE

EBIA shall administer a housing questionnaire for purposes of identifying homeless children and youth. Charter School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Charter School shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at Charter School. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. Charter School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

HIGH SCHOOL GRADUATION REQUIREMENTS FOR HOMELESS STUDENTS

Homeless students who transfer to the Charter School any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

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

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

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

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

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

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

the student graduate before the end of the student's fourth year of high school.

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

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

ACCEPTANCE OF COURSE WORK FOR HOMELESS STUDENTS

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

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

For any homeless student who enrolls at the EBIA, a copy of the complete policy shall be provided at the time of enrollment. A complete copy of this Policy is available at the Office at the Lower Campus, 3400 Malcolm Avenue, Oakland, CA 94605 or the Office at the Upper Campus, 3800 Mountain Boulevard, Oakland, CA 94619.

EDUCATION OF FOSTER AND MOBILE YOUTH ANNUAL NOTICE

DEFINITIONS

For the purposes of this annual notice the terms are defined as follows:

- *“Foster youth”* means any of the following:
 1. A child who has been removed from their home pursuant to Section 309 of the Welfare and Institutions Code.
 2. A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code (“WIC”) section 300 or 602 (whether or not the child has been removed from the child’s home by juvenile court).
 3. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
 4. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
 - a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
 - b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
 - c. The nonminor is participating in a transitional independent living case plan.
 5. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.²
 6. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

- *“Former juvenile court school student”* means a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to the Charter School, excluding a school district operated by the Division of Juvenile Justice of the Department of Corrections and Rehabilitation, from a juvenile court school.

² The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

- *“Child of a military family”* refers to a student who resides in the household of an active duty military member.
- *“Currently Migratory Child”* refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency (“LEA”), either within California or from another state, so that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child’s eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
- *“Student participating in a newcomer program”* means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a student participating in the newcomer program will be collectively referred to as “Foster and Mobile Youth.” Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a “parent/guardian.”

FOSTER AND MOBILE YOUTH LIAISON

The Executive Director or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Liaison for Foster and Mobile Youth:
Bonita Herrera, Senior Director of Operations
East Bay Innovation Academy
3400 Malcolm Avenue
Oakland, CA 94605
(510) 577-9557

The Foster and Mobile Youth Liaison’s responsibilities include but are not limited to the following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school of foster children.
2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

SCHOOL STABILITY

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

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking re enrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

GRADUATION REQUIREMENTS FOR FOSTER AND MOBILE YOUTH

Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and pupils participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption. In the case of a pupil participating in a newcomer program, enrollment in grade 11 or 12 based on the average age of students in the third or fourth year of high school may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the parent/guardian, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's parent/guardian/educational rights holder. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless

of whether the student previously declined the exemption.

If a Foster and Mobile Youth who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the youth and the youth at one time qualified for the exemption, even if the pupil is no longer a Foster and Mobile Youth or the court's jurisdiction of the pupil has terminated.

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a child of a military family, a currently migratory child or a pupil participating in a newcomer program.

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

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

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

1. Consult with the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Consult with the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter

School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

Through January 1, 2028, upon making a finding that a Foster and Mobile Youth **is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5th) year to complete the statewide coursework requirements. Charter School shall consult with the Foster and Mobile Youth and the educational rights holder regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a institution of higher education.
3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a Foster and Mobile Youth is not eligible for an exemption in the year in which the pupil transfers between schools, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

- 1) Within the first 30 calendar days of the **following** academic year, Charter School shall reevaluate eligibility;
- 2) Provide written notice to the pupil, the educational rights holder, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

- 3) If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall:
 - i. provide the pupil with the option to receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, or
 - ii. to stay in school for a fifth year to complete the Charter School's additional graduation requirements.

Charter School shall provide notification of the availability of these options. The pupil (if not a minor) or the educational rights holder shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

ACCEPTANCE OF COURSEWORK

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

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

STUDENT RECORDS

When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"),

the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

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

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parent/guardian consent. Students who are 16 years of age or older or have finished 10th grade may access their own school records.

DISCIPLINE DETERMINATIONS

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

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

COMPLAINTS OF NONCOMPLIANCE

A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

REPORTING REQUIREMENTS

Charter School shall report to the California Department of Education (“CDE”) annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School’s graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data. For purposes of this subdivision, “pupil category” means the categories of pupils identified in the “Definitions” section of this Policy, above.

AVAILABILITY OF COMPLETE POLICY

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

SECTION 504

EBIA recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of EBIA. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to learning, is eligible for accommodations by EBIA. The parent of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Executive Director. A copy of EBIA’s Section 504 policies and procedures is available upon request at the main office.

SPECIAL EDUCATION / STUDENTS WITH DISABILITIES

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. EBIA provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act (“IDEA”), Education Code requirements, and applicable policies and procedures of the El Dorado County SELPA. These services are available for special education

students enrolled at EBIA. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. EBIA collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

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

Director of Student Support Services: Robert Moore
3400 Malcolm Avenue, Oakland, CA 94605
Phone: 510-577-9557

UNIFORM COMPLAINT PROCEDURES

The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. The Charter School shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure (“UCP”) adopted by our Governing Board for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or 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 Charter School program or activity.
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
 - Accommodations for Pregnant, Parenting or Lactating Students;
 - Adult Education;
 - Career Technical and Technical Education;

- Career Technical and Technical Training;
- Child Care and Development Programs;
- Consolidated Categorical Aid;
- Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
- Every Student Succeeds Act;
- Migrant Education Programs;
- Regional Occupational Centers and Programs;
- School Safety Plans; and/or
- State Preschool Programs.

3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

- 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.
- 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.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints of noncompliance with laws relating to pupil fees may be filed with the Executive Director or the Compliance Officer identified below.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or Local Control and Accountability Plans ("LCAP") under Education Code sections 47606.5 and 47607.3, as applicable. If the Charter School adopts a School Plan for Student Achievement ("SPSA") in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to

Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations (“C.F.R.”) sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations (“C.C.R.”) sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Complaints regarding state preschool health and safety issues in local educational agencies exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated.

Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:

Compliance Officer: Bonita Herrera, Senior Director of Operations
East Bay Innovation Academy
3400 Malcolm Avenue
Oakland, CA 94605
(510) 577-9557

Only complaints regarding pupil fees or LCAP compliance may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees or LCAP.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six (6) 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, or bullying. All other complaints under the UCP shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Charter School’s Board of Directors approved the LCAP or the annual update was adopted by the Charter School.

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and the Charter School’s UCP Policy. The Compliance Officer shall provide the complainant with a final written investigation report (“Decision”) within sixty (60) calendar days from the Charter School’s receipt of the complaint. This

sixty (60) calendar day time period may be extended by written agreement of the complainant.

The complainant has a right to appeal the Charter School's Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of the Charter School's written Decision, except if the Charter School has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with the Charter School, a copy of the Charter School's Decision, and the complainant must specify and explain the basis for the appeal of the Decision, including at least one of the following:

1. The Charter School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the Charter School's Decision are not supported by substantial evidence.
4. The legal conclusion in the Charter School's Decision is inconsistent with the law.
5. In a case in which the Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals the Charter School's Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct

intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

If the Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, the Charter School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of the complainant's right to file a complaint in accordance with 5 C.C.R. § 4622.

A copy of the UCP shall be available upon request free of charge in the main office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the Executive Director.

APPENDIX: COMPLETE POLICIES

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

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

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or

physical disability, sex, (including pregnancy and related conditions, and parental status) gender, gender identity, gender expression, nationality (including national origin and country of origin), , race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), immigration and citizenship status, religion (including agnosticism and atheism), religious affiliation, sexual orientation, childbirth or related medical conditions, genetic information, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable federal, state, local law, ordinance or regulation. Hereafter, such actions are referred to as “misconduct prohibited by this Policy.”

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

Moreover, EBIA will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with which EBIA does business, or any other individual, student, or volunteer. This policy applies to all employee, student, or volunteer actions and relationships, regardless of position or gender. EBIA promptly and thoroughly investigates and responds to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. EBIA complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy

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

Title IX, Harassment, Intimidation, Discrimination, and Bullying
Coordinator: Bonita Herrera, Senior Director of Operations
East Bay Innovations Academy
3400 Malcolm Avenue
Oakland, CA 94605

DEFINITIONS

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected

basis

- Retaliation for reporting or threatening to report harassment
- Deferential or preferential treatment based on any of the protected characteristics listed above

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 et. seq; 34 C.F.R. § 106.1 et. seq) and California state law prohibit discrimination and harassment on the basis of sex. Under Title IX, “sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
- “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

In accordance with Title IX and California laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution’s admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by EBIA.

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

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - o Rape, sexual battery, molestation or attempts to commit these assaults and
 - o Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - o Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
 - o Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct
 - o Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conductor intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
 - o Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
 - o Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - o Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms)

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.

PROHIBITED BULLYING

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

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following:

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

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

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

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

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

or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

- e. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
3. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

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

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

Bullying and Cyberbullying Prevention Procedures

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

1. CYBERBULLYING PREVENTION PROCEDURES

EBIA advises students:

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

EBIA informs Charter School employees, students, and parents/guardians of EBIA’s policies

regarding the use of technology in and out of the classroom. EBIA encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies. Education

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

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

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

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

2. PROFESSIONAL DEVELOPMENT

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

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

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

- Self-destructiveness or displays of odd behavior
- Decreased self-esteem
- Charter School also informs certificated employees about the groups of students determined by EBIA, and available research, to be at elevated risk for bullying. These groups include but are not limited to:
 - Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
 - Students with physical or learning disabilities.

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

Grievance Procedures

1. SCOPE OF GRIEVANCE PROCEDURES

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

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

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

2. REPORTING

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

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

Bonita Herrera, Senior Director of Operations
East Bay Innovation Academy
3400 Malcolm Avenue
Oakland, CA 94605
(510) 577-9557

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. EBIA will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

EBIA acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

EBIA prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

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

3. SUPPORTIVE MEASURES

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

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

4. INVESTIGATION AND RESPONSE

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of EBIA, the Coordinator (or administrative designee) will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator (or administrative designee) will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator (or administrative designee) will not reveal confidential information related to other students or employees.

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

- Notice of the Allegations
 - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include: A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
 - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
 - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
 - A statement that EBIA prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
 - EBIA may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with EBIA's policies.
 - EBIA may remove a respondent from EBIA's education program or activity on an emergency basis, in accordance with EBIA's policies, provided that EBIA undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
 - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
 - If a formal complaint of sexual harassment is filed, EBIA may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If EBIA offers such a process, it will do the following:
 - Provide the parties with advance written notice of:
 - The allegations;
 - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal

- complaint of sexual harassment arising from the same allegations;
 - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
 - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
 - Obtain the parties' advance voluntary, written consent to the informal resolution process.
- EBIA will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
 - The decision-maker will not be the same person(s) as the Coordinator or the investigator. EBIA shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
 - In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
 - The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
 - The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
 - A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
 - Prior to completion of the investigative report, EBIA will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
 - The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
 - If the investigation reveals that the alleged harassment did not occur in EBIA's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable EBIA policy.
 - EBIA may dismiss a formal complaint of sexual harassment if:
 - The complainant provides a written withdrawal of the complaint to the Coordinator;
 - The respondent is no longer employed or enrolled at EBIA; or

- The specific circumstances prevent EBIA from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
 - If a formal complaint of sexual harassment or any of the claims therein are dismissed, EBIA will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
 - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
 - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
 - EBIA will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
 - The allegations in the formal complaint of sexual harassment;
 - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - The findings of facts supporting the determination;
 - The conclusions about the application of EBIA's code of conduct to the facts;
 - The decision and rationale for each allegation; Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
 - The procedures and permissible bases for appeals.

5. CONSEQUENCES

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

6. RIGHT OF APPEAL

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

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

- The complainant and the respondent shall have the same appeal rights and EBIA will implement appeal procedures equally for both parties.
- Within five (5) business days of EBIA's written decision or dismissal of the complaint, the complainant or respondent may submit a written appeal to the Coordinator.
- The decision-maker(s) for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decision-maker(s).
- The complainant and respondent may appeal from a determination regarding responsibility, and from EBIA's dismissal of a formal complaint or any allegations therein, on the following bases:
 - Procedural irregularity that affected the outcome of the matter;
 - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 - The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- EBIA will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

7. RECORDKEEPING

All records related to any investigation of complaints under this Policy are maintained in a secure location. EBIA will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that

informal resolution.

- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

TITLE IX, Harassment, Intimidation, Discrimination & Bullying COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Date: _____

Signature of Complainant

Print Name

To be completed by the Charter School:

Received by: _____

Date: _____

Follow up Meeting with Complainant held

EMPLOYEE INTERACTIONS WITH STUDENTS POLICY (FROM EMPLOYEE HANDBOOK)

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

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

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

Unacceptable Behaviors

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

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding

- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without parental permission

- Being alone in a room with a student at school with the door closed
- Allowing students in your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or other responsible adult
- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student
- Sending emails, text messages, Facebook responses, or letters to students or connecting through any social media channel if the content is not age appropriate and/or about school activities.

Acceptable and Recommended Behaviors

- Obtaining parent's written consent for any after-school activity on or off campus (exclusive of tutorials).
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions.
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via school-based technology and equipment).
- Keeping the door open when alone with a student.
- Keeping reasonable and appropriate space between you and the student.
- Stopping and correcting students if they cross your own personal boundaries.
- Keeping parents informed when a significant issue develops about a student.
- Keeping after-class discussions with a student professional and brief.
- Asking for advice from senior-staff or administration if you find yourself in a difficult situation related to "boundaries."
- Involving your direct supervisor about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers.

- Asking another staff member to be present if you will be alone with any student who may have severe social or emotional challenges (and you are not the assigned case educator).
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours.
- Giving students praise and recognition without touching them in questionable areas; appropriate pats on the back, high-fives, and handshakes are appropriate.
- Keeping your professional conduct a high priority during all moments of student contact.
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.

8. PUPIL SUSPENSION AND EXPULSION POLICY

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at noncharter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion, or involuntary removal.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed annually as part of the Family-Student Handbook which will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians³ are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and its procedures are available in the Family-Student Handbook and is available online and printed in the office of the Executive Director, Miranda Thorman.

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. The

³ The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian, and shall inform the student, and the student's parent/guardian, of the basis for which the pupil is being involuntarily removed and the student's parent/guardian's, right to request a hearing to challenge the involuntary removal. If a student's parent/ guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/ guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

A. GROUNDS FOR SUSPENSION AND EXPULSION OF STUDENTS

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

B. ENUMERATED OFFENSES

1. Discretionary Suspension and Expulsion Offenses: Students may be suspended and/or recommended for expulsion when it is determined the pupil:
 - a) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. Only students in grades 9 to 12, inclusive, may be suspended for this offense. No student in any grade may be expelled for this offense.
 - b) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - c) Willfully used force or violence upon the person of another, except self-defense.
 - d) Unlawfully possessed, used or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - e) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

- f) Committed or attempted to commit robbery or extortion.
- g) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- h) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- i) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- j) Committed an obscene act or engaged in habitual profanity or vulgarity.
- k) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the creation of transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video or image.

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

iii. An act of cyber sexual bullying.

- (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

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

w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the pupil unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

2. Non-Discretionary Suspension and Expellable Offenses: Students must be suspended and

recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
- b) Brandishing a knife at another person.
- c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4

If it is determined by the Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

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

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

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

C. SUSPENSION PROCEDURE

Suspensions shall be initiated according to the following procedures:

1. Conference

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

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

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. In addition, the notice may also state the time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

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

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

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

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more schooldays, the homework that the pupil would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a), and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

D. AUTHORITY TO EXPEL

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

A student may be expelled either by the neutral and impartial Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board as needed. The Administrative Panel should consist of at least three (3) members who are certificated and neither a teacher of the pupil nor a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Charter School Board of Directors shall make the final determination.

E. EXPULSION PROCEDURES

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

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

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

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

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

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

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

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

G. RECORD OF HEARING

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

H. PRESENTATION OF EVIDENCE

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

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

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

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

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the pupil shall immediately be returned to his/her previous educational program.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

I. WRITTEN NOTICE TO EXPEL

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

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

J. DISCIPLINARY RECORDS

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

K. NO RIGHT TO APPEAL

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

L. EXPELLED PUPILS/ALTERNATIVE EDUCATION

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

M. REHABILITATION PLANS

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

N. READMISSION OR ADMISSION OF PREVIOUSLY EXPELLED STUDENT

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

O. NOTICE TO TEACHERS

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

P. INVOLUNTARY REMOVAL FOR TRUANCY

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

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

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

1. Notification of SELPA

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

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

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

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

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

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

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

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

4. Due Process Appeals

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

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

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

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

5. Special Circumstances

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

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

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

6. Interim Alternative Educational Setting

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

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

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

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

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

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

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

-- .

the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

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

PARENT AND STUDENT HANDBOOK ACKNOWLEDGEMENT

We acknowledge, by our signatures below, that we have read, discussed, understand and agree to abide by the expectations outlined in the "EBIA 2023-24 Family-Student Handbook," including the attached Appendices.

.	.
Parent/Guardian's Signature	Date
_____	_____
Parent Name Printed	

.	.
Student's Signature	Date
_____	_____
Student Name Printed	

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

within 21 days of the first day of school.

THANK YOU!!



**EAST BAY INNOVATION ACADEMY (EBIA) TEAM
MEMBER HANDBOOK
July 2023**

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WELCOME

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

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

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

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

Team Member Handbook

collective bargaining agreement shall be controlling. If you have any questions or concerns about this Handbook or any other policy or procedure, please ask the Executive Director, your Supervisor, or the Director of Operations.

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

Again, welcome to East Bay Innovation Academy!

EMPLOYMENT POLICIES

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

AT-WILL EMPLOYMENT

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

EQUAL EMPLOYMENT OPPORTUNITY

EBIA is an equal opportunity employer and makes employment decisions based on merit. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including but not limited to traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a

driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);

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

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

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee 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.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. EBIA will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. EBIA will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation

POLICY AGAINST UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALIATION

EBIA is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. EBIA's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including reproductive health

decision-making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

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

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

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

Prohibited Unlawful Harassment

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

Prohibited Unlawful Sexual Harassment

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

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

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

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment.

Other staff will receive sexual harassment prevention training as required by law.

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

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - o Rape, sexual battery, molestation or attempts to commit these assaults and
 - o Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:

- o Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
- o Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
- o Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - o Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
 - o Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - o Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

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

PROFESSIONAL BOUNDARIES: EMPLOYEE-STUDENT INTERACTIONS

Boundaries Defined

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

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

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

- A. Examples of PERMITTED actions (NOT corporal punishment)
 1. Stopping a student from fighting with another student;
 2. Preventing a pupil from committing an act of vandalism;
 3. Defending yourself from physical injury or assault by a student;
 4. Forcing a pupil to give up a weapon or dangerous object;
 5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
 6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

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

Acceptable and Unacceptable Behavior

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

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

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

Unacceptable Behaviors

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

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

Acceptable and Recommended Behaviors

- Obtaining parent's written consent for any after-school activity on or off campus (exclusive of tutorials).
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions.
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via school-based technology and equipment).
- Keeping the door open when alone with a student.
- Keeping reasonable and appropriate space between you and the student.
- Stopping and correcting students if they cross your own personal boundaries.
- Keeping parents informed when a significant issue develops about a student.
- Keeping after-class discussions with a student professional and brief.
- Asking for advice from senior-staff or administration if you find yourself in a difficult situation related to "boundaries."
- Involving your direct supervisor about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-

workers.

- Asking another staff member to be present if you will be alone with any student who may have severe social or emotional challenges (and you are not the assigned case educator).
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours.
- Giving students praise and recognition without touching them in questionable areas; appropriate pats on the back, high-fives, and handshakes are appropriate.
- Keeping your professional conduct a high priority during all moments of student contact.
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.

Reporting

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

Investigating

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

Consequences

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

The School's image in front of students, parents (i.e., our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. We will absolutely not tolerate conduct toward our customers

or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Executive Director.

Prohibited Conduct

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

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

- abusive language at any time on School premises or during working hours.
- Violation of any safety, health, security or School rule.
- Working overtime without authorization or refusing to work assigned overtime.

DISABILITIES – REASONABLE ACCOMMODATION

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

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

WORKERS' COMPENSATION

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

OCCUPATIONAL SAFETY

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

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

reported immediately.

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

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

ACCIDENT/INCIDENT REPORTING

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

CONFLICTS OF INTEREST

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

PERSONNEL RECORDS

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

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

put in writing. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. Employer will respond to such a request within thirty (30) days of receipt of the written request.

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

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

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

EMPLOYMENT OF RELATIVES

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

PROPERTY, INCLUDING PROPRIETARY AND CONFIDENTIAL INFORMATION

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

PROPRIETARY INFORMATION

Proprietary information includes all information relating in any manner to the business of EBIA and its schools, students, parents, consultants, customers, clients, and business associates obtained by EBIA team members during the course of their work. This Handbook, for example,

contains proprietary information. Occasionally, in the service of EBIA's mission, EBIA may choose to share otherwise proprietary information (e.g., best practices) with outside parties. Such documents will be prepared specifically for publication and dissemination, with the express approval of the Executive Director and/or the Board of Directors. If an individual team member receives a request from an outside party for either paper or electronic copies of EBIA documents, that individual should direct the request to the CFO/COO or their Supervisor before disseminating documents.

CONFIDENTIAL INFORMATION

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

SECURITY

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

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

OBLIGATIONS ON TERMINATION

On termination of employment, whether voluntary or involuntary, all EBIA documents, computer records, and other tangible EBIA property in the team member's possession or control must be returned to EBIA. This includes, but is not limited to, EBIA-issued laptops. In addition, any and all school supplies purchased with EBIA funds (including private grants, federal and state funding designated for the use of the organization, the school, and/or its students) are EBIA property and must be returned to EBIA. These items may include, but are not limited to, the following: computer equipment, software, professional books and binders received during training, dictionaries and other reference materials, bulletin boards, textbooks, leveled books, classroom books, library books, posters, consumable workbooks, office supplies,

etc. This is true regardless of purchase method; that is, furniture, equipment and supplies are EBIA property regardless of whether they were purchased directly using a purchase order or credit card, or purchased by the team member but later reimbursed by EBIA through its expense reimbursement process.

TECHNOLOGY USE AND PRIVACY

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

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

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

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

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

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

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

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

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

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

SOCIAL MEDIA POLICY

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

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;

- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

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

PRIVACY

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

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

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

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

EBIA PROPERTY AND INFORMATION

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

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

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

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

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

WHISTLEBLOWER POLICY

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

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

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

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

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

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

EMPLOYMENT CONDITIONS

IMMIGRATION LAW COMPLIANCE

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

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

CREDENTIAL REQUIREMENTS

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

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

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

TUBERCULOSIS TEST

All employees of the School must submit written proof from a health care provider of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are

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

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

CRIMINAL BACKGROUND CHECKS

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

No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with, or convicted of any offense during their employment with the School, the employee must immediately report as much to the Executive Director.

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

SUBSEQUENT ARREST NOTIFICATION SERVICE

All team members are subject to “Subsequent Arrest Notification Service” by the DOJ once they have been fingerprinted for EBIA. Any time a team member is arrested after his or her initial background clearance for the School, the DOJ will notify the school Human Resources contact and send the School the new CORI information. The Director of Operations will evaluate the new information and determine whether it justifies a response from the School. If the arrest results in a conviction or a similar determination, the School will thereafter determine whether the employee is suitable for continued employment. After the evaluation has taken place and a decision has been made regarding the individual’s suitability to continue employment, the CORI records received from the DOJ will be destroyed. Applicants will receive notification of their suspension or termination. Those individuals who are suspended or terminated can make a one-time appeal to the Executive Director for reconsideration if he or she feels there has been an error in the review of their record. The decision of the Executive Director is final.

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

CHILD ABUSE AND NEGLECT REPORTING

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

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

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

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

EBIA will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

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

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

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

FIRST-AID AND CPR TRAINING

All individuals working unsupervised with children or in a classroom setting (i.e., core teachers, advisors, coaches, non-core teachers, administrators) are encouraged to receive, renew, and maintain basic first-aid and CPR certification. EBIA will periodically host First Aid and CPR training for teachers, assistants and staff; the class may take place outside of normal working hours.

For additional information on these trainings, please contact the Director of Operations.

TEAM MEMBER VOICE AND INTERNAL COMMUNICATIONS

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

OPEN DOOR POLICY

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

Teammates are encouraged to discuss their job-related concerns or complaints with the Executive Director. Concerns can be raised in person, via mail, email, or telephone. EBIA believes that teammate concerns are best addressed through this type of informal and open communication. EBIA will also attempt to keep all such expressions of concern, the results of its investigation, and the terms of the resolution confidential to the extent possible and reasonable. In the course of investigating and resolving the matter, however, some dissemination of information to others may be appropriate. No team member will be disciplined or otherwise penalized for raising a good-faith concern.

STAKEHOLDER SATISFACTION SURVEYS

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

OTHER SURVEYS

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

PERFORMANCE MANAGEMENT

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

PROFESSIONAL DEVELOPMENT

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

PERFORMANCE REVIEW

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

In addition, EBIA conducts periodic performance reviews for team members. Team members generally receive written performance evaluations at least once every year. As part of the process are also asked to provide self-evaluations. Performance ratings include feedback obtained through surveys of the community regarding both school and individual employee performance. The purpose of the review is to support the team member to become a stronger member of the team. Specifically, the review will evaluate the team member's current level of performance, to examine the progress made since the last review, and to establish goals for the team member's next review. Further, the review helps ensure that both the team member and his/her Supervisor understand their respective roles in helping the team member achieving his

or her career goals. During their performance reviews, team members are encouraged to discuss any issues raised, as well as any opportunities for advancement or career development within EBIA. A performance-based pay raise may occur within the annual appraisal process.

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

CORRECTIVE REVIEW/DISCIPLINARY ACTION

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

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

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

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

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

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

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

UPWARD FEEDBACK

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

COMPENSATION

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

BASE SALARIES

Base salaries are set according to the Executive Director depending on:

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

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

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

BASE SALARY INCREASES

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

EXEMPT VS. NONEXEMPT CLASSIFICATION OF TEAM MEMBERS

All team members are classified as either exempt or nonexempt, according to job duties as determined by the provisions of applicable law. Nonexempt employees are covered by the overtime provisions of applicable law and are required to fill out timesheets accounting for all time worked in a pay period. Nonexempt employees are entitled to an overtime premium in accordance with applicable law (see the Overtime policy below). Exempt employees are salaried employees whose job duties exempt them from the overtime provisions of applicable law. Exempt employees are paid a fixed salary determined by the duties to be performed rather than

the number of hours worked. All site leaders and educators are exempt employees. Job classifications are noted on each position description that is provided with each team member's new hire paperwork. Any team member who needs a copy of his/her position description, or wishes to inquire about his/her classification should contact the Director of Operations.

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

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

OVERTIME

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

JOB DUTIES

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

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

PAY PROCEDURES

EBIA team members are paid on a semi-monthly basis. Salaried team members are paid on the 15th day and the last working day of the month, with each paycheck including earnings for all work performed through the date of the payroll check. Hourly team members are similarly paid on the 15th day and the last working day of each month, with the payroll check on the 15th day of the month generally covering the period of time from the 25th day of the previous month to the 8th day of the month in which the payday falls, and with the payroll check on the last working day of the month generally covering the period of time from the 9th day to the 24th day of the month in which the payday falls. If a scheduled payday falls on a Saturday, Sunday or company-observed holiday, team members will be paid on the day preceding the weekend or holiday. Team members are paid for all work performed for EBIA (less withholding taxes and

authorized deductions), whether or not the work is performed on premises.

TIME RECORDS (NONEXEMPT EMPLOYEES)

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

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

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

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

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

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

MEAL PERIODS (NONEXEMPT EMPLOYEES)

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

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

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

REST PERIODS (NONEXEMPT EMPLOYEES)

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

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

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

LACTATION ACCOMMODATION

EBIA accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break

time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

EBIA will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

PAYROLL WITHHOLDINGS

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

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

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period where it will go into effect.

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

BENEFITS

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

OVERVIEW OF BENEFITS

EBIA provides a benefits package to its regular team members who are scheduled to work at least thirty (30) hours per week. The benefits package includes medical, dental and vision insurance.

EBIA employees who qualify to receive the EBIA insurance package (that is, regular full-time team members who work at least thirty (30) hours per week) and can provide written proof of alternate health and welfare benefits coverage as required by applicable law shall receive a “cash in lieu of benefits” stipend of \$3,000 annually in exchange for declining EBIA coverage. The employee must decline all three medical benefits—medical, dental, and vision. EBIA believes that providing for a team member’s future is important. All team members performing creditable service (e.g., teachers, counselors, administrators, etc.) as defined by law automatically contribute to the State Teacher’s Retirement System (“STRS”). Operational and Administrative salaried employees who do not qualify for STRS membership will instead be able to contribute to a 403(b) retirement plan with up to a 3% matching contribution from EBIA.

COBRA BENEFITS

When coverage under the School’s medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage - the employee contribution and the School’s previous contribution plus a possible administrative charge.

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

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

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

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

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

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

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

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

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

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

ATTENDANCE

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

explanation will be considered as having voluntarily resigned from his/her job. All hourly non-exempt employees must record PTO or Sick Time for every hour of absence during their normally scheduled workday.

SICK DAYS – FULL-TIME CERTIFICATED EMPLOYEES

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

PERSONAL TIME OFF FOR FULL-TIME EMPLOYEES

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

ACCRUAL OF PERSONAL TIME FOR FULL-TIME EMPLOYEES

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

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

SICK LEAVE – CLASSIFIED EMPLOYEES

Sick leave is a benefit provided to employees as a cushion for incapacitation due to illness or injury. Sick leave can be used for personal illness, or to care for a child, parent, legal guardian or ward, sibling, grandparent or grandchild, spouse, domestic partner or any other designated person (i.e., a person identified by the employee at the time the employee requests sick leave) who must receive preventative care or a diagnosis, treatment or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. An employee may also take up to twenty- four (24) hours of their sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

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

Accrued sick time is subject to a cap of two hundred and forty (240) hours. Once the cap is reached, no further sick time will accrue until some sick time is used. When some sick time is used, sick time will begin to accrue again. There is no retroactive grant of sick time for the period of time the accrued sick time was at the cap. Sick leave must be taken by employees in increments of one (1) hour.

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

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

APPROVALS FOR PTO OR SICK DAYS

Team members taking days off must notify their Supervisor as soon as practicable and, in no event, later than one hour before their scheduled starting time. Moreover, team members taking days off must advise their Supervisor of their anticipated return date and the need for work coverage. Finally, team members taking more than five (5) consecutive or ten (10) total sick days off in one year must comply with the medical certification requirements listed in the section on Family and Medical Care Leave. Team members are not permitted to borrow on expected future accrual of Sick Days.

PAID HOLIDAYS

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

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

Team members are only eligible for holiday pay on those holidays which fall within their normal work schedule as designated by the school calendar. Team members who are uncertain about

which days off are considered paid holidays should check with their Supervisors for a calendar.

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

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

LEAVES OF ABSENCE

Team members may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a qualified disability under the Americans with Disabilities Act or the Fair Employment and Housing Act. Before granting such a leave, EBIA may require a written certification from a health care provider certifying the need for the leave (this form available from the Director of Operations). Such a leave will be for a period of time consistent with applicable law, but in no event shall extend past the date on which the team member becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation.

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

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

FAMILY CARE AND MEDICAL LEAVE

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

- Employee Eligibility Criteria

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles (except for purposes of CFRA where the threshold is five (5) employees).

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

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
 - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship.
4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA

- leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.
- Amount of FMLA/CFRA Leave Which May Be Taken
 1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
 2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
 3. The “twelve month period” in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
 4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.
 - Pay during FMLA/CFRA Leave
 1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to

have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA or CFRA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

- Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA/CFRA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

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

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

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

- Seniority

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

- Medical Certifications
 1. An employee requesting FMLA/CFRA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.
 2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.
 3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
 4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.
- Procedures for Requesting and Scheduling FMLA/CFRA Leave
 1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Director of Operations. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
 2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA/CFRA leave is taken because of the employee's own serious health condition

- or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
 2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
 4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

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

PREGNANCY DISABILITY LEAVE

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

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

- Duration of Pregnancy Disability Leave

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

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works

twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

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

- Pay during Pregnancy Disability Leave
 1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period. If an employee is receiving a partial wage replacement benefit during the leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
 2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
 3. Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

EBIA shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) -month period. EBIA can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee’s failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles

the employee to pregnancy disability leave.

- There is a non-pregnancy related medical condition requiring further leave.
- Any other circumstance beyond the control of the employee.
- Seniority

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

- Medical Certifications
 1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
 2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.
- Requesting and Scheduling Pregnancy Disability Leave
 1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Director of Operations. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
 2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred

- temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
 2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
 3. In accordance with EBIA policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
 4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
 - Employment during Leave

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

PAID FAMILY LEAVE

The State of California offers a Paid Family Leave ("PFL") plan, which covers all team members who are covered by State Disability Insurance. PFL pays some compensation to employees who need time off from work to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner, to bond with a new child or to participate in a qualifying exigency related to the covered active duty or call to covered active duty of the individual's spouse, domestic partner, child, or parent in the Armed Forces of the United States. PFL offers up to eight (8) weeks of wage replacement benefits in a twelve (12)-month period. There is no minimum eligibility requirement for time worked under this plan. Finally, while PFL provides benefits, it does not provide job protection or return rights.

If an employee is receiving a partial wage replacement benefit during the PFL leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

VICTIMS OF ABUSE LEAVE

EBIA provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

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

To request leave under this policy, an employee should provide EBIA with as much advance

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

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

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

EBIA recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

VICTIMS LEAVE FOR JUDICIAL PROCEEDING RELATED TO A CRIME

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

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

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

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

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

MILITARY AND MILITARY SPOUSAL LEAVE OF ABSENCE

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

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

Except for employees serving in the National Guard, EBIA will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law.

For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active

duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

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

EBIA shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

TIME OFF TO VOTE

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

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

SCHOOL APPEARANCE AND ACTIVITIES LEAVE

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

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

be paid during the absence.

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

ORGAN DONOR/BONE MARROW DONOR LEAVE

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

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

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

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

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

VOLUNTEER CIVIL SERVICE LEAVE

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

BEREAVEMENT LEAVE

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of bereavement leave due to the death of a covered family member

(spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law), three (3) of which shall be paid. Full pay for the five (5) days shall be provided if the funeral is more than five hundred (500) miles from the employees' home. For all other employees, bereavement leave shall be unpaid unless an employee elects to use available accrued/unused paid leave. Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Upon request, an employee may be required to provide documentation of the death of a covered family member.

JURY DUTY

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

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

SAFETY AND SECURITY

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

SAFE WORKPLACE

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

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

DRUG- AND ALCOHOL-FREE WORKPLACE

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

The following are strictly prohibited by EBIA:

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

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

INSPECTIONS, AND SEARCHES ON EBIA PREMISES

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

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

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

TRANSITIONS

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

CHANGES OF STATUS

Status changes can be work related, such as:

- Position changes
- Compensation/pay changes

They can also be personal changes, such as:

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

All changes need to be recorded in Paylocity or emailed to the Director of Operations.

PROMOTIONS

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

REFERENCES

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

- *Written recommendation letters*: Because written recommendation letters are conventional in public education, it is at the discretion of the Executive Director, Supervisor or colleague to agree to write an honest letter of recommendation for a departing teammate. Executive Director, Supervisors and teammates who choose to write letters of recommendation should provide the Director of Operations with a copy for the team member's file.
- *Verbal references*: Only the Executive Director and direct Managers are permitted to provide verbal references to prospective employers of former team members.
- *Information verification*: Any EBIA current team member who receives a request for reference or information about a former team member and is not the Executive Director

or the former employee's direct Manager should simply refer the prospective employer to the Director of Operations. In this case, EBIA's policy is for the Director of Operations to verify only a team member's dates of employment, position(s) held and eligibility for rehire.

RESIGNATIONS

When a team member decides to leave for any reason, his/her Supervisor may use the opportunity to discuss the resignation in order to better understand the reason for departure. In addition, it is requested that the team member provide EBIA with a written two (2) week advance notice period.

TERMINATIONS

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

EXIT INTERVIEWS

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

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

IN CLOSING

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

ACKNOWLEDGEMENT

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

Team Member Name: _____

This is to acknowledge that I have received a copy of East Bay Innovation Academy' Team Member Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School. I have read the Handbook and agree to abide by the rules, policies, and standards set forth in the handbook.

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

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

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

Date: _____

Signed: _____

TO BE PLACED IN TEAM MEMBER'S PERSONNEL FILE

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

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

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

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Team Member Handbook

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

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant Date: _____

Print Name

To be completed by School:

Received by: _____ Date: _____

East Bay Innovation Academy

2023-2024 School Calendar

July 2023							R-19	August 2023							R-20	September 2023						
Su	M	Tu	W	Th	F	Sa		Su	M	Tu	W	Th	F	Sa		Su	M	Tu	W	Th	F	Sa
						1				1	2	3	4	5							1	2
2	3	4	5	6	7	8		6	7	8	9	10	11	12		3	4	5	6	7	8	9
9	10	11	12	13	14	15		13	14	15	16	17	18	19		10	11	12	13	14	15	16
16	17	18	19	20	21	22		20	21	22	23	24	25	26		17	18	19	20	21	22	23
23	24	25	26	27	28	29		27	28	29	30	31				24	25	26	27	28	29	30
30	31																					

October 2023							R-16	November 2023							R-16	December 2023						
Su	M	Tu	W	Th	F	Sa		Su	M	Tu	W	Th	F	Sa		Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7					1	2	3	4							1	2
8	9	10	11	12	13	14		5	6	7	8	9	10	11		3	4	5	6	7	8	9
15	16	17	18	19	20	21		12	13	14	15	16	17	18		10	11	12	13	14	15	16
22	23	24	25	26	27	28		19	20	21	22	23	24	25		17	18	19	20	21	22	23
29	30	31						26	27	28	29	30				24	25	26	27	28	29	30
																31						

January 2024							R-16	February 2024							R-19	March 2024						
Su	M	Tu	W	Th	F	Sa		Su	M	Tu	W	Th	F	Sa		Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6						1	2	3							1	2
7	8	9	10	11	12	13		4	5	6	7	8	9	10		3	4	5	6	7	8	9
14	15	16	17	18	19	20		11	12	13	14	15	16	17		10	11	12	13	14	15	16
21	22	23	24	25	26	27		18	19	20	21	22	23	24		17	18	19	20	21	22	23
28	29	30	31					25	26	27	28	29				24	25	26	27	28	29	30
																31						

April 2024							R-22	May 2024							June 2024						
Su	M	Tu	W	Th	F	Sa		Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6					1	2	3	4							1
7	8	9	10	11	12	13		5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20		12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27		19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30						26	27	28	29	30	31	23	24	25	26	27	28	29	
															30						

- School Closed: Holiday
- Minimum Days: Lower School (9AM-12PM) Upper School (8:30AM-12:15PM)
- First and Last Day of School. Minimum Days: Lower School (9AM-12PM) Upper School (8:30AM-12:15PM)
- Intercession, PLP Prep, Capstone Presentations (last week)
- PLP Days. No classes for students. Our personalized learning plans appointments will be scheduled for each EBIA student and their guardians.
- School Closed: Faculty PD
- State (SBAC) and Advanced Placement (AP) testing
- Summer Session (June 20-July 14)



2023-2024 CALENDAR OF EVENTS

DATE	EVENT
Jun-20	First Day of Summer School
Jul-3	School Closed.
Jul-4	School Closed-Holiday: July 4th
Jul-14	Last Day of Summer School
Jul-31	First Day of Teacher PD
Aug-7	First Day of School. Minimum Days: Lower School (9AM-12PM) Upper School (8:30AM-12:15PM)
Aug 7-9	EBIA School Orientation. Early Dismissal: 12PM Lower School. 12:30PM Upper School
Aug-23	PAC (Parent Advisory Council) Welcome Potluck
Aug-30	Lower School Back to School Night
Aug-31	Upper School Back to School Night
Sep-4	School Closed-Holiday: Labor Day
Sep-6	EBIA- Tech Night 6-12 @ Upper School Campus
Sep-13	PAC (Parent Advisory Council) meeting
Oct-9	School Closed-Holiday: Indigenous People's Day
Oct-18	PAC (Parent Advisory Council) meeting
Oct-20	End of Trimester 1
Oct 23-24	Fall Intersession
Oct 25-26	No Classes. Teacher PD
Oct-27	No Classes. PLP Day
Oct-28	Fall Fest!
Oct-30	Start of Trimester 2
Oct 30-31	Early Dismissal: 12PM Lower School. 12:30PM Upper School. PLP Days
Nov-10	School Closed-Holiday: Veterans Day
Nov-15	PAC Potluck/ PAC (Parent Advisory Council) meeting
Nov 20-24	School Closed-Holiday: Fall Break
Dec-13	PAC (Parent Advisory Council) meeting
Dec-22	Early Dismissal: 12PM Lower School. 12:30PM Upper School.
Dec 25-Jan 5	School Closed: Winter Recess
Jan-8	No Classes. Teacher PD
Jan-9	Classes Resume
Jan-10	PAC (Parent Advisory Council) meeting
Jan-15	School Closed-Holiday: Martin L. King Jr. Day
Feb-17	End of Trimester 2
Feb-19	School Closed-Holiday: Presidents' Day
Feb-20	No Classes. Teacher PD
Feb 21-22	Intersession
Feb-23	No Classes. PLP Day
Feb-26	Start of Trimester 3
Feb 26-27	Early Dismissal: 12PM Lower School. 12:30PM Upper School. PLP Days
Mar-8	No Classes. Teacher PD
Mar-10	PAC (Parent Advisory Council) meeting
Mar-29	School Closed-Holiday: Cesar Chavez Day
Apr 1-5	School Closed: Spring Recess
Apr-8	No Classes. Teacher PD
Apr-9	Classes Resume
Apr-10	PAC (Parent Advisory Council) meeting
Apr-20	SpringFest!
May-TBD	State & AP Testing
May-27	School Closed-Holiday: Memorial Day
May 28- 30	Capstone Projects, Intersession
May-31	Last Day of School for Students. Minimum Days: Lower School (9AM-12PM) Upper School (8:30AM-12:15PM)
Jun-1	8th Grade Promotion
Jun-1	Upper School Graduation
Jun-5	Staff Closing Day- Last Day for Teachers

KEY	
	School Closed: Holiday
	Minimum Days: Lower School (9AM-12PM) Upper School (8:30AM-12:15PM)
	First and Last Day of School. Minimum Days: Lower School (9AM-12PM) Upper School (8:30AM-12:15PM)
	Intersession, PLP Prep, Capstone Presentations (last week)
	PLP Days. No classes for students. Our personalized learning plans appointments will be scheduled for each EBIA student and their guardians.
	School Closed: Faculty PD
	State (SBAC) and Advanced Placement (AP) testing
	Summer Session (June 20-July 14)
	Start/ End of Trimester



CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)
East Bay Innovation Academy (01 61259 0129932)

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2023-24 Protected Prayer Certification

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

Required fields are denoted with an asterisk ().*

Protected Prayer Certification Statement

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

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

* The authorized representative agrees to the above statement: No Yes

Authorized Representative's Full Name:

Authorized Representative's Title:

Authorized Representative's Signature Date: (ex. MM/DD/YYYY)

Comment:
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)

Last Saved: Mike Pocrnich (mpocrnich), 7/28/2023 9:14 AM, Draft

Save

Return to List

Miguel Cordova, Title I Policy, Program, and Support Office | MCordova@cde.ca.gov | 916-319-0381
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

California Department of Education
1430 N Street
Sacramento, CA 95814

Web Policy



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2023–24 LCAP Federal Addendum Certification

Required fields are denoted with an asterisk (*).

Initial Application

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

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

Returning Application

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

County Office of Education (COE) or District: (ex. MM/DD/YYYY)

District:

For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP

Direct Funded Charter: (ex. MM/DD/YYYY)

Enter the adoption date of the current LCAP

* Authorized Representative's Full Name:

* Authorized Representative's Title:

Executive Director

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Save

Return to List

Local Agency Systems Support Office | LCAPAddendum@cde.ca.gov | 916-323-5233
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

California Department of Education
1430 N Street
Sacramento, CA 95814

Web Policy



CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS) East Bay Innovation Academy (01 61259 0129932)

- Home
- Data Entry Forms
- Certification Preview
- Certify Data
- Reports
- Users
- Contacts
- FAQs

[Program Information](#) | [Data Entry Instructions](#)

2023-24 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. Before continuing to certify any data, you must submit the information below. You will only be prompted for this information once per fiscal year. A complete list of legal and program assurances for the fiscal year can be viewed by selecting the Program Information link in this form. Once submitted, the Certification of Assurances will be available under Reports for printing purposes.

Required fields are denoted with an asterisk (*).

NOTE: Your local educational agency (LEA) has previously certified this data collection form as official. One or more other data collection forms may be dependent on this data collection form. Please be aware that if a change is saved and this data collection form is certified again, it may cause dependent data collection forms to become certified-obsolete and your LEA may have to revise and resubmit those dependent data collection forms, as well.

Consolidated Application Certification Statement

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

* Authorized Representative's Full Name:

* Authorized Representative's Title:

* Authorized Representative's Signature Date: (ex. MM/DD/YYYY)

Last Saved: Mike Pocrnich (mpocrnich), 7/28/2023 9:14 AM, Certified

- Save
- Continue to Certify Data

Consolidated Application Support Desk, Education Data Office | ConAppSupport@cde.ca.gov | 916-319-0297
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

California Department of Education
1430 N Street
Sacramento, CA 95814

Web Policy



CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS) East Bay Innovation Academy (01 61259 0129932)

- [Home](#)
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- [Certify Data](#)
- [Reports](#)
- [Users](#)
- [Contacts](#)
- [FAQs](#)

[Data Entry Instructions](#)

2023–24 Application for Funding

Required fields are denoted with an asterisk (*).

Local Governing Board Approval

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

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year.

District English Learner Advisory Committee Review

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

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year:

Application for Categorical Programs

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

* Title I, Part A (Basic Grant): No Yes
ESSA Sec. 1111 et seq.
SACS 3010

* Title II, Part A (Supporting Effective Instruction): No Yes

ESEA Sec. 2104
SACS 4035

* **Title III English Learner:** No Yes

ESEA Sec. 3102
SACS 4203

* **Title III Immigrant:** No Yes

ESEA Sec. 3102
SACS 4201

* **Title IV, Part A (Student and School Support):** No Yes

ESSA Sec. 4101
SACS 4127

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Save

Return to List

Consolidated Application Support Desk, Education Data Office | ConAppSupport@cde.ca.gov | 916-319-0297
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

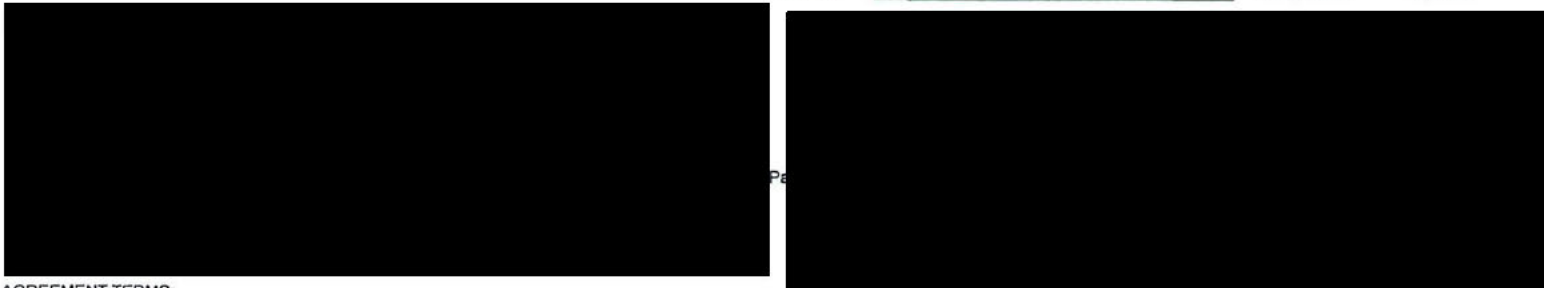
California Department of Education
1430 N Street
Sacramento, CA 95814

Web Policy

Date of Contract: **7/1/2023**

This agreement is effective on 7/1/2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	East Bay Innovation Academy	Nonpublic School/Agency	The Phillips Academy	Status	APPROVED
LEA Case Manager Name	[REDACTED]	NPS/NPA Address	[REDACTED]	CDE Certification last updated:	April-22
		NPS/A Phone Number	[REDACTED]		



AGREEMENT TERMS:

1. Nonpublic School/Agency:

The contracted service dates are: **7/1/2023** (Start Date) to **6/30/2024** (End Date)
 The number contracted for service are:
 - **180** days during the regular school year
 - **38** weeks during the regular school year
 - **11** months during the regular school year
 - **24** days during the extended school year

2. Nonpublic School/Agency

The average number of minutes in the instructional day will be:
 - **330** during the regular school year, average daily minutes
 - **240** during the extended school year, average daily minutes

3. Educationally related services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.

A. INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):

RSY Daily Rate: \$ **294.00**

ESY Daily Rate: \$ **294.00**

Specialized Academic Instruction Approved: **FALSE**

RSY Estimated Number of Days **180** x Daily Rate **\$294.00** = PROJECTED BASIC EDUCATION COSTS (A) **\$ 52,920.00**
 ESY Estimated Number of Days **24** x Daily Rate **\$294.00** = PROJECTED BASIC EDUCATION COSTS (A) **\$ 7,056.00**

B. RELATED SERVICES:

SERVICE	CDE Certified Services by Provided NPS/NPA	LEA	NPS	NPA	OTHER Specify	Duration per IEP (# of minutes)	# of Times per IEP	Per wk/mo/yr per IEP	Cost per session	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
										Reg	ESY	
Intensive Individual Services (340)	FALSE									-	-	\$ -
Language/Speech Therapy (415)	FALSE									-	-	\$ -
a. Individual										-	-	\$ -
b. Group										-	-	\$ -
Adapted Physical Ed. (425)	FALSE									-	-	\$ -
Health and Nursing: Specialized Physical Health Care (435)										-	-	\$ -
Health & Nursing Services: Other (436)	FALSE									-	-	\$ -
Assistive Technology Services (445)	TRUE									-	-	\$ -
Occupational Therapy (450)	TRUE									-	-	\$ -
Physical Therapy (460)	FALSE									-	-	\$ -
Individual Counseling (510)	TRUE		x			60	1	Weekly	\$ 166.00	38	5	\$ 7,138.00
Counseling and guidance (515)	TRUE		x			60	1	Weekly	\$ 166.00	38	5	\$ 7,138.00
Parent Counseling (520)	TRUE									-	-	\$ -
Social Work Services (525)	FALSE									-	-	\$ -
Psychological Services (530)	FALSE									-	-	\$ -
Behavior Intervention Services (535) Design/Planning	TRUE									-	-	\$ -
Behavior Intervention Services (535) Implementing	TRUE									-	-	\$ -
Day Treatment Services (540)										-	-	\$ -
College Awareness Preparation (820)	TRUE									-	-	\$ -

SERVICE	Specialized Services by Provided NPS/NPA	LEA	NPS	NPA	OTHER Specify	Duration per IEP (# of minutes)	# of Times per IEP	Per wk/mo/yr. per IEP	Cost per session	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
										Reg	ESY	
Vocational Assessment, Counseling, Guidance & Career Assessment (830)	TRUE									-	-	\$ -
Career Awareness (840)	TRUE									-	-	\$ -
Mentoring (860)	TRUE									-	-	\$ -
Low Incidence Certified:	FALSE	NULL										
Specialized Services for Low Incidence Disabilities (610)										-	-	\$ -
Specialized Deaf and Hard of Hearing Services (710)										-	-	\$ -
Specialized Orthopedic Service (740)										-	-	\$ -
Interpreter Services (715)	FALSE									-	-	\$ -
Specialized Vision Services (725)	FALSE									-	-	\$ -
Braille Transcription (735)	FALSE									-	-	\$ -
Reader Services (745)										-	-	\$ -
Note Taking Services (750)										-	-	\$ -
Transcription Services (755)	FALSE									-	-	\$ -
Audiological Services (720)	FALSE									-	-	\$ -
Orientation and Mobility (730)	FALSE									-	-	\$ -
Recreation Services (760)	FALSE									-	-	\$ -
Work Experience Education (850)										-	-	\$ -
Agency Linkages (865)										-	-	\$ -
Travel Training (870)										-	-	\$ -
Other Transition Services (890)										-	-	\$ -
Other (900)										-	-	\$ -
Other (no code)										-	-	\$ -
Transportation										-	-	\$ -
Transportation-NPS										-	-	\$ -
Transportation-NPS Emergency										-	-	\$ -
Transportation-Parent Reimbursement										-	-	\$ -
Bus Passes										-	-	\$ -
Residential Room and Board										-	-	\$ -
Other										-	-	\$ -
Total Related Services												\$ 14,276.00

C. ESTIMATED MAXIMUM RELATED SERVICES COST \$ -

D. SPECIALIZED EQUIPMENT/SUPPLIES \$ -

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (A, B, & D) \$ 74,252.00

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: Quarterly Monthly _____ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

The Phillips Academy
 (Name of Nonpublic School/Agency)
Esther Cohen, PhD 7/21/23
 (Signature) (Date)

Dr. Esther Cohen
 (Name and Title)

Interim Executive/Clinical Director

East Bay Innovation Academy
 (Name of LEA)
Miranda Thorman 8/16/23
 (Signature) (Date)

Miranda Thorman, Executive Director
 (Name of Superintendent or Authorized Designee)

form revised: 8/15/2022

ADDENDUM TO AGREEMENT TO PROVIDE FOOD SERVICE

Between Revolution Foods, PBC and East Bay Innovation Academy

This addendum made on 5/ 5 / 2023 between **Revolution Foods, PBC.**, hereinafter referred to as **Revolution Foods** and East Bay Innovation Academy, hereinafter referred to as East Bay Innovation Academy (EBIA), is created for the purpose of providing meals under the National School Lunch Program (NSLP) and the School Breakfast Program (SBP).

1. Addendum Purpose

This addendum contains the renewal rates and fees for the delivery of vended meals under the National School Lunch and School Breakfast Program for the period beginning July 1, 2023 ending on June 30, 2024. The terms and conditions of the original Base Year service agreement are applicable to this contract renewal.

2. Service Agreement Period

Base Year: July 1, 2022 – June 30, 2023
Current Renewal Year: July 1, 2023 – June 30, 2024

3. Pricing

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

<u>Meal</u>	<u>Estimated Annual Units</u>	<u>Rate</u>
Breakfast Hot/Cold	25,200	\$3.00
Lunch Hot/Cold	25,200	\$4.34
Supper Grab N Go	2,880	\$5.05

East Bay Innovation Academy and Revolution Foods hereby mutually exercise the option to renew the service agreement from Base Year 2019-2020.

Name & Title of SFA Representative	Telephone Number
Mailing Address	
Signature	Date

_____ Initials _____

Revolution Foods Initials _____

East Bay Innovation Academy- Revolution Foods, PBC
 2023-24 Vended Meals Service Agreement Renewal- Page 2 of 2

Name & Title of Revolution Foods Meals Representative Steven Holguin, Vice President of Business Development	Telephone Number (323) 838-5555
Mailing Address 5743 Smithway Street, Ste 103, Commerce, CA 90040	
Signature	Date

_____ Initials _____

Revolution Foods Initials _____



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: cs@powerschool.com
 Quote Date: 10-APR-2023
 Quote #: Q-739212-1

Prepared By: Monika Malve
 Customer Name: East Bay Innovation Academy
 Contract Term: 12 Months
 Start Date: 1-JUL-2023
 End Date: 30-JUN-2024
 Billing Frequency: Annually

Customer Contact: Michelle Cho
 Title: Principal
 Address: 3400 Malcolm Ave
 City: Oakland
 State/Province: California
 Zip Code: 94605
 Phone #: 5105779557

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024				
License and Subscription Fees				
PowerSchool SIS Hosted Subscription		720.00	Students	USD 7,567.20
PowerSchool SIS Hosting SSL Certificate		1.00	Each	USD 454.07
PD+ Subscription		1.00	Students	USD 3,405.49

License and Subscription Totals: **USD 11,426.76**

Quote Total	
Initial Term	1-JUL-2023 - 30-JUN-2024
Amount To Be Invoiced	USD 11,426.76

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

East Bay Innovation Academy

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 28-DEC-2022

Date:

PO Number: _____



New Tech Network

ECHO AFFILIATE SCHOOL AGREEMENT

This Echo Affiliate School Agreement (“Agreement”) is effective as of the 1st day of July 2023, between **NEW TECH NETWORK, INC.**, a California non-profit corporation (“New Tech Network”), and the Board of Education of **EAST BAY INNOVATION ACADEMY** (“District”).

RECITALS

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

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

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

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

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

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

1. License and Services.

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

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

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

(d) *Third-Party Services Engaged by District.* New Tech Network (through the New Tech Platform or its literature) may reference, promote, make available, utilize and/or offer applications,

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

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

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

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

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

2. District Obligations, Contributions and School Users.

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

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

(c) *On-going Operation of Echo Affiliate School.* New Tech Network representatives will have access to the Echo Affiliate School during normal business hours, with prior reasonable notice and in accordance with applicable laws, to provide the New Tech Services, and to inspect the on-going

operations of the Echo Affiliate School as well as to ensure compliance with this Agreement by District and the maintenance of the goodwill and reputation associated with New Tech Network and its intellectual property.

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

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

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

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

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

3. Fees.

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

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

4. Work Product; Ownership of Intellectual Property.

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

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

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

granted herein will be limited to purposes of District's implementation and operation of the Echo Affiliate School. District may not make any other uses of the Materials. The License granted herein is granted solely to District, and not, by implication or otherwise, to any parent, subsidiary or affiliate of such party or entity. District will ensure that all copyright and other notices and designations of New Tech Network are maintained, and are not removed, on all copies and other reproductions and uses that are made of Materials.

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

5. Confidentiality.

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

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

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

(2) New Tech Network hereby covenants and agrees that, except as expressly contemplated by this Agreement, it will not at any time: (i) use District’s Protected Student Data except as reasonably required to comply with the terms of this Agreement or provide the services described herein,

including the use of the Database Host (as defined below); or (ii) except as required by law, disclose Protected Student Data to any third party, without the prior written authorization of District. Furthermore, New Tech Network will at all times safeguard the Protected Student Data with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. Upon request by District, New Tech Network will use commercially reasonable means or methods to allow District to access, modify, or terminate any Protected Student Data in the possession or under the control of New Tech Network.

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

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

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

6. Term; Termination.

(a) *Term.* The term of this Agreement will begin on the effective date and, unless terminated in accordance with Section 6(b) below, will continue through the expiration date, June 30, 2024. The term of this Agreement may be extended upon the written agreement of the parties.

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

(1) At the non-breaching party’s option, effective immediately, if a party materially breaches, violates or otherwise fails to comply with any of the terms contained in this Agreement

and fails to cure such breach within thirty (30) days of receiving written notice of such breach from the non-breaching party;

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

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

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

(c) *Effect of Termination.*

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

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

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

7. **Limitations.**

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

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

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

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

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

9. **Governing Law; Jurisdiction and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without application of conflicts of laws principles and as if this Agreement were negotiated, executed, delivered and fully performed entirely within the State of California. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought in the courts of the State of California in Sacramento County, or, if it has or can acquire jurisdiction, in the United States District Court in Sacramento County, and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

10. **Independent Contractor.** The parties understand and acknowledge that New Tech Network is an independent contractor, and will not be deemed an employee, partner, or joint venturer of

District with respect to the services performed hereunder for any purposes whatsoever. New Tech Network also understands that it is responsible, according to law, to pay its own federal, state and local income taxes and employment taxes with respect to all compensation received from District hereunder.

11. Communications and Notices.

(a) *Regular Communications.* The representative for each party for all regular communications during the course of providing Services hereunder is as follows: **New Tech Network:** Eileen Grady, CFO, egrady@newtechnetwork.org, 707-253-6951; **District:** Bonita Herrera, Executive Director, bherrera@eastbayia.org, and 510-577-9557. Such representatives can be changed by a notice in writing provided to the other party at the addresses noted below.

(b) *Legal or Formal Communications.* All notices of a legal or formal nature must be in writing and sent (a) in person, (b) by certified or registered mail, (c) by overnight delivery carrier for next day delivery, (d) by facsimile, or (e) email, in each case to the address listed below (or if notice of a new address is given in accordance with this Agreement, the new address):

If to New Tech Network:	New Tech Network Attn: CFO 952 School Street #311 Napa, CA 94559
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If to the School/ District:	East Bay Innovation Academy Attn: Executive Director 3400 Malcolm Avenue Oakland, CA 94605
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12. Binding Effect. This Agreement will be binding upon and inure to the benefit of both District and New Tech Network and their permitted successors and permitted assigns.

13. Severability of Provisions. If any part, term or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties will be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

14. Waiver. Any of the terms, conditions or provisions of this Agreement may be waived at any time and from time to time in writing by the party entitled to the benefit thereof without affecting any other term, condition or provision of this Agreement. No waiver will be effective unless it is in writing. The waiver by any party hereto of any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of any other term, condition or provision or of any subsequent breach of the same term, condition or provision. A party's failure to enforce its rights resulting from any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of breach.

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

this Agreement will control such interpretations unless a separate signed writing/amendment authorizes such terms.

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

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


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

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


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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names or by their respective officers, thereunto duly authorized, to be effective as of the day and year first written above. This Agreement may be executed in any number of counterparts. The parties agree to use electronic signatures on this Agreement.

NEW TECH NETWORK

By:  _____
Printed: Eileen Grady
Title: CFO
Date: 6/26/2023

EAST BAY INNOVATION ACADEMY

By:  _____
Printed: Bonita Herrera
Title: Senior Director of Operations
Date: June 26, 2023



New Tech Network

Exhibit A Services

Echo Platform	SY2023-24
<p>Echo™, NTN’s Learning Management System, is an innovative online learning platform that enables School staff, students and parents to effectively manage the Project-Based Learning (PBL) environment.</p> <p>Components of NTN Echo include unique instruction and assessment tools designed specifically for the PBL environment; course agendas and calendars, group interaction tools; resource sharing and other “education friendly” social functionality; and reporting tools. NTN Echo integrates with Google Apps at the discretion of the School at no additional cost. Echo can be configured for beginner or advanced users and can be used as a common gateway to external content vendors to reduce cost.</p> <p>Staff access to NTN content and community resources are not included with Echo Affiliate level licenses.</p>	
Echo User Access	600 Staff and Students
<p>Echo Help Center</p> <p>The Echo Help Center provides users with articles and documentation that describe all aspects and features of the Echo platform. In addition, Echo Administrators can submit support requests that are answered by NTN’s Echo support staff.</p>	
<i>District may purchase additional staff and student Echo licenses for a fee determined by New Tech Network.</i>	



New Tech Network

Exhibit C
Fee Schedule

Service Phase	Fee Amount	NTN Invoice Date
2023-24 Echo Affiliate	\$11,000	July 1, 2023
Total NTN fees not to exceed*	\$11,000	

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

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

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



Date: 07/26/2023
 Order Number: Q-549195
 Revision: 1
 Order Form Expiration Date: 07/31/2023

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 470302
 Customer Name: East Bay Innovation Academy
 Billing Address: 3400 Malcolm Ave
 Oakland, CA 94605-5353

Products and Services

East Bay Innovation Academy

Products	Qty	License Start Date	License End Date	License Term (Months)
Apex Learning Courses: Unlimited enrollment subscription	100	08/03/2023	08/02/2024	12
Customer Success Services	1	08/03/2023	08/02/2024	12

East Bay Innovation Academy Subtotal: \$14,088.00

Total US Funds: \$14,088.00

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Taxes

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to orders@edmentum.com or attach the certificate to this order form in the Signature section.

Invoicing and Payment Terms

Payment Due Date	Amount
8/31/2023	USD 14,088.00
Total	USD 14,088.00

Terms and Conditions

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Date: 07/26/2023
Order Number: Q-549195
Revision: 1
Order Form Expiration Date: 07/31/2023

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to Edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified.

Invoice Contact Information – Please Provide Your Finance Dept Contact Information

First Name:

Last Name:

Email Address:

Customer Signature

Name (Printed or Typed)

Title

Date

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Language Learning Network Services Agreement

This Services Agreement (“Agreement”), dated as of **July 13, 2023**, (the “Effective Date”), by and between **East Bay Innovation Academy** (“Client”), with an address of **3400 Malcolm Avenue, Oakland, CA 94605**, and **Language Learning Network (LLN)** (“Vendor”), a New Jersey corporation with an address of **PO Box 395, Rutherford, NJ 07070**, (“Parties”) for the provision of LLN services (“Services”), as set forth in further detail below, relating to **onsite instruction** at the school operated by Client at the address set forth on Attachment A hereto, which shall be incorporated into the Agreement by reference hereof.

In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services: Client is contracting for the Services set forth in Attachment A hereto, and such Services are to be provided by Vendor in accordance with the terms of this Agreement. Client shall provide Vendor access to conduct Services at the Venue (as defined in Attachment A), as set forth by the terms hereunder.

2. Compensation and Payment Terms: Client shall promptly remit payment to Vendor for each Vendor-issued invoice (“Invoice”) in accordance with Attachment A hereto and the terms herein. Client shall remit payment to Vendor within forty-five (45) calendar days of Client’s electronic receipt of each Invoice. The Invoice shall be considered received by Client upon electronic transmission by Vendor, and the following calendar day thereafter shall trigger the beginning of the 45-day period. Client shall remit payment to Vendor in accordance with the method and manner set forth by Vendor on the face of the Invoice. In the event Vendor is unable to transmit an Invoice electronically, Vendor may elect to use USPS certified mail, return receipt requested, or overnight delivery through a nationally recognized courier. If Client receives an Invoice from Vendor through one of these alternative methods of transmission, the Invoice shall be considered received by Client upon the date of delivery receipt, at which point, Client shall have forty-five (45) calendar days thereafter to remit payment to Vendor in accordance with the terms on the face of the Invoice.

2.1. Expenses: Client shall reimburse Vendor for all reasonable expenses incurred by Vendor in accordance with Vendor’s performance of Services for Client. If Vendor issues an Invoice to Client for reimbursement of expenses, Client shall remit payment within forty-five (45) calendar days of receipt, in accordance with the terms on the face of the Invoice, and subject to the terms of transmission and receipt set forth above for all Vendor Invoices. Vendor shall include receipts and reasonable supporting documentation in any Invoice Vendor issues to Client for expense reimbursement.

2.2. Late Fees, Attorneys’ Fees and Costs: Client understands and agrees that Vendor, at its sole discretion, may charge interest at the rate of six percent (6%) per annum on all Invoices not paid in full within forty-five (45) calendar days. Client shall pay all attorneys’ fees, costs, and/or additional expenses incurred by Vendor in connection with Vendor’s effort to collect any of Client’s past-due Invoices, and any and all interest, fees, costs, or expenses associated with Client’s failure to timely pay under the terms of this Agreement.

3. Client Obligations: The Client shall:

(a) Designate one of its employees or agents to serve as Client’s primary contact (“Primary Contact”) who will act on behalf of Client as Client’s authorized representative with respect to all matters pertaining to this Agreement, with such designation to remain in full force and effect unless and until a successor is appointed by Client and identified to Vendor in writing. If Client fails to choose a Primary Contact or notify Vendor of the identity of such Primary Contact in writing, Vendor may select any employee or agent of Client to serve as the de facto Primary Contact unless and until Client chooses its own Primary Contact and notifies Vendor of the identity of such Primary Contact in writing.

(b) Respond promptly to requests from Vendor, including, but not limited to, instructions, information, or approvals required by Vendor to provide Services to Client.

- (c) Cooperate with Vendor in its performance of Services and provide Vendor unobstructed access to the premises, employees, contractors, and equipment of Client, as is reasonably necessary to enable Vendor to provide Services to Client under the terms of this Agreement. If Vendor notifies Client of an issue or event impeding or affecting Vendor's performance of Services, and such issue or event is within the general supervision and control of Client, Client shall take all reasonable action within twenty-four (24) hours to remedy or mitigate such issue or event to the satisfaction of Vendor.
- (d) Use Vendor's preferred technology platform for any synchronous instruction.
- (e) Take proactive steps to accommodate and support Vendor's successful performance of Services under this Agreement, so as to avoid any foreseeable delays within Client's control, including, but not limited to, obtaining any necessary licenses, permits, or consents required for Vendor to perform Services for Client under this Agreement.
- (f) Allow Vendor to observe its instructors onsite in the classroom at Vendor's discretion.
- (g) Not engage in discrimination against Vendor or Vendor's employees, agents, and/or representatives on the basis of race, color, sex, gender identity, religion, creed, age, national origin or ancestry, sexual orientation, disability or different ability, marital status, parental status, pregnancy, military status, political activities/affiliations, or any other impermissible reason.
- (h) Provide a non-hostile work environment free from sexual harassment.
- (i) Treat Vendor, its employees, agents, and representatives with respect and dignity and protect them from physical and verbal harassment and abuse.
- (j) Correct any verbal or physical abuse or harassment by Client's students, employees, representatives, or agents within a reasonable amount of time, not to exceed two (2) business days.
- (k) In the event that Client requests state certification for Vendor's teachers, Client agrees to work with Vendor in good faith to obtain teacher certification by:
 - i. seeking reciprocity under the NASDTEC Interstate Agreement;
 - ii. requesting a state-approved provisional teaching certificate/license;
 - iii. requesting a state-approved emergency teaching certificate/license; and
 - iv. pursuing any and all state-approved pathways to teaching certification/licensure.

4. Term: Unless otherwise specified and consented to by the Parties in writing, the term of this Agreement ("Term") shall be defined by the Scope of Work and schedule identified in Attachment A hereto, subject to termination by either party, as set forth below in Section 7.1.

4.1. Automatic Renewal: Each Term shall automatically renew for a subsequent period of the same length as the initial Term unless either party gives the other advance written notice of intent to terminate the renewal ("Renewal Termination Notice") at least thirty (30) days prior to expiration of the current Term.

5. Insurance Requirements: During the Term herein, Vendor shall obtain, at its sole cost and expense, commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Vendor shall maintain workers' compensation insurance in the amounts statutorily required by the State of New Jersey, which shall include coverage for employers liability insurance with a limit of not less than \$500,000 bodily injury per accident, \$500,000 bodily injury by disease, each employee, and \$1,000,000 bodily injury in the aggregate. Vendor shall maintain a physical/sexual abuse or misconduct endorsement under the commercial general liability insurance or in a separate policy for such coverage, and such coverage shall maintain a limit of at least \$1,000,000, be maintained on a primary basis, and be non-contributory regardless of any insurance policy or self-insurance that may be maintained by Client for its own benefit.

5.1. Client as Insured: With the exception of workers' compensation, the insurance policy or policies required herein shall include Client as an additional insured and shall be issued by a company or companies authorized to do business in the State of New Jersey. At any time, Client may request a Certificate of Insurance from Vendor, together with a copy of the policy endorsement evidencing Client as an additional insured, where applicable. Vendor shall respond to such request within a reasonable time.

6. Independent Contractor: The Parties hereby acknowledge and agree that Vendor and all Vendor's employees, agents, and representatives shall be treated collectively as an independent contractor of Client, and shall not, under any circumstances, be considered an employee or employees of Client under this Agreement.

7. Suspension: In the event Client fails to pay an Invoice within forty-five (45) calendar days or otherwise breaches or fails to perform any term of this Agreement, Vendor shall have the right, at its sole option, upon ten (10) business days' written notice ("Suspension Notice"), to suspend delivery of Services until Vendor receives full payment from Client, and/or Client has cured its breach to Vendor's reasonable satisfaction. If Vendor initiates a suspension of Services, Client shall surrender its claim to any and all refunds or financial credits to which it may have otherwise been entitled under this Agreement.

7.1. Termination: This Agreement may be terminated as follows: (a) upon the natural expiration of the Term, provided that one of the parties has issued a timely Renewal Termination Notice, in accordance with the terms herein; (b) by Client upon thirty (30) days' prior written notice to Vendor; or (c) by Vendor, at its sole option, in the event Client: (i) fails to pay an Invoice within the time herein prescribed; or (ii) fails to cure a breach of any term of this Agreement to Vendor's reasonable satisfaction within thirty (30) days of Client's receipt of a Suspension Notice. A Suspension Notice shall be considered received by Client upon transmission, if sent electronically, or upon the date of return receipt, if sent by certified mail or overnight delivery by a nationally recognized courier.

7.2. Acceleration: In the event Client terminates this Agreement by written notice, subject to Section 7.1(b), or if Vendor terminates this Agreement as a result of Client's failure to pay or cure its breach, subject to Section 7.1(c), Client shall be responsible for all future monthly installments required in Attachment A of this Agreement, in addition to any and all past due Invoices for Services rendered, and any fees, costs, and expenses payable to Vendor pursuant to the terms herein, which shall be due and payable to Vendor within thirty (30) calendar days of Client's notice of termination. In the event Client terminates this Agreement subject to Section 7.1(b), or Vendor terminates as a result of Client's failure to pay or cure its breach, pursuant to Section 7.1(c), Client shall forego any financial credit that may have otherwise been payable to Client by Vendor at the end of the Term, pursuant to this Agreement.

7.3. Force Majeure: No refunds will be issued to Client where a class or classes are canceled or Services are not otherwise rendered in accordance with the terms hereunder as a result of a public health crisis, disease outbreak, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God, including, but not limited to, fire, floods, earthquakes, tornadoes, hurricanes, tropical storms, snow storms, or other natural disasters. Vendor may work with Client to reschedule a class or classes canceled under these circumstances, but Vendor under no obligation to account for Client's loss of Services.

7.4. Client Cancellations: If Client cancels a class or classes as a result of an event or circumstances within Client's oversight and control, including, but not limited to, school assemblies, trips, and planned events, or any vacation, holiday, or event for which Client fails to provide advance written notice to Vendor, Vendor shall be under no obligation to reschedule the canceled class or classes, and Client will not be issued a refund for loss of Services.

7.5. Vendor Cancellations: In the event Vendor cannot provide Services as a result of an unanticipated event outside of Vendor's control not otherwise covered by Section 7.3, including, but not limited to, death in the family of a teacher ("Teacher"), sudden injury or illness of a Teacher, death of a Teacher, or other major crisis, Vendor shall work with Client in good faith to reschedule the class or classes and/or provide a substitute Teacher to perform Services for Client. If any of Vendor's Teachers' absences exceed three (3) consecutive school days for any single event covered by this Section, Client shall be entitled to a financial credit at the end of the Term in an amount commensurate with Client's loss of Services after the three (3) consecutive school days.

7.6. Foreseeable Events: If Vendor cannot provide Services as a result of a reasonably foreseeable event within Vendor's oversight and control, Vendor shall attempt to reschedule the class or classes as soon as practicable, subject to mutual agreement of the Parties. If the Parties cannot in good faith agree upon a date and time to reschedule the missed class or classes, Vendor shall issue a financial credit to Client at the end of the Term in an amount commensurate to Client's loss of Services under this Agreement.

7.7. Loss of Teacher: In the event Vendor loses one of its Teachers upon whom Client depends for Services for any reason other than Client's breach of this Agreement, Vendor shall work with Client in good faith to provide a substitute

Teacher within two (2) weeks. If Vendor cannot provide Client a Teacher within two (2) weeks under the circumstances herein provided, Vendor shall issue a financial credit to Client at the end of the Term in an amount commensurate to Client's loss of Services.

8. Criminal Background Checks: Vendor shall conduct criminal background checks for all Teachers who perform Services for Client under this Agreement. If Client chooses to utilize the archival process for background checks, Client shall be responsible for initiating, overseeing, and obtaining the results of the archival process, and Vendor shall cover the associated costs.

9. Non-Solicitation: During the Term of this Agreement and for a period of one (1) year thereafter (the "No Hire Period"), neither Client nor any affiliate or agent thereof shall, directly or indirectly, hire, contract, or solicit for employment, contract, or engagement, or cause or arrange for another individual or entity to hire, contract, or solicit for employment, contract, or engagement, any person who is or was a Teacher contracted or employed by Vendor during the Term of this Agreement. Client agrees that the covenant contained in this paragraph is reasonable in all respects. In the event this provision is violated or breached, Vendor shall be entitled to immediate injunctive relief against Client, its affiliates, and/or agents, prohibiting further actions in violation of the terms herein, and Client shall pay Vendor \$62,100.00 per violation as liquidated damages. This amount is not a penalty and represents the value of Vendor's economic loss of one (1) Teacher. The Parties hereby acknowledge that payment of these liquidated damages is reasonable and shall be due within thirty (30) days of Client's breach of this paragraph.

10. Intellectual Property and Confidentiality: Vendor shall have the sole and exclusive property right, title, and interest to all intellectual property ("Intellectual Property"), including, but not limited to, copyrights, trademarks, service marks, trade secrets, know-how, and other confidential information ("Confidential Information"), trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Client by Vendor under this Agreement or prepared by or on behalf of Vendor in the course of its performance of Services under this Agreement, including, but not limited to, any items identified in Attachment A hereto (collectively, "Proprietary Information"). Client shall take any and all reasonable security measures to protect Vendor's Intellectual Property Rights in this Proprietary Information and any and all Confidential Information relating to Vendor, its employees, agents, and representatives, which Client has access to or knowledge of. This paragraph shall continue in full force and effect in perpetuity and shall survive the termination of this Agreement.

10.1. Return or Destroy: Upon termination of this Agreement, Client shall not use or disclose and shall immediately return to Vendor or destroy any and all Intellectual Property, Confidential Information, and Proprietary Information in Client's possession and/or control.

11. Indemnification: Each party shall protect, indemnify, defend, and hold the other party harmless from any and all claims, damages, losses, costs, expenses, and liability to third party claims for any loss of use, revenue, or profit, or diminution in value, or for any consequential incidental, indirect, exemplary, special, or punitive damages related to or arising from the Services provided under this Agreement.

12. Limitation on Liability: Vendor shall not be liable, subject to, or responsible for adhering to the terms of Client's code of conduct or any of Client's rules or regulations unless and until such code of conduct, rules or regulations are expressly provided to Vendor by written communication from Client and expressly agreed to and accepted by Vendor prior to the Effective Date of this Agreement. Vendor hereby disclaims all warranties, express or implied, not included in this Agreement.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the rules of any other jurisdiction relating to conflicts of law. The Parties hereby agree to the personal jurisdiction and exclusive venues of the Superior Courts of New Jersey and the United States District Court for the District of New Jersey in any action arising from or related to this Agreement. The Parties hereby waive all defenses based upon the selection of jurisdiction and forum and agree to service of process by certified mail, return receipt requested, and/or overnight delivery by a nationally recognized courier.

14. Severability: If any part or provision of this Agreement is found to be void and unenforceable, it shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, which shall remain valid and enforceable. To the extent permitted by applicable law, the Parties hereby waive any provision of law which prohibits or renders void or unenforceable any provision hereunder.

15. Assignment: Client shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Vendor. Any purported assignment or delegation in violation of this paragraph shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement.

16. Third-Party Beneficiaries: This Agreement is binding on and inures solely to the benefit of the Parties hereto and their respective successors and/or permissible assignees. Nothing in this Agreement, expressed or implied, confers on any other individual, entity, or third party any legal or equitable right, benefit, or remedy of any nature whatsoever.

17. Notice: All notices, requests, consents, claims, demands, waivers, and other forms of communications made subject to and accordance with this Agreement (collectively, "Notice") shall be in writing and delivered by email, pre-paid overnight delivery by a nationally recognized courier, or certified mail, return receipt requested. Except as otherwise provided herein, proper Notice is effective only upon compliance with this paragraph.

18. Joint Preparation: This Agreement shall be deemed to have been jointly prepared by the Parties, and any defect, ambiguity, or omission shall not be held against the drafting party.

19. Amendments: No amendments to or modification of this Agreement shall be valid or binding unless made in writing and signed by the Parties.

20. Entire Agreement: This Agreement, including and together with Attachment A hereto, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous agreements, understandings, inducements, conditions, and representations, express or implied, oral or written, of any nature whatsoever with respect to the subject matter herein.

Vendor Representative & Title	Sean Kreyling, CEO
Vendor Signature	
Date	

Client Representative & Title	
Client Signature	
Date	

Attachment A Scope of Work

“Services” are indicated as follows:

Vendor will provide weekly **onsite Spanish I classes (15 hours a week)** to be conducted at **East Bay Innovation Academy**, located at **3400 Malcolm Avenue, Oakland, CA 94605**. Services will begin _____ school days after the Effective Date of this Agreement. Vendor will provide curriculum and all related planning materials, including any specific materials needed to conduct language classes.

Venue: Vendor will have access to the venue (*e.g., classroom, Google Classroom, systems/platforms, etc.*) (“Venue”) prior to and during the class schedule to ensure appropriate setup is completed in a timely manner so that Vendor is able to provide Services in accordance with the terms of this Agreement. Due to issues related to security, privacy, and connectivity, Client will allow Vendor to have full use of and access to all Venue facilities and materials, including, but not limited to, all available teaching materials and/or tools (*e.g., computers, printers, projectors, etc.*), at Client’s reasonable discretion.

Class Schedule/Live Session Schedule: Schedule will be determined at a later date unless attached hereto. If applicable, Class Schedule/Live Session Schedule may be changed at any time with the written consent of the Parties.

Compensation and Payment Terms:

The cost for the annual contract is **\$62,100.00**. Client will be billed in **9** monthly installments as follows:

Down payment: \$31,100.00 due on August 15, 2023.

Payment 1: \$3,875.00 due on September 15, 2023.

Payment 2: \$3,875.00 due on October 15, 2023.

Payment 3: \$3,875.00 due on November 15, 2023.

Payment 4: \$3,875.00 due on December 15, 2023.

Payment 5: \$3,875.00 due on January 15, 2024.

Payment 6: \$3,875.00 due on February 15, 2024.

Payment 7: \$3,875.00 due on March 15, 2024.

Payment 8: \$3,875.00 due on April 15, 2024.

Invoices will be emailed to Client at the email address provided by Client. Payments may be made online, per the Invoice instructions, or by check to **Language Learning Network, PO Box 395, Rutherford, NJ 07070.**



Resolution of the Board of Directors of East Bay Innovation Academy

EAST BAY INNOVATION ACADEMY

RESOLUTION TO DESIGNATE BANK ACCOUNT SIGNATORIES

WHEREAS, East Bay Innovation Academy is a California nonprofit public benefit corporation that operates as a California public charter school at 3400 Malcolm Ave, Oakland, CA 94605;

WHEREAS, East Bay Innovation Academy owns bank accounts with Wells Fargo (“Bank Accounts”);

WHEREAS, East Bay Innovation Academy seeks to revoke a previously designated Bank Account signatories and Bank Account key executives and appoint a new signatories and Bank Account key executives;

WHEREAS, Jennifer Afdahl Rice, Board Treasurer, was previously designated by the Board of Directors as an authorized Bank Account signatory;

WHEREAS, Jennifer Afdahl Rice is transitioning out of her role as Treasurer or board member of the East Bay Innovation Academy and is therefore being removed as an authorizer on the Bank Account;

WHEREAS, East Bay Innovation Academy seeks to have Miranda Thorman, Executive Director serve as an authorized Bank Account signatory in place of Jennifer Afdahl Price;

WHEREAS, East Bay Innovation Academy seeks to have Miranda Thorman, Executive Director serve as a the key executive on the Bank Account; in place of Jennifer Afdahl Price;

WHEREAS, East Bay Innovation Academy seeks to confirm that Rochelle Benning, Co-Founder and Board Chair shall maintain her current status as the key executive on the Bank Account;

WHEREAS, East Bay Innovation Academy seeks to confirm that Rochelle Benning, Co-Founder and Board Chair, shall maintain her current status as an authorized Bank Account signatory;

WHEREAS, East Bay Innovation Academy seeks to have Bonita Herrera, Senior Director of Operations shall maintain her current status as as a the key executive on the Bank Account;

WHEREAS, East Bay Innovation Academy seeks to confirm that Bonita Herrera, Senior Director of Operations shall maintain her current status as an authorized Bank Account signatory;

THEREFORE, IT IS RESOLVED, that the Board revokes its previous designation of Jennifer Afdahl Price as an authorized bank account signatory;

THEREFORE, IT IS FURTHER RESOLVED, that the Board revokes its previous designation of Jennifer Afdahl Price as a key executive on the Bank Account;

THEREFORE, IT IS RESOLVED, that Rochelle Benning, Co-Founder, shall continue as a key executive on the Bank Account;

THEREFORE, IT IS FURTHER RESOLVED, that Rochelle Benning, Co-Founder, shall continue to serve as an authorized Bank Account signatory;

THEREFORE, IT IS RESOLVED, that Bonita Herrera, Senior Director of Operations shall continue as a key executive on the Bank Account;

THEREFORE, IT IS FURTHER RESOLVED, that Bonita Herrera, Senior Director of Operations shall continue to serve as an authorized Bank Account signatory;

THEREFORE, IT IS RESOLVED, that the Board designates Miranda Thorman, Executive Director, as a key executive on the Bank Account;

THEREFORE, IT IS RESOLVED, that the Board designates Miranda Thorman, Executive Director, as an authorized Bank Account signatory;

THEREFORE, IT IS FURTHER RESOLVED, that the authorized Bank Account signatories are authorized to sign checks, drafts, and other instruments drawn on the Bank Account, on behalf of and for the benefit of East Bay Innovation Academy, subject to any restrictions on that authority as the Board may deem appropriate.

PASSED AND ADOPTED by the Board of Directors at a regular meeting held on August 21, 2023, by the following vote:

Ayes:

Nos:

Absent:

* * * *

CERTIFICATE OF SECRETARY

I certify that I am the duly elected Secretary of East Bay Innovation Academy, a California nonprofit public benefit corporation; that this resolution is true and correct as written and was duly adopted by the Board at a regular meeting held on August 17, 2022.

Rochelle Benning

Bonita Herrera

East Bay Innovation Academy
 3400 Malcolm Ave
 Oakland, CA 94605
 510-577-9557

Standing Purchase Order

PO#: 4004
 Date Ordered: 8/4/23
 Purchaser: Bonita Herrera

Vendor:
 Achieve3000
 331 Nedwman Springs Road Suite 304
 Red Bank, NJ 07701

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

Quantity	Description	Discounted Unit Price	Total
1	Achieve3000 Literacy: up to 375 students	\$13,225.00	\$13,225.00
100	Achieve3000 Literacy: includes 1 student License	\$42.00	\$4,200.00
1	Achieve3000 Site Setup Fee - annual fee per school for deployment and ongoing support, including rostering, integration and customer support	\$290.00	\$290.00
			\$0.00
			\$0.00
			\$0.00

Subtotal	\$17,715.00
Sales Tax:	
Order Total:	\$17,715.00



Purchaser Signature

Date

8/4/2023

Independent Contract Agreement

This agreement, originally entered into as of (06/23/20) made between, ***East Bay Innovation Academy (Client)***, with a principal place of business at 3400 Malcolm Ave Oakland, CA 94605, and ***Lina's Janitorial Services (Contractor)***, with a principal business address at 1316 104th Ave Oakland, CA 94603.

I. Terms and Conditions of Agreement

This agreement will become effective when signed by both parties and can be terminate upon giving a 30 day notice prior to :

1. The date Contractor completes the services agreed upon by this written agreement
2. June 2024
3. The termination of the source of revenue funding the Contractor's work and services
4. The date a party terminates the Agreement as provided below

II. Services to be Performed

The contractor agrees to perform and administer the consulting services describes in Exhibit A attached to this agreement.

III. Payment

In consideration for the services to be performed by the Contractor, the Client agrees to pay the Contractor at the rate specified in Exhibit A according to terms of payment set forth below.

IV. Expenses

The Client will pay for all janitorial supplies and materials as needed. The Contractor will be responsible for ordering supplies and materials. All supplies and materials will be ordered only on a need basis through Brady Industries LLC via EBIA's account.

V. Materials

The Contractor will furnish all other specialized equipment, aside from those order from EBIA's Brady Industries LLC account and or ones that are already onsite, in order to be used to provide the services required by this agreement.

VI. Terms of Payment

The Contractor shall invoice the Client on a monthly basis for all hours worked pursuant to this agreement during the preceding month. Invoices shall be submitted on the Contractor's letterhead specifying an invoice period. The Client shall pay the Contractor's fee within 7 business days after receiving the Contractor's invoice.

VII. Independent Contractor Status

The Contractor is an independent contractor, and neither the Contractor, the contractor's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Contractor agrees and represents, and the Client agrees, as follows.

1. The Contractor has the right to perform services for others during the term of this agreement
2. The Contractor has the sole right to control and direct the means, manner, and method by which the service required by this agreement will be performed
3. The Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by the agreement
4. The services required by this agreement shall be performed by the Contractor, or the contractor's employees or contract personnel, and the client shall not hire, nor pay any assistance to help supervise the contractor

5. Neither the Contractor or contractor's employees or contract personnel shall receive any training from the client in the professional skills necessary to perform the services required by this agreement.
6. Neither the Contractor or contractor's employees or contract personnel shall be required by the Client to be solely devoted full time to the performance of the services required by this agreement

VIII. Permits and Licensing

The Contractor has complied with all federal, state, and local laws required business permits, certificates, and licenses required to carry out the services to be performed under this agreement. State and Federal Taxes.

IX. State and Federal Taxes

The Client will not:

1. Withhold FICA (Social Security and Medicare taxes) from the Contractor's payments or make FICA payments on the Contractor's behalf
2. Make state and federal income tax from the Contractor's payment. The Contractor shall pay all taxes incurring while performing services under this agreement. This includes all applicable income taxes and, if Contractor is not a corporation, self-employment (social security) taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

X. Fringe Benefits

The Contractor understands that neither the Contractor nor the Contractor's employees are eligible to participate in any employment pension, health, vacation pay, sick pay, or other fringe benefit plan of the Clients.

XI. Worker's Compensation

The Client shall not obtain worker's compensation insurance on behalf of the contractor nor contractor's employees. If the Contractor hires employees to perform any work under this agreement, the Contractor will cover them with worker's compensation insurance and provide the Client with a certificate of worker's compensation insurance before the employees begin the work.

XII. Unemployment Compensation

The Client shall make no state or federal unemployment compensation payment on behalf of the Contractor or contractor's employees or contact personnel. The Contractor will not be entitled to these benefits in connection with work performed under this agreement.

XIII. Insurance

The Contractor shall indemnify and hold the clients harmless from any loss or liability arising from performing services under this agreement.

XIV. Terminating This Agreement

With reasonable cause, either the Client and or Contractor may terminate this agreement effective immediately upon giving written notice. Reasonable causes include but are not limited to:

1. The change or elimination of funding
2. A material violation of this Agreement
3. Any act of exposing the other party to liability to others for extreme personal injury or extreme property damage

XV. Exclusive Agreement

This is the entire agreement between the Contractor and the Client.

XVI. Modifying the Agreement

This Agreement may be modified only with a written statement that is agreed and signed upon by both parties.

XVII. Confidentiality

The Contractor acknowledges that it may be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this agreement. The Contractor also acknowledges that any disclosures to any third party or any misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform services on the Client's behalf.

Proprietary or confidential information includes but is not limited to:

1. The written, printed, graphic, or electronically recorded materials furnished by the Client for the Contractor to use
2. Information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's services to the Client
3. Any written or tangible information stamped "Confidential", "Proprietary", and or any with a similar legend; or any information that the Client makes reasonable efforts to maintain the secrecy of.

The Contractor shall not be restricted in using any materials with publicly available, already in the Contractor's possession or known to the Contractor without restriction, or which is rightfully obtained by the Contractor from sources other than the Client.

Upon termination of the Contractor's services to the Client, or at the Client's request, the Contractor shall deliver all materials to the Client that were in the contractor's possession relating to the Client's business.

XVIII. Resolving Disputes

If a dispute should arise under this agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alameda County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by both parties. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court.

If any court action is necessary to enforce this agreement, the prevailing party shall be entitled to reasonable attorney fees, cost, and expenses in addition to any other relief to which they may be entitled to.

XIX. Applicable Law

This agreement will be governed by the law of the State of California.

XX. Notices

All notices and other communication in connection with this agreement must be written and shall be considered given as follows:

1. When delivery personally to the recipient's address as stated in this agreement
2. Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this agreement.
3. Or when sent by fax or telefax to the last fax or telefax number of the recipient known to the person giving notice. Such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of the receipt.

XXI. Partnership

This agreement does not create any form of a partnership. The Contractor dose not have authority to enter into contracts on the Client's behalf.

XXII. Assignment and Delegations

The Contractor may not assign or subcontract any rights or obligations under this agreement without the client's prior to written approval.

Independent Contractor Agreement: Exhibit A

Daily Cleaning:

Lina's Janitorial Services hereby agrees to provide the East Bay Innovation Academy, with the following daily general cleaning services of at both the upper and lower campuses:

- Sweeping all floor areas
- Mopping all floor areas
- Vacuuming of all carpeted areas
- Disposal of Garbage
- Dust/wipe and disinfect all tables
- Clean and disinfect all bathrooms
- Post lunch break down of tables
- Restock bathroom supplies (soap, toilet paper, paper towels, etc)
- Keep inventory of janitorial and cleaning supplies/materials/products
- Order janitorial and cleaning supplies/materials/products

*Includes Daily Daytime Onsite Janitorial Hours

Special Services:

Lina's Janitorial Services will only administer any other specialized services if requested. Other specialized services will billed separately from this Agreement.

Payment:

The following is the payment cost of all work associated with *Lina's Janitorial Services* that is listed above. This is based on the janitorial and cleaning services that will take place at both E.B.I.A's middle/lower and high school/upper campuses. The monthly cost for the lower campus is **\$6,000.00** and the monthly cost for the upper campus is **\$6,000.00**. Any other services that are not included in the list above will be charged at the rate of **\$50.00 per hour**.

All payments are to be made to *Lina's Janitorial Services* and or to the contractor *Lina M. Sanchez*.

Schedule of Cleaning:

Services will start upon official approval (August 2023) and will continue through end of academic school year (June 2024) or unless requested otherwise.

Independent Contract Agreement Signatures

Contractor:

Lina's Janitorial Services

Signature: _____

Lina M. Sanchez

Title: _____

Date: _____

Client:

East Bay Innovation Academy

Signature: _____

Title: _____

Date: _____

Coversheet

EBIA Executive Director's Report

Section: III. Academic Excellence
Item: A. EBIA Executive Director's Report
Purpose: Discuss
Submitted by:
Related Material: Exec Dir Report Board Mtg 8.21.23.pdf



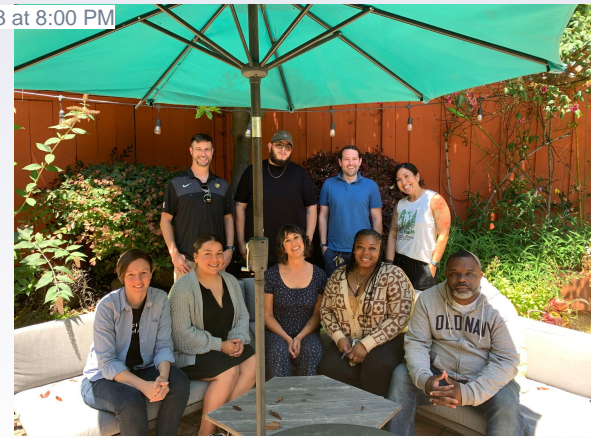
Executive Director Report

1

Start of School



School Leadership Team Retreat



Mission:

The School Leadership Team facilitates change through inclusive leadership to constantly improve the student experience.

Vision:

To accomplish this, inclusive leaders build sustainable systems by seeking diverse voices and perspectives that champions dialogue, fosters growth, and nurtures the success of every student.



Staff Professional Development

Focus on

- Building teams
- SEL/Advisory
- Vertical alignment
- Preparing for orientation



Phoenix Summer Academy



Orientation



Upcoming Events

- PAC Family Potluck - August 23
- Back to School Night - August 30 & 31
- Back to School "Sneaker Ball" for Upper - Sept 1
- Tech Night - September 6
- Fundraiser - TBD
- Fall Intersession - October 23-27





Staffing Update



Staffing

5 Year Employees

- Erin Oh
- Brandi Bellamy
- Aylin Abarca
- Ashley Tomajan
- Ashley Wahnschaff
- Michael Marzec
- Jordan Jabson
- Michael Trueman
- Sam O'Brien
- Judith Borcelis

10 Year Employees

- Mick Terrizzi
- Bonita Herrera



Powered by BoardOnTrack

New Staff

- Stephen Cilono - ELA
- Francisco Villasenor - SPED
- Claire Tsoukalas - CS
- Cristian Ramirez - Math
- Alexandra Hoyos - Spanish*
- Long-term subs
 - History 8
 - Science 6
- Elevate K12 - ELA



Initial Observations & Priorities



Observations

- Staff is committed and involved
- Teacher staffing will be ongoing challenge
- EBIA will benefit from proactive planning for annual events
- Need for stronger identity and enrollment plan for Upper School



Priorities

- School Leadership Team management and structured planning processes
- Budget management
- Family engagement
- Exploration of alignment to mission
- Enrollment planning



Coversheet

EBIA Academic Report - SBAC, MAP, and AP Results for 2022 - 2023

Section: III. Academic Excellence
Item: B. EBIA Academic Report - SBAC, MAP, and AP Results for 2022 - 2023
Purpose: Discuss
Submitted by:
Related Material: EBIA Academic Board Report 8.21.23.pdf



EBIA Academic Report

1

SBAC - Spring 2023



SBAC ELA/Math Achievement Levels 2022-2023

SBAC ELA Achievement Levels						
Grade 6	Level 1	Level 2	Level 3	Level 4	On or Above Grade Level (3 or 4)	Totals
Students	16	18	18	18	36	70
% Students	23%	26%	26%	26%	51%	100%

SBAC ELA Achievement Levels						
Grade 7	Level 1	Level 2	Level 3	Level 4	On or Above Grade Level (3 or 4)	Totals
Students	33	27	29	16	45	105
% Students	31%	26%	28%	15%	43%	100%

SBAC ELA Achievement Levels						
Grade 8	Level 1	Level 2	Level 3	Level 4	On or Above Grade Level (3 or 4)	Totals
Students	17	29	38	9	47	93
% Students	18%	31%	41%	10%	51%	100%

SBAC ELA Achievement Levels						
Grade 11	Level 1	Level 2	Level 3	Level 4	On or Above Grade Level (3 or 4)	Totals
Students	4	7	13	9	22	33
% Students	12%	21%	39%	27%	67%	100%

SBAC Math Achievement Levels						
Grade 6	Level 1	Level 2	Level 3	Level 4	On or Above Grade Level (3 or 4)	Totals
Students	18	18	14	20	34	70
% Students	26%	26%	20%	29%	49%	100%

SBAC Math Achievement Levels						
Grade 7	Level 1	Level 2	Level 3	Level 4	On or Above Grade Level (3 or 4)	Totals
Students	41	28	21	15	36	105
% Students	39%	27%	20%	14%	34%	100%

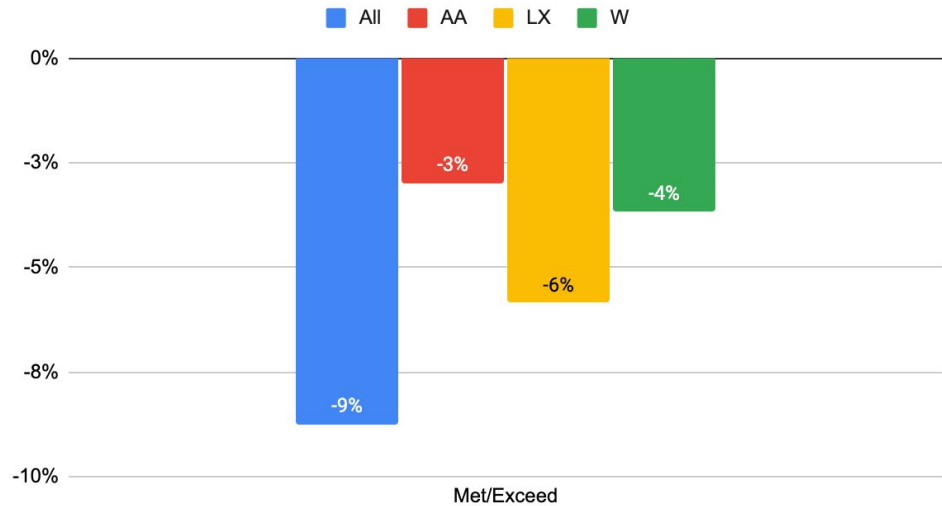
SBAC Math Achievement Levels						
Grade 8	Level 1	Level 2	Level 3	Level 4	On or Above Grade Level (3 or 4)	Totals
Students	50	19	16	8	24	93
% Students	54%	20%	17%	9%	26%	100%

SBAC Math Achievement Levels						
Grade 11	Level 1	Level 2	Level 3	Level 4	On or Above Grade Level (3 or 4)	Totals
Students	12	9	4	8	12	33
% Students	36%	27%	12%	24%	36%	100%

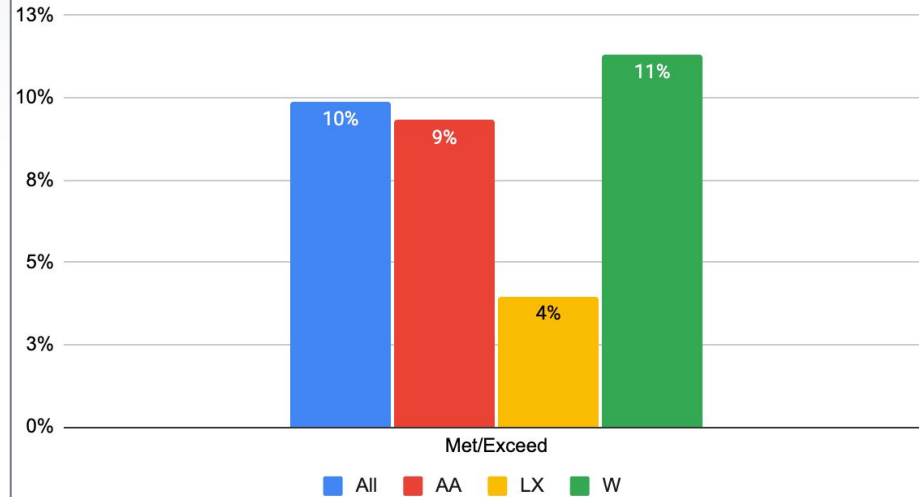


SBAC Math Proficiency Changes

SBAC Math Proficiency Change 18/19 - 21/22

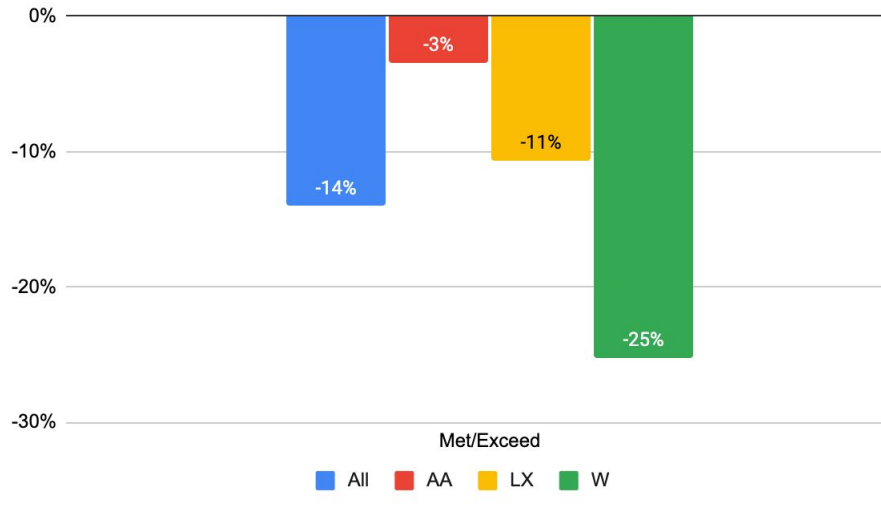


SBAC Math Proficiency Change 21/22 - 22/23

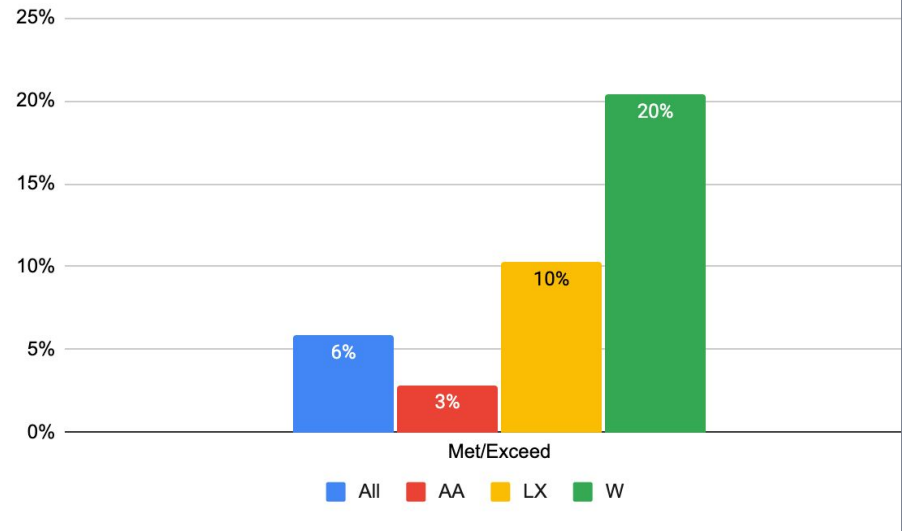


SBAC ELA Proficiency Changes

SBAC ELA Proficiency Change 18/19-21/22



SBAC ELA Proficiency Change 21/22 - 22/23



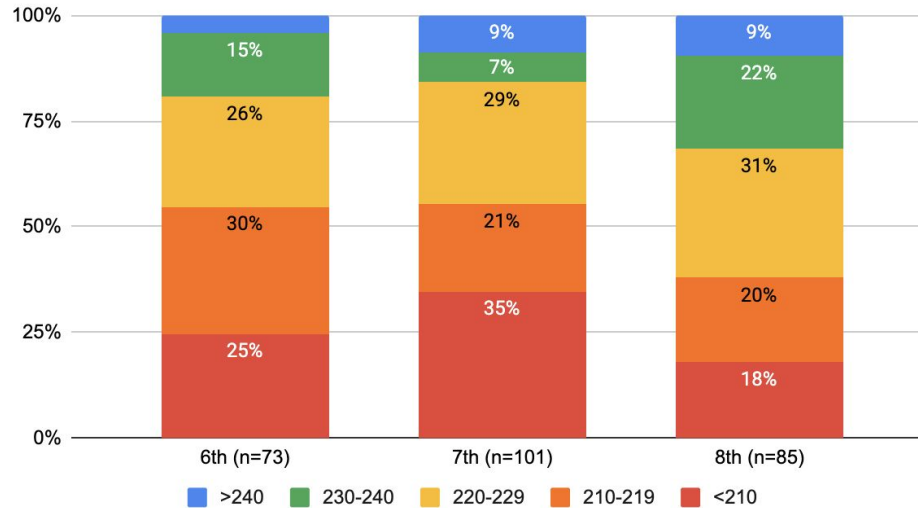


MAP - Winter 2023

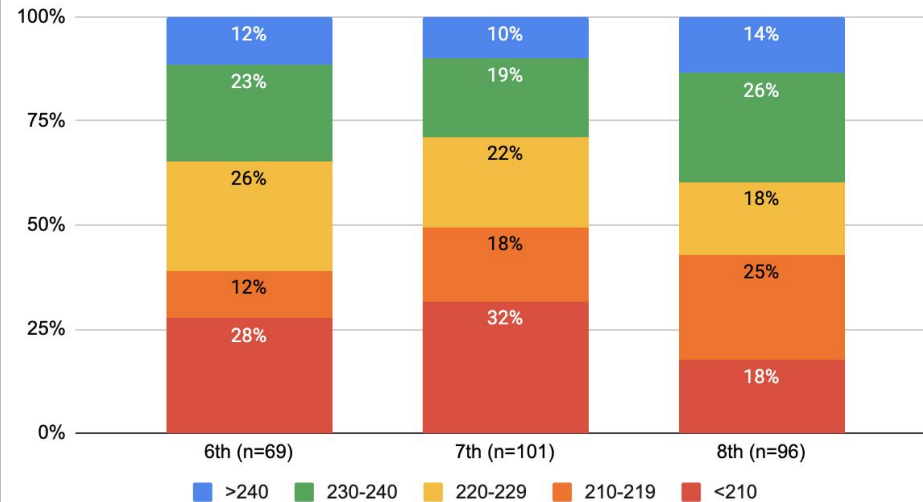


LS MAP Data Winter 2023

LS MAP Reading Data W2023

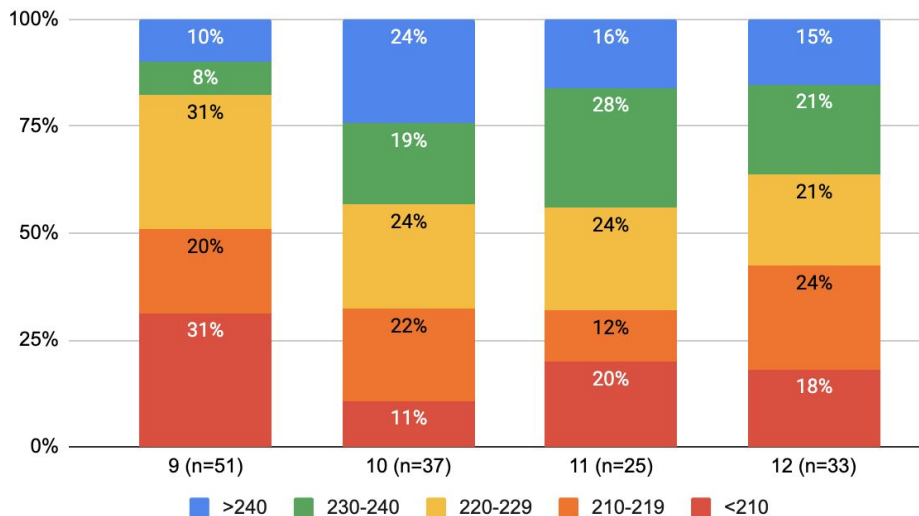


LS MAP Math Data W2023

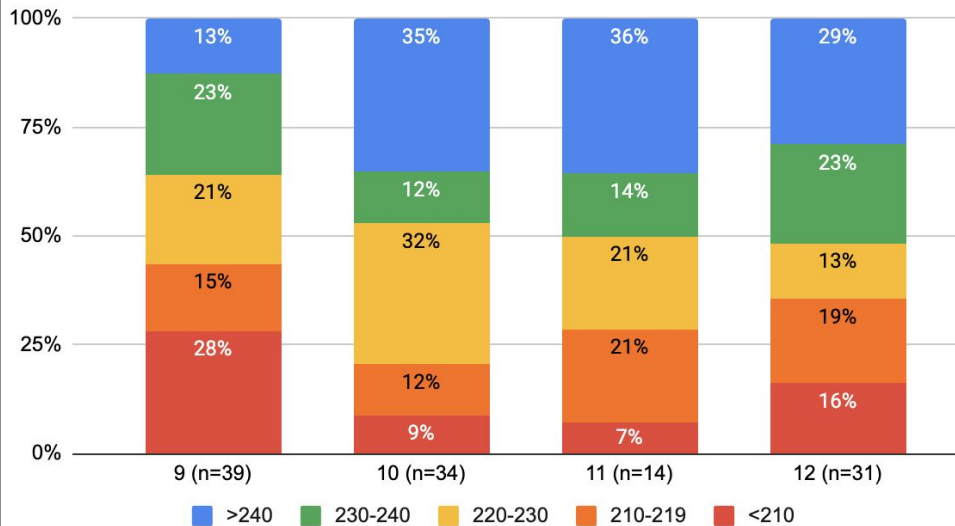


US MAP Data Winter 2023

US MAP Reading Data W2023

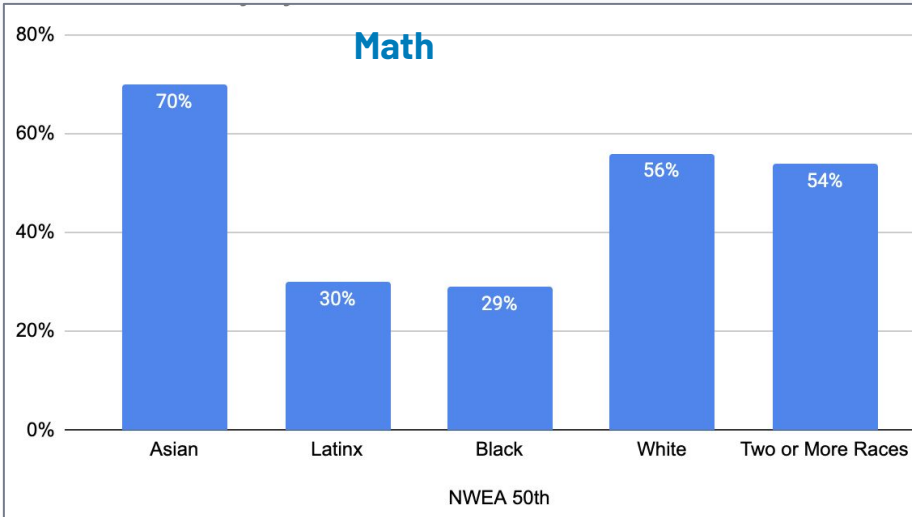


US MAP Math Data W2023

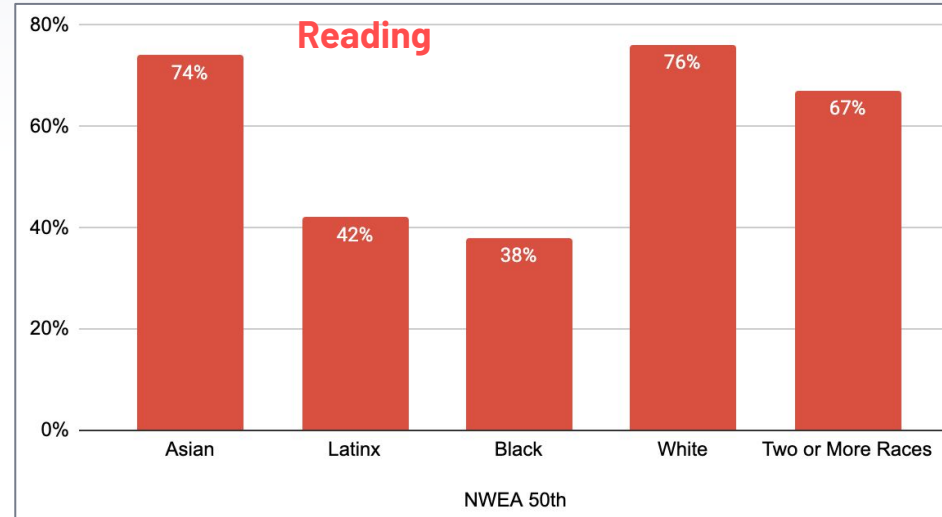


MAP Proficiency by Subgroups Winter 2023

Math

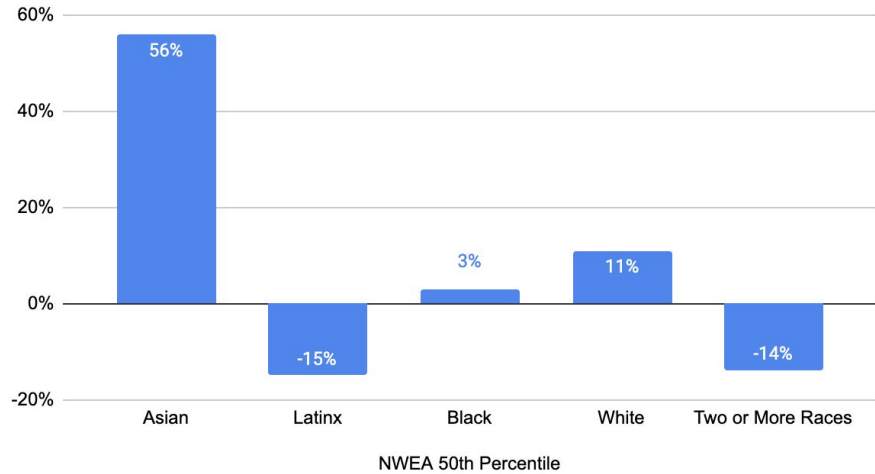


Reading

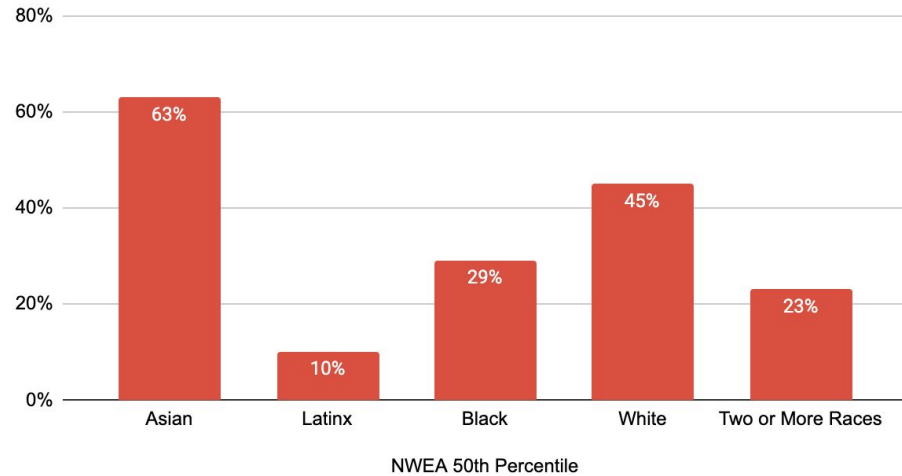


MAP Proficiency Changes Winter 2022-Winter 2023

Math Proficiency Changes Winter 2022 to Winter 2023



ELA Proficiency Changes Winter 2022 to Winter 2023





AP Scores - Spring 2023



AP Exams Scores 1-5 by Course

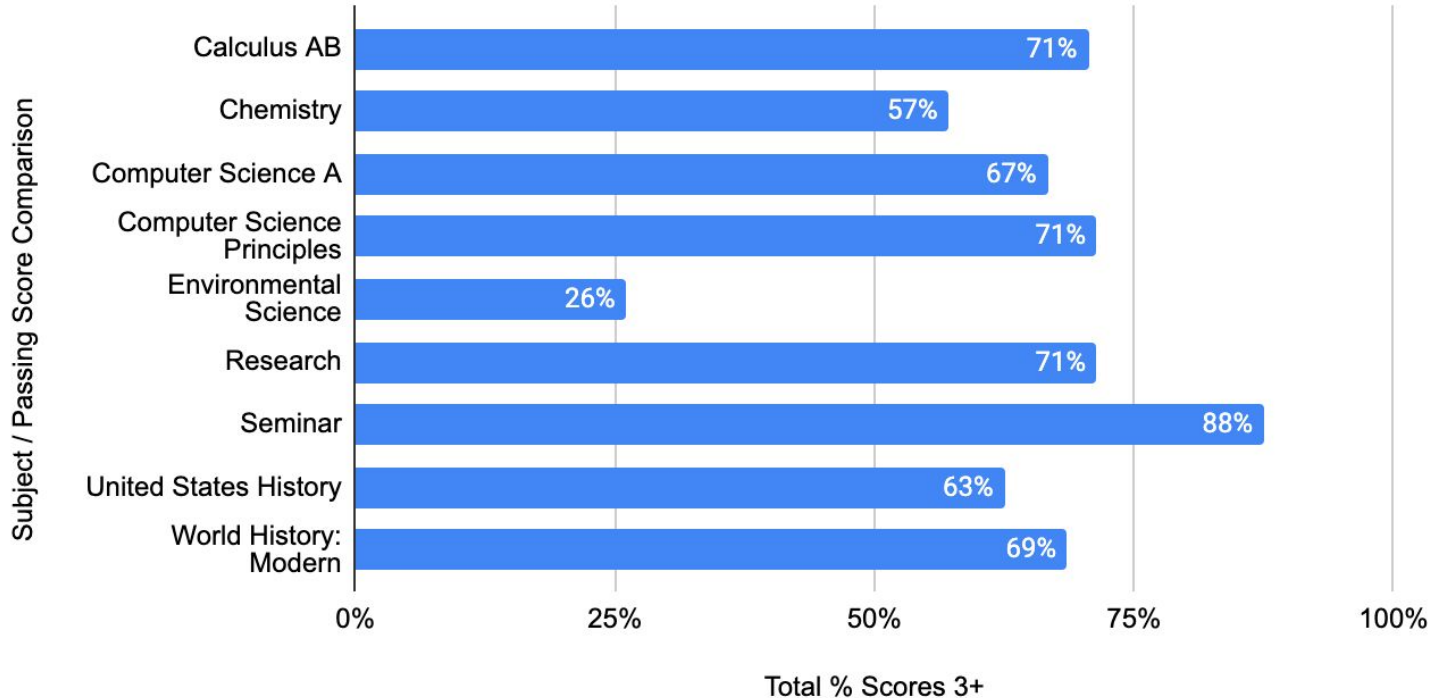
<i>SUM of Score</i>	<i>Subject</i>									
<i>Score</i>	Calculus AB	Chemistry	Computer Science A	Computer Science P	Environmental Science	Research	Seminar	US History	World History	
1	12%	14%	0%	14%	39%	7%	13%	13%	9%	
2	18%	29%	33%	14%	35%	21%	0%	25%	23%	
3	29%	43%	33%	43%	17%	29%	50%	38%	34%	
4	18%	0%	33%	14%	9%	36%	25%	13%	26%	
5	24%	14%	0%	14%	0%	7%	13%	13%	9%	
% Score 3 +	71%	57%	67%	71%	26%	71%	88%	63%	69%	
Student Total	n=17	n=7	n=3	n=14	n=23	n=14	n=8	n=8	n=35	



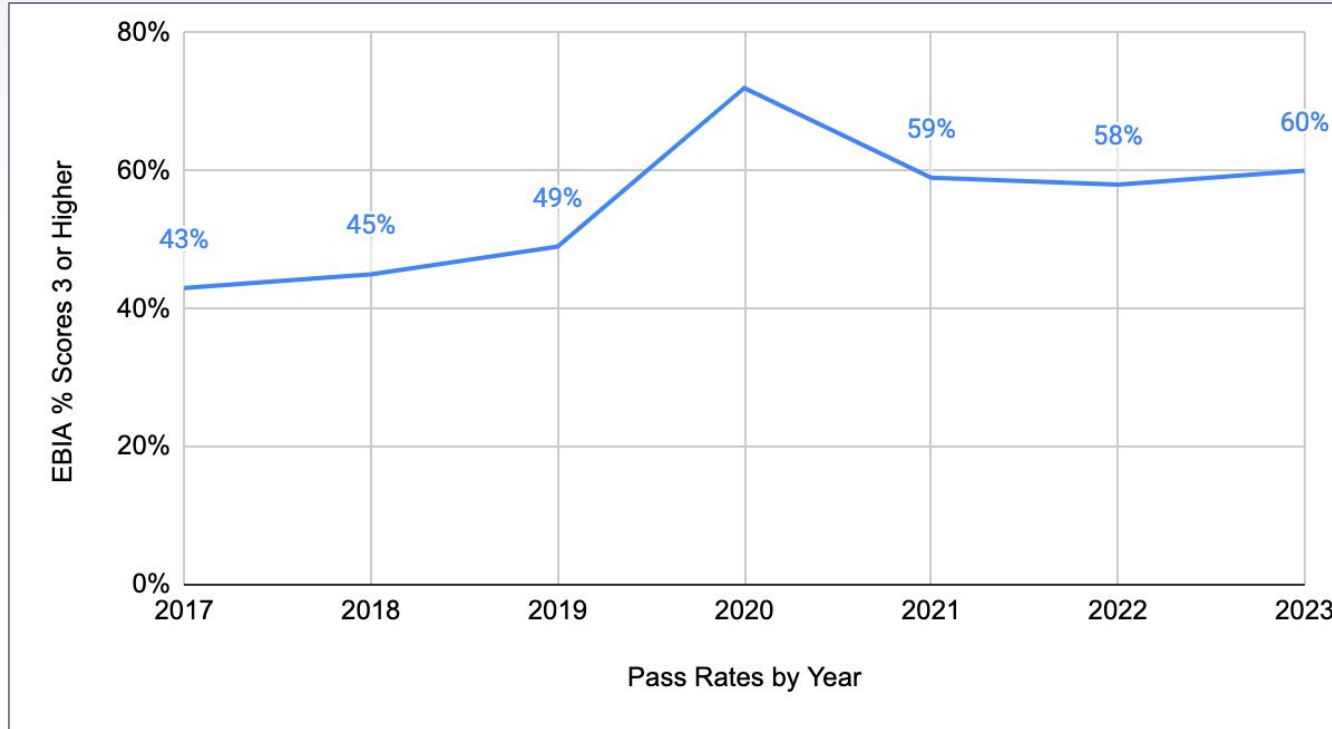
AP Exams Passing Score % 3+

EBIA AP Exams Passing Score Comparison

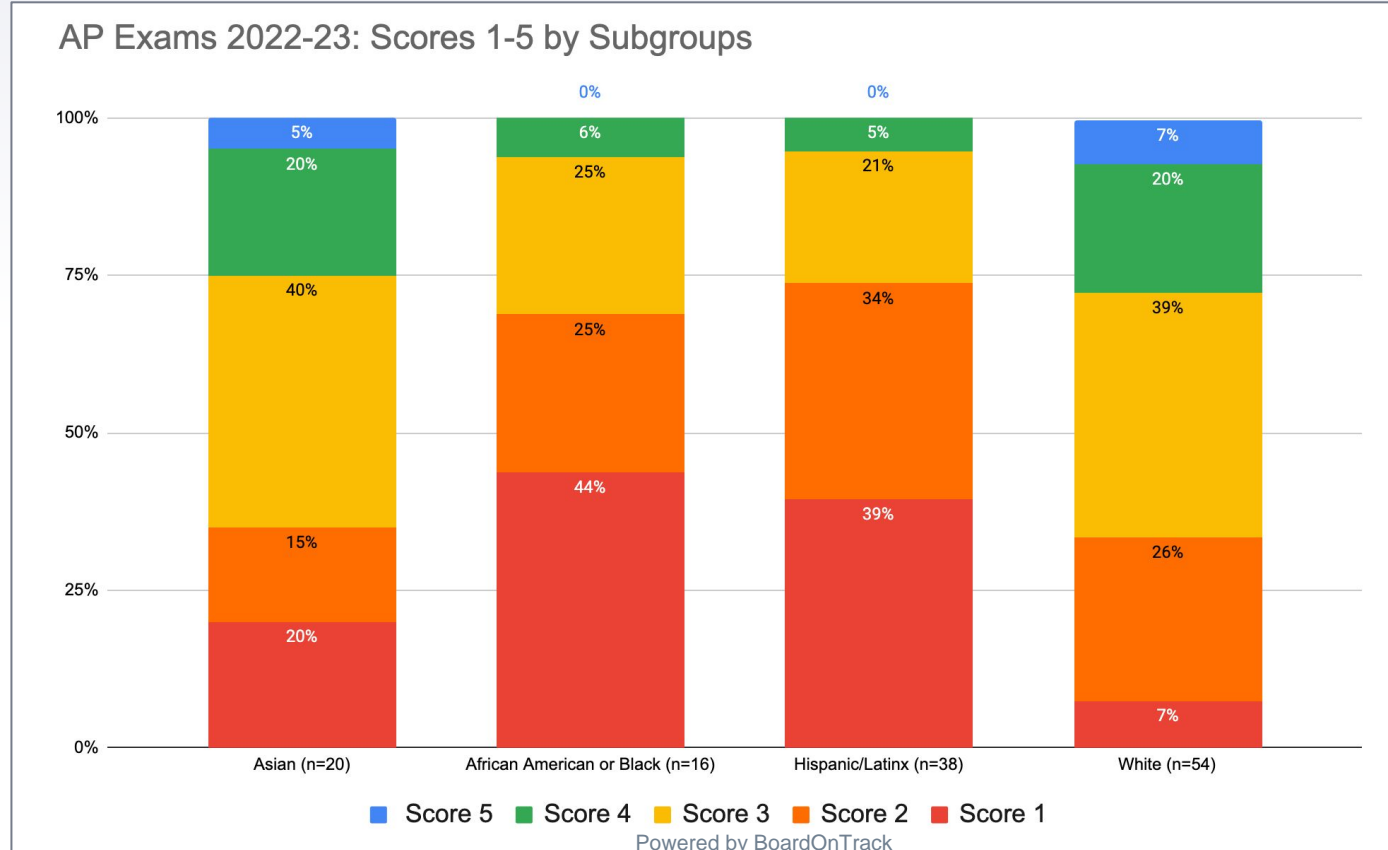
% Scores 3 or Higher 2022-2023



AP Pass Rates by Year



AP Exams Scores by Subgroups



Key Action Steps in Response to Data

- Academic Support
 - Lexia pilot in 6th ELA
 - 6th pilot for Open Up Resources curriculum for Math
- Increase AP opportunities
 - AP Language, AP Physics, AP Spanish Language
- Increase focus on building identity safety and belonging
 - Professional Development - Identity Safe Classrooms
 - Focus on advisory/SEL curriculum
- Miranda to examine ILT time and Tier 2 intervention practices



Coversheet

2023 -2024 Staffing: Declaration of Need for Fully Qualified Educators

Section: III. Academic Excellence
Item: C. 2023 -2024 Staffing: Declaration of Need for Fully Qualified Educators
Purpose: Vote
Submitted by:
Related Material: 230811_Declaration.pdf



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 23-24

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: East Bay Innovation Academy District CDS Code: 61259

Name of County: Alameda County County CDS Code: 01

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 08 / 21 / 2023 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2024.

Submitted by (Superintendent, Board Secretary, or Designee):

Miranda Thorman

Name

Signature

Executive Director

Title

510-577-9557

Fax Number

Telephone Number

08/11/2023

Date

3400 Malcolm Ave. Oakland, CA 94605

Mailing Address

miranda.thorman@eastbayia.org

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
<i>Name</i>	<i>Signature</i>	<i>Title</i>
_____	_____	_____
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

<i>Mailing Address</i>		

<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	3 _____
Bilingual Authorization (applicant already holds teaching credential)	_____ _____
List target language(s) for bilingual authorization: _____	
Resource Specialist	_____ _____
Teacher Librarian Services	_____ _____
Emergency Transitional Kindergarten (ETK)	_____ _____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year’s actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	6
Special Education	
TOTAL	6

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	1
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	1
English	2	Science: Chemistry	1
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science	1	Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 1 _____

If yes, list each college or university with which you participate in an internship program.

St. Mary's University

If no, explain why you do not participate in an internship program.

Coversheet

East Bay Innovation Academy - Finance Update

Section: IV. Finance and Development
Item: A. East Bay Innovation Academy - Finance Update
Purpose: FYI
Submitted by:
Related Material: EBIA FY24 Forecast Update.pptx

East Bay Innovation Academy

2023-24 Forecast Update

MIKE POCRNICH

AUGUST 21, 2023



Contents



1. FY24 Forecast Update

2023-24 Forecast Update



2023-24 Forecast Update

July forecast update reflects similar operating income as approved budget

		2023-24	2023-24	Variance
		Adopted Budget	July Forecast	
Revenue	LCFF Entitlement	6,384,109	6,178,445	(205,664)
	Federal Revenue	282,340	306,619	24,279
	Other State Revenues	1,601,039	1,621,900	20,861
	Local Revenues	505,881	505,849	(32)
	Fundraising and Grants	80,000	130,000	50,000
	Total Revenue	8,853,368	8,742,813	(110,555)
Expenses	Compensation and Benefits	6,375,721	6,036,746	338,975
	Books and Supplies	370,801	357,869	12,932
	Services and Other Operating	2,029,534	2,268,954	(239,420)
	Total Expenses	8,776,056	8,663,569	112,487
	Operating Income	77,312	79,244	1,932
	Beginning Balance	2,094,390	2,094,390	0
	Operating Income	77,312	79,244	1,932
Ending Fund Balance (incl. Depreciation)		2,171,702	2,173,634	1,932
Ending Fund Balance as % of Expenses		24.7%	25.1%	0.3%

2023-24 Forecast Update

Material forecast assumption changes

