



# East Bay Innovation Academy

## Board Meeting

### Date and Time

Wednesday August 21, 2024 at 7:00 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
<b>I. Opening Items</b>			<b>7:00 PM</b>
Opening Items			
<b>A.</b> Record Attendance and Guests		Brett van Zuiden	1 m
<b>B.</b> Call the Meeting to Order		Brett van Zuiden	1 m
<b>C.</b> Review and Approve Minutes from 6/12/2024 REGULAR Board Meeting	Approve Minutes	Brett van Zuiden	1 m
<b>D.</b> Opening Session - Public Comment (Any Agenda or Non-Agenda Items)		Brett van Zuiden	15 m
Public comment is limited to a maximum of 3 minutes of comment time per speaker			
<b>II. Board Governance &amp; Consent Agenda</b>			<b>7:18 PM</b>

	Purpose	Presenter	Time
<b>A. Board Officer Election</b> The Board will vote to select a Vice-Chair and Secretary for the 24-25 term.	Vote	Brett van Zuiden	5 m
<b>B. Review and Approve East Bay Innovation Academy Consent Agenda Items</b> Consent Agenda Items: <ul style="list-style-type: none"> <li>• June and July Check and Credit Card Registers</li> <li>• EBIA Student and Family Handbook 2024 - 2025</li> <li>• EBIA Staff Handbook 2024 - 2025</li> <li>• Individual Services Agreement for Non-Public School</li> <li>• One Goal/EBIA Data Sharing Agreement</li> <li>• Local Assignment Options</li> </ul>	Vote	Brett van Zuiden	5 m
<b>C. Executive Director Evaluation</b> The Board will select a member to serve as the Evaluation Chair for the Executive Director Annual Evaluation.	Vote	Brett van Zuiden	5 m
<b>D. Approve Updated Board Bylaws</b> The Board will review and approve the updated Board Bylaws.	Vote	Miranda Thorman	10 m

**III. Academic Excellence 7:43 PM**

Academic Excellence

<b>A. EBIA Executive Director's Report</b> - Summer and Start of School - Staffing Update - Enrollment Update - Upcoming Events and Initiatives - TNTP Opportunity Scorecard	Discuss	Miranda Thorman	30 m
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**IV. Strategic Planning Board Input 8:13 PM**

<b>A. Strategic Planning Discussion</b> The Executive Director will provide an update on the Strategic Planning process.	Discuss	Miranda Thorman	40 m
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	Purpose	Presenter	Time
The Board will provide input on school priorities and goals to the Executive Director.			
<b>V. Finance and Development</b>			<b>8:53 PM</b>
Finance			
<b>A.</b>	East Bay Innovation Academy - Finance Update FYI	Miranda Thorman	5 m
EdTec will join the EBIA Board at the September, November, February, April, May and June 2024-2025 Board Meetings. Alternate month updates will be high level as needed provided by the Executive Director and/or Senior Director of Operations.			
<b>VI. Closed Session: Student Discipline</b>			<b>8:58 PM</b>
The Board shall review and vote on a confidential student discipline matter			
<b>A.</b>	Adjourn Public Meeting for Closed Session	Vote	Brett van Zuiden 1 m
<b>B.</b>	Open Closed Session	FYI	Brett van Zuiden 1 m
<b>C.</b>	Closed Session Discussion: confidential student discipline matter	Vote	Miranda Thorman 15 m
<b>D.</b>	Adjourn Closed Session and Move to Public Session	Vote	Brett van Zuiden 1 m
<b>VII. Reconvene Board Meeting - Open Public Session</b>			<b>9:16 PM</b>
<b>A.</b>	Open Session Roll Call	FYI	Brett van Zuiden 1 m
<b>B.</b>	Report Actions Taken (if any) in Closed Session	FYI	Brett van Zuiden 5 m
<b>VIII. Facility Updates</b>			<b>9:22 PM</b>
<b>A.</b>	Facilities Updates	Discuss	Miranda Thorman 5 m
- Verbal update on facilities matters			
<b>IX. School Governance and Other Matters</b>			<b>9:27 PM</b>

	Purpose	Presenter	Time
<b>A. Confirm Board Meeting Dates through 2024-2025 School Year (and early 2025-2026)</b>  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, 9/18/2024 8:00 PM Wednesday, 10/16/2024 8:00 PM Wednesday, 11/20/2024  December 2024 Winter Break  8:00 PM Wednesday, 1/15/2025 8:00 PM Wednesday, 2/19/2025 8:00 PM Wednesday, 3/19/2025 8:00 PM Wednesday, 4/16/2025 8:00 PM Wednesday, 5/21/2025 8:00 PM Wednesday, 6/11/2025 - End of 2024/2025 School/Fiscal Year  July 2025 Summer Break - 2025/2026 Fiscal/School Year Begins	Discuss	Brett van Zuiden	1 m
<b>B. Closing Session - Public Comment (Any Agenda or Non-Agenda Items)</b>  Public comment is limited to a maximum of 3 minutes of comment time per speaker	FYI	Brett van Zuiden	10 m
<b>X. Closing Items</b>			<b>9:38 PM</b>
<b>A. Adjourn Meeting</b>	Vote	Brett van Zuiden	1 m



# Coversheet

## Review and Approve Minutes from 6/12/2024 REGULAR Board Meeting

**Section:** I. Opening Items  
**Item:** C. Review and Approve Minutes from 6/12/2024 REGULAR Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Board Meeting on June 12, 2024

APPROVED



## East Bay Innovation Academy

### Minutes

#### Board Meeting

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#### Date and Time

Wednesday June 12, 2024 at 8:00 PM

#### Location

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

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#### Directors Present

Brett van Zuiden, Erin Fredrick, Kelly Garcia, Shyam Kumar

#### Directors Absent

Brad Edgar, Rochelle Benning

#### Guests Present

Bryce Flemming, Miranda Thorman

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#### I. Opening Items

##### A. Record Attendance and Guests

##### B. Call the Meeting to Order

Brett van Zuiden called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday Jun 12, 2024 at 8:06 PM.

##### C.

### **Review and Approve Minutes from 5/15/2024 REGULAR Board Meeting**

Kelly Garcia made a motion to approve the minutes.

Erin Fredrick seconded the motion.

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

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

There are no members of the public present.

## **II. Consent Agenda**

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

Miranda shared an update to the tech policy related to AI. For other details please see board packet.

Shyam Kumar made a motion to approve the EBIA consent agenda.

Kelly Garcia seconded the motion.

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

## **III. Approve Local Control and Accountability Plan**

### **A. Local Control Accountability Plan Review and Approval**

Miranda discussed the LCAP that the board looked at the last meeting. For specifics please see the board packet.

Kelly Garcia made a motion to approve the local control and accountability plan (LCAP).

Shyam Kumar seconded the motion.

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

## **IV. Finance and Development**

### **A. Approve Executive Director Compensation**

The board discussed the Executive Director compensation for SY 24-25. The focus was on a 4% increase, which is similar to all faculty. This is greater than the state-approved COLA. The salary will be \$201,760.

Erin Fredrick made a motion to approved the Executive Director's salary for SY 24-25.

Brett van Zuiden seconded the motion.

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

### **B. East Bay Innovation Academy - Finance Update**

Bryce (from EdTech) discussed the budget for SY 24-25. For specifics please see board packet.

Kelly Garcia made a motion to approve the budget for SY 24.25.

Shyam Kumar seconded the motion.

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

## **V. Academic Excellence**

### **A. Executive Director Updates**

Miranda shared updates related to graduation, Class of 2024, staffing and enrollment.  
For specifics please see board packet.

### **B. 2024-2025 Staffing: Declaration of Need for Fully Qualified Educators**

Kelly Garcia made a motion to approve the Declaration of Need for Fully Qualified Educators.

Brett van Zuiden seconded the motion.

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

### **C. Student Outcomes Focused Governance Proposal**

Miranda and Greg Klein shared a proposal for Student Outcomes Focused Governance Proposal. For specifics please see board packet.

## **VI. Closed Session: Student Discipline and Real Estate Negotiations**

### **A. Adjourn Public Board Meeting for Closed Session**

Erin Fredrick made a motion to adjourn public board meeting to closed session.

Brett van Zuiden seconded the motion.

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

### **B. Open Closed Session**

### **C. Closed Session Discussion: confidential student discipline matter and real estate negotiations**

Kelly Garcia made a motion to approve the voluntary stipulated expulsion order with suspended enforcement case 32024001.

Erin Fredrick seconded the motion.

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

### **D. Adjourn Closed Session and Move to Public Session**

Kelly Garcia made a motion to adjourn closed session and move to public session.

Brett van Zuiden seconded the motion.

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

## **VII. Reconvene Board Meeting - Open Public Session**

### **A. Open Session: Roll Call**

### **B.**

**Report Actions Taken (if any) in Closed Session**

Board voted to approve a student discipline decision.

**VIII. Facility Updates**

**A. Facilities Updates**

none

**IX. School Governance and Other Matters**

**A. Confirm Board Meeting Dates through 2024 -2025 School Year**

Brett confirmed board meeting dates through 2024-25 school year.

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

No members from the public are present,

**X. 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 10:02 PM.

Respectfully Submitted,  
Kelly Garcia

# Coversheet

## Review and Approve East Bay Innovation Academy Consent Agenda Items

**Section:** II. Board Governance & Consent Agenda  
**Item:** B. Review and Approve East Bay Innovation Academy Consent Agenda Items  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
A\_PRegisterJune.pdf  
A\_PRegisterJuly.pdf  
2024-25 EBIA Family-Student Handbook.docx (1).pdf  
EBIA Employee Handbook SY 24-25 Final 071124 (4861-4675-8351.v2) (3).pdf  
ISA - Redacted.pdf  
OneGoal Data Sharing Agreement - East Bay.docx  
LAO- O'Brien & Cilono.pdf

**ESP-CA**  
**EdTec Network : East Bay Innovation Academy (EBIA)**  
**A/P Register**  
**June 1, 2024 - June 30, 2024**

Account Type	Date	Document Number	Vendor	Memo	Date Due	Billed	Paid	Balance
<b>Accounts Payable</b>								\$1,900.46
Bill	6/3/24	April & May 2024	106674 Golden Gate Acader	SY 23-24 Monthly use fee fc	Paid	\$64,140.00		(\$62,239.54)
Bill	6/3/24	1G9D-7QR7-31K3	192331 Amazon Capital Ser	Acct #A1GDQTYJDVQHAC	Paid	\$426.61		(\$62,666.15)
Bill	6/3/24	1VQ3-RPDM-KHMN	192331 Amazon Capital Ser	Acct #A1GDQTYJDVQHAC	Paid	\$20.83		(\$62,686.98)
Bill	6/3/24	19QM-FXQ6-M9WG	192331 Amazon Capital Ser	Acct #A1GDQTYJDVQHAC	Paid	\$55.07		(\$62,742.05)
Bill	6/3/24	2024-24765	68372 BoardOnTrack, Inc. (	BoardOnTrack Membershi	Paid	\$3,495.00		(\$66,237.05)
Bill	6/3/24	809412479111	50991 Kaiser Foundation H	Customer ID: 8094124388; .	Paid	\$27,667.34		(\$93,904.39)
Bill	6/3/24	368276047001	51097 Office Depot	Acct# 16610744; Supplies	Paid	\$62.62		(\$93,967.01)
Bill	6/3/24	261871481	180900 Orkin	Account #36504571; Pest Cr	Paid	\$160.99		(\$94,128.00)
Bill	6/3/24	452082	177658 Project Lead The W	PLTW VCT High School: 0i	Paid	\$2,400.00		(\$96,528.00)
Bill	6/3/24	81466	184812 Scoot Education Inc.	Services: 05/20 - 05/24/24	Paid	\$4,520.00		(\$101,048.00)
Bill	6/3/24	81507	184812 Scoot Education Inc.	Services: 05/20 - 05/24/24	Paid	\$7,602.00		(\$108,650.00)
Bill	6/3/24	717004	166317 The Education Team	BA Only 05/14 - 05/15/24	Paid	\$428.51		(\$109,078.51)
Bill	6/3/24	717005	166317 The Education Team	BA Only 05/13 - 05/17/24	Paid	\$1,922.81		(\$111,001.32)
Bill	6/3/24	9933403-2216-9	98131 Waste Management	Cust# 00513-38904; Ops Cr	Paid	\$701.91		(\$111,703.23)
Bill Payment	6/3/24	8884	166317 The Education Team				\$472.46	(\$111,230.77)
Bill Payment	6/3/24	8885	106674 Golden Gate Academy	(1099-1)			\$64,140.00	(\$47,090.77)
Journal	6/3/24	EBIA3065			Paid	\$472.46		(\$47,563.23)
Bill	6/5/24	1828	197679 Charter Connect	Create Google Ads account,	Paid	\$1,500.00		(\$49,063.23)
Bill	6/5/24	A252899041	135976 The College Board	Cust#289904: Inv# A252899	Paid	\$14,738.00		(\$63,801.23)
Bill	6/5/24	060324	177155 Diaz, Ernesto (ee)	Reimb: 6th grade take over	Paid	\$307.98		(\$64,109.21)
Bill	6/5/24	060124	78741 Fitts, Michelle (ee)	Reimb: Boat and fishing ren	Paid	\$1,456.40		(\$65,565.61)
Bill	6/5/24	21501	158937 HopSkipDrive, Inc	Field Trip; 05/01 - 05/31/24	Paid	\$1,892.90		(\$67,458.51)
Bill	6/5/24	1	201935 Slater, Joshua	Behavior Consult w/ SPED	Paid	\$1,500.00		(\$68,958.51)
Bill	6/5/24	WC0001895	197498 Julia Morgan Schoo	Sports Officiating and venue	Paid	\$65.00		(\$69,023.51)
Bill	6/5/24	7901020	192332 Lexia Learning Syst	Customer #2902147: Lexia	Paid	\$30,100.00		(\$99,123.51)
Bill	6/5/24	2002	178186 Michelle Cho	Services: Review and resp	Paid	\$500.00		(\$99,623.51)
Bill	6/5/24	053024	201936 Offenberg, Sam (ee)	Reimb: Travel to SELPA PC	Paid	\$662.47		(\$100,285.98)
Bill	6/5/24	82365	184812 Scoot Education Inc.	Services: 05/28 - 05/31/24	Paid	\$2,219.00		(\$102,504.98)
Bill	6/5/24	82403	184812 Scoot Education Inc.	Services: 05/28 - 05/31/24	Paid	\$5,383.00		(\$107,887.98)
Bill	6/5/24	408	201938 St. Paul's Episcopal	Referee Fees	Paid	\$290.00		(\$108,177.98)
Bill	6/5/24	5272975-2216-3	115191 Waste Management	Cust# 15-00043-73002; Wa	Paid	\$1,641.06		(\$109,819.04)

Bill	6/5/24	052124	74532 Watts, Janisse (ee) Reimb: Ice pos, Pizza & Pai Paid	\$294.06	(\$110,113.10)
Bill	6/5/24	10539	47540 Law Offices of Young Legal Services : 05/01 - 05/2 Paid	\$2,987.50	(\$113,100.60)
Bill Payment	6/7/24	8886	192331 Amazon Capital Services	\$502.51	(\$112,598.09)
Bill Payment	6/7/24	8887	68372 BoardOnTrack, Inc. (C Corp)	\$3,495.00	(\$109,103.09)
Bill Payment	6/7/24	8888	197679 Charter Connect	\$1,500.00	(\$107,603.09)
Bill Payment	6/7/24	8889	177155 Diaz, Ernesto (ee)	\$307.98	(\$107,295.11)
Bill Payment	6/7/24	8890	78741 Fitts, Michelle (ee)	\$1,456.40	(\$105,838.71)
Bill Payment	6/7/24	8891	158937 HopSkipDrive, Inc	\$1,892.90	(\$103,945.81)
Bill Payment	6/7/24	8892	197498 Julia Morgan School for Girls	\$65.00	(\$103,880.81)
Bill Payment	6/7/24	8893	50991 Kaiser Foundation Health Plan	\$27,667.34	(\$76,213.47)
Bill Payment	6/7/24	8894	47540 Law Offices of Young, Minney & Corr, LLP (1099-7)	\$2,987.50	(\$73,225.97)
Bill Payment	6/7/24	8895	192332 Lexia Learning Systems, LLC	\$30,100.00	(\$43,125.97)
Bill Payment	6/7/24	8896	178186 Michelle Cho	\$500.00	(\$42,625.97)
Bill Payment	6/7/24	8897	201936 Offenberg, Sam (ee)	\$662.47	(\$41,963.50)
Bill Payment	6/7/24	8898	51097 Office Depot	\$62.62	(\$41,900.88)
Bill Payment	6/7/24	8899	180900 Orkin	\$160.99	(\$41,739.89)
Bill Payment	6/7/24	8900	177658 Project Lead The Way	\$2,400.00	(\$39,339.89)
Bill Payment	6/7/24	8901	184812 Scoot Education Inc.	\$19,724.00	(\$19,615.89)
Bill Payment	6/7/24	8902	201935 Slater, Joshua	\$1,500.00	(\$18,115.89)
Bill Payment	6/7/24	8903	201938 St. Paul's Episcopal School	\$290.00	(\$17,825.89)
Bill Payment	6/7/24	8904	135976 The College Board	\$14,738.00	(\$3,087.89)
Bill Payment	6/7/24	8905	166317 The Education Team	\$2,351.32	(\$736.57)
Bill Payment	6/7/24	8906	98131 Waste Management (Cust# 00513-38904)	\$701.91	(\$34.66)
Bill Payment	6/7/24	8907	115191 Waste Management (Cust# 3002)	\$1,641.06	\$1,606.40
Bill Payment	6/7/24	8908	74532 Watts, Janisse (ee)	\$294.06	\$1,900.46
Bill	6/11/24	1KJN-V43Y-7XCG	192331 Amazon Capital Ser Acct #A1GDQTYJDVQHAC Paid	\$334.62	\$1,565.84
Bill	6/11/24	1WGC-LLXH-693N	192331 Amazon Capital Ser Acct #A1GDQTYJDVQHAC Paid	\$146.32	\$1,419.52
Bill	6/11/24	1WJG-7634-H4DQ	192331 Amazon Capital Ser Acct #A1GDQTYJDVQHAC Paid	\$118.00	\$1,301.52
Bill	6/11/24	060724	123728 Ashley, Christine (e Reimb: Chromebook Appre Paid	\$316.41	\$985.11
Bill	6/11/24	8939194	187077 Brady Industries Customer ID 290003; Janitc Paid	\$908.94	\$76.17
Bill	6/11/24	29031	47895 EdTec Monthly Back Office Service Paid	\$15,219.09	(\$15,142.92)
Bill	6/11/24	1138306091	158776 isolved Benefit Serv C10007972; FBA Monthly A Paid	\$70.00	(\$15,212.92)
Bill	6/11/24	060624	202241 Kim, William (ee) Reimb: Apple.com Paid	\$3,115.22	(\$18,328.14)
Bill	6/11/24	061024	201936 Offenberg, Sam (ee) Reimb: Lodging/SELPA PD Paid	\$1,002.72	(\$19,330.86)
Bill	6/11/24	370031349001	51097 Office Depot Acct# 16610744; Supplies Paid	\$473.51	(\$19,804.37)
Bill	6/11/24	370511620001	51097 Office Depot Acct# 16610744; Supplies Paid	\$87.96	(\$19,892.33)
Bill	6/11/24	061024	202246 Pham, Bonnie (Pare Reimb: Refund for Grade N Paid	\$200.00	(\$20,092.33)
Bill	6/11/24	04F0035832427	108665 Ready Refresh (Acc Acct #0035832427; Past Dur Paid	\$53.90	(\$20,146.23)
Bill	6/11/24	003487-C001339	75203 Revolution Foods, Inc Cust #C001339; Food Servi Paid	\$12,509.22	(\$32,655.45)
Bill	6/11/24	CD_000830863	110058 RingCentral Inc. (C) Customer ID: 1184099019; IPaid	\$695.18	(\$33,350.63)
Bill	6/11/24	053024	124292 Smith, Nicole (ee) Reimb: Feifer Assessment Paid	\$547.30	(\$33,897.93)
Bill	6/11/24	719680	166317 The Education Team BA Only & 30 Day Permit: C Paid	\$2,948.34	(\$36,846.27)



Bill	6/12/24	052824	139233 Trueman, Michael ( Reimb: Bought Pizza and Sr	\$221.78	(\$37,068.05)
Bill	6/12/24	June 2024	106674 Golden Gate Acader use fee for Golden Gate Car Paid	\$32,100.00	(\$69,168.05)
Bill Payment	6/12/24	8909	192331 Amazon Capital Services	\$598.94	(\$68,569.11)
Bill Payment	6/12/24	8910	123728 Ashley, Christine (ee)	\$316.41	(\$68,252.70)
Bill Payment	6/12/24	8911	187077 Brady Industries	\$908.94	(\$67,343.76)
Bill Payment	6/12/24	8912	47895 EdTec	\$15,219.09	(\$52,124.67)
Bill Payment	6/12/24	8913	106674 Golden Gate Academy (1099-1)	\$32,100.00	(\$20,024.67)
Bill Payment	6/12/24	8914	158776 isolved Benefit Services	\$70.00	(\$19,954.67)
Bill Payment	6/12/24	8915	202241 Kim, William (ee)	\$3,115.22	(\$16,839.45)
Bill Payment	6/12/24	8916	201936 Offenber, Sam (ee)	\$1,002.72	(\$15,836.73)
Bill Payment	6/12/24	8917	51097 Office Depot	\$561.47	(\$15,275.26)
Bill Payment	6/12/24	8918	202246 Pham, Bonnie (Parent/Vol)	\$200.00	(\$15,075.26)
Bill Payment	6/12/24	8919	108665 Ready Refresh (Acct# 2427)	\$53.90	(\$15,021.36)
Bill Payment	6/12/24	8920	75203 Revolution Foods, Inc. (C Corp)	\$12,509.22	(\$2,512.14)
Bill Payment	6/12/24	8921	110058 RingCentral Inc. (Cust# 9019) (C Corp)	\$695.18	(\$1,816.96)
Bill Payment	6/12/24	8922	124292 Smith, Nicole (ee)	\$547.30	(\$1,269.66)
Bill Payment	6/12/24	8923	166317 The Education Team	\$2,948.34	\$1,678.68
Bill Payment	6/12/24	8924	139233 Trueman, Michael (ee)	\$221.78	\$1,900.46
Bill	6/26/24	716806	129451 Atkinson, Andelson, Client No. 006340; Legal Se Paid	\$235.61	\$1,664.85
Bill	6/26/24	1CWN-M7MV-JYJ6	192331 Amazon Capital Ser Acct #A1GDQTYJDVQHAC Paid	\$4,012.90	(\$2,348.05)
Bill	6/26/24	1NT4-V6NH-9VF9	192331 Amazon Capital Ser Acct #A1GDQTYJDVQHAC Paid	\$55.25	(\$2,403.30)
Bill	6/26/24	1YG7-16Y6-NH6Y	192331 Amazon Capital Ser Acct #A1GDQTYJDVQHAC Paid	\$216.46	(\$2,619.76)
Bill	6/26/24	1C34-HGJM-MLHD	192331 Amazon Capital Ser Acct #A1GDQTYJDVQHAC Paid	\$38.58	(\$2,658.34)
Bill	6/26/24	1QLQ-FJXV-3KDJ	192331 Amazon Capital Ser Acct #A1GDQTYJDVQHAC Paid	\$25.04	(\$2,683.38)
Bill	6/26/24	000021859612	106388 AT&T (BAN# 2435) Acct# 9391062435; Internet : Paid	\$639.92	(\$3,323.30)
Bill	6/26/24	000021866895	136259 AT&T (#6883) Acct# 9391066883; Internet : Paid	\$639.92	(\$3,963.22)
Bill	6/26/24	8943404	187077 Brady Industries Customer ID 290003; Janitc Paid	\$122.70	(\$4,085.92)
Bill	6/26/24	8952001	187077 Brady Industries Customer ID 290003; Janitc Paid	\$809.80	(\$4,895.72)
Bill	6/26/24	8989827	187077 Brady Industries Customer ID 290003; Janitc Paid	\$262.29	(\$5,158.01)
Bill	6/26/24	061724	203327 Calderon, Vanessa ( Reimb: Refund from cash p Paid	\$200.00	(\$5,358.01)
Bill	6/26/24	3996	189813 CalWest Educators Inv# 3996; Non-Exclusive S Paid	\$600.00	(\$5,958.01)
Bill	6/26/24	2324564	50269 CoPower Cust# 902360; Dental Plan . Paid	\$2,790.64	(\$8,748.65)
Bill	6/26/24	2160	116111 East Bay Speech Pa Speech & Language Patholo Paid	\$16,989.00	(\$25,737.65)
Bill	6/26/24	203363	47895 EdTec SIS Support: May 2024 & UI Paid	\$656.26	(\$26,393.91)
Bill	6/26/24	061024	203328 Kallaher, Tori (Pare Reimb: Refund for Grade N Paid	\$200.00	(\$26,593.91)
Bill	6/26/24	64	132360 Lina's Janitorial Ser Janitorial Service for US & I Paid	\$12,000.00	(\$38,593.91)
Bill	6/26/24	061024	203329 Lopez, Felix (Parent Reimb: Refund form Cash F Paid	\$200.00	(\$38,793.91)
Bill	6/26/24	263270141	180900 Orkin Account #36504571; Pest Cr Paid	\$160.99	(\$38,954.90)
Bill	6/26/24	EBIA-1OVF24F	52884 Oakland Unified Schc 23/24 Final Billing for 1% ov Paid	\$18,767.00	(\$57,721.90)
Bill	6/26/24	EBIARENT24F	52884 Oakland Unified Schc 2023/24 Facility fee (Final) Paid	\$38,330.75	(\$96,052.65)
Bill	6/26/24	060324	90951 Patterson, Tiara (ee) Reimb: Tuition Paid	\$2,983.50	(\$99,036.15)
Bill	6/26/24	INV-102092	203330 Liminex, Inc. DBA C Inv# INV-102092; Supplies: Paid	\$2,025.00	(\$101,061.15)

Bill	6/26/24	061424	47928 PG&E	Account No 4052865603-2; Paid	\$2,851.69	(\$103,912.84)
Bill	6/26/24	3998	132364 Rob Skate Academy	PO# 1092; Thursday Afternoon	\$1,500.00	(\$105,412.84)
Bill	6/26/24	83144	184812 Scoot Education Inc.	Services: 06/03/24 Paid	\$452.00	(\$105,864.84)
Bill	6/26/24	83145	184812 Scoot Education Inc.	Services: 06/03 - 06/06/24 Paid	\$1,510.00	(\$107,374.84)
Bill	6/26/24	053124	168772 Spectrum Center	WD - BEP: Basic Education	\$192.00	(\$107,566.84)
Bill	6/26/24	721463	166317 The Education Team	BA Only & 30 Day Permit: C Paid	\$769.13	(\$108,335.97)
Bill	6/26/24	2023-2024.335	77402 The Phillips Academy	EC Tuition & Individual Counseling	\$7,234.41	(\$115,570.38)
Bill	6/26/24	2023-2024.369	77402 The Phillips Academy	EC Tuition & Individual Counseling	\$1,294.59	(\$116,864.97)
Bill	6/26/24	14	179336 UpNex Sports Acad	Sports Clinics for Quest	\$1,000.00	(\$117,864.97)
Bill	6/26/24	820714706	51463 Vision Service Plan	- Client ID: 30050552; Vision	\$429.34	(\$118,294.31)
Bill	6/26/24	9933449-2216-2	98131 Waste Management	Client# 00513-38904; Ops Client	\$701.91	(\$118,996.22)
Bill	6/26/24	5030070016	193599 Wells Fargo Vendor	Client# 1055852811; Leasing	\$292.16	(\$119,288.38)
Bill	6/27/24	2145-A	116111 East Bay Speech Pathology	Speech & Language Pathology	\$288.00	(\$119,576.38)
Bill	6/27/24	INV-36537	194108 Open-Up Resource	OUR PL Async Math K-8 Level	\$299.00	(\$119,875.38)
Bill Payment	6/27/24	8925	192331 Amazon Capital Services		\$4,348.23	(\$115,527.15)
Bill Payment	6/27/24	8926	136259 AT&T (#6883)		\$639.92	(\$114,887.23)
Bill Payment	6/27/24	8927	106388 AT&T (BAN# 2435)		\$639.92	(\$114,247.31)
Bill Payment	6/27/24	8928	129451 Atkinson, Andelson, Loya, Ruud & Romo	PC Attorneys at Law (AALRR) (1099-7)	\$235.61	(\$114,011.70)
Bill Payment	6/27/24	8929	187077 Brady Industries		\$1,194.79	(\$112,816.91)
Bill Payment	6/27/24	8930	203327 Calderon, Vanessa (Parent/Vol)		\$200.00	(\$112,616.91)
Bill Payment	6/27/24	8931	189813 CalWest Educators Placement		\$600.00	(\$112,016.91)
Bill Payment	6/27/24	8932	50269 CoPower		\$2,790.64	(\$109,226.27)
Bill Payment	6/27/24	8933	116111 East Bay Speech Pathology, Inc.	(1099-7)	\$17,277.00	(\$91,949.27)
Bill Payment	6/27/24	8934	47895 EdTec		\$656.26	(\$91,293.01)
Bill Payment	6/27/24	8935	203328 Kallaher, Tori (Parent/Vol)		\$200.00	(\$91,093.01)
Bill Payment	6/27/24	8936	203330 Liminex, Inc. DBA GoGuardian		\$2,025.00	(\$89,068.01)
Bill Payment	6/27/24	8937	132360 Lina's Janitorial Services		\$12,000.00	(\$77,068.01)
Bill Payment	6/27/24	8938	203329 Lopez, Felix (Parent/Vol)		\$200.00	(\$76,868.01)
Bill Payment	6/27/24	8939	52884 Oakland Unified School District		\$57,097.75	(\$19,770.26)
Bill Payment	6/27/24	8940	180900 Orkin		\$160.99	(\$19,609.27)
Bill Payment	6/27/24	8941	90951 Patterson, Tiara (ee)		\$2,983.50	(\$16,625.77)
Bill Payment	6/27/24	8942	47928 PG&E		\$2,851.69	(\$13,774.08)
Bill Payment	6/27/24	8943	132364 Rob Skate Academy		\$1,500.00	(\$12,274.08)
Bill Payment	6/27/24	8944	184812 Scoot Education Inc.		\$1,962.00	(\$10,312.08)
Bill Payment	6/27/24	8945	168772 Spectrum Center		\$192.00	(\$10,120.08)
Bill Payment	6/27/24	8946	166317 The Education Team		\$769.13	(\$9,350.95)
Bill Payment	6/27/24	8947	77402 The Phillips Academy (501c3)		\$8,529.00	(\$821.95)
Bill Payment	6/27/24	8948	179336 UpNex Sports Academy		\$1,000.00	\$178.05
Bill Payment	6/27/24	8949	51463 Vision Service Plan - (VSP)		\$429.34	\$607.39
Bill Payment	6/27/24	8950	98131 Waste Management (Client# 00513-38904)		\$701.91	\$1,309.30
Bill Payment	6/27/24	8951	193599 Wells Fargo Vendor Financial Services, LLC		\$292.16	\$1,601.46
Bill	6/30/24	INV24-00395	48961 Alameda County Office	Customer ID 000210; 4th Quarter	\$354.00	\$1,247.46

Bill	6/30/24	16GL-PN7L-NWNC	192331 Amazon Capital Ser Acct #A1GDQTYJDVQHAC Paid	\$249.50	\$997.96
Bill	6/30/24	062824	154419 Blair, Sarah (ee) Reimb: Tuition Reimbursen Paid	\$3,500.00	(\$2,502.04)
Bill	6/30/24	22211	158937 HopSkipDrive, Inc Field Trip; 06/01 - 06/30/24 Paid	\$393.32	(\$2,895.36)
Bill	6/30/24	062824	139221 Marzec, Michael (e Reimb: Teacher Credentiali Paid	\$88.00	(\$2,983.36)
Bill	6/30/24	373778995001	51097 Office Depot Acct# 16610744; Supplies Paid	\$57.27	(\$3,040.63)
Bill	6/30/24	373786727001	51097 Office Depot Acct# 16610744; Supplies Paid	\$25.25	(\$3,065.88)
Bill	6/30/24	CD_000854354 (1of2)	110058 RingCentral Inc. (C Customer ID: 1184099019; I Paid	\$46.35	(\$3,112.23)
Bill	6/30/24	11034	47540 Law Offices of Young Legal Services : 06/10 - 06/2 Paid	\$3,205.00	(\$6,317.23)
Bill	6/30/24	2174	116111 East Bay Speech Pa Speech & Language Patholo Paid	\$720.00	(\$7,037.23)
Bill	6/30/24	1138907431	158776 isolved Benefit Serv C10007972; FBA Monthly A Paid	\$70.00	(\$7,107.23)
Bill	6/30/24	1009	178186 Michelle Cho Reviewed and responded to Paid	\$500.00	(\$7,607.23)
Bill	6/30/24	003854-C001339	75203 Revolution Foods, Inc Cust #C001339; Food Servi Paid	\$3,974.86	(\$11,582.09)
Bill	6/30/24	000022004050 (1of2)	106388 AT&T (BAN# 2435) Acct# 9391062435; Internet : Paid	\$383.95	(\$11,966.04)
Bill	6/30/24	000022016831 (1of2)	136259 AT&T (#6883) Acct# 9391066883; Internet : Paid	\$319.96	(\$12,286.00)
Bill	6/30/24	071524 (1of2)	51452 East Bay Municipal L Acct# 49867400001; Water : Paid	\$1,837.70	(\$14,123.70)
Bill	6/30/24	205154	47895 EdTec SIS Support: June 2024 & U Paid	\$346.46	(\$14,470.16)
Bill	6/30/24	5030453397 (1of2)	193599 Wells Fargo Vendor Cust# 1055852811; Leasing Paid	\$19.48	(\$14,489.64)
<b>AP - Payable to County (prior yr adj)</b>					(\$111.00)
Deposit	6/6/24	185829	Adjustments and PY Recomputations	\$55.00	(\$56.00)
<b>Total - AP - Payable to County (prior yr adj)</b>				<b>\$0.00</b>	<b>(\$56.00)</b>
<b>AP - District Prior Year Prop Tax Adjustment</b>					(\$562.00)
<b>Total - AP - District Prior Year Prop Tax Adjustment</b>				<b>\$0.00</b>	<b>(\$562.00)</b>
<b>Total - Accounts Payable</b>				<b>\$388,548.97</b>	<b>(\$15,107.64)</b>
<b>Total</b>				<b>\$388,548.97</b>	<b>(\$15,107.64)</b>

**ESP-CA**  
**EdTec Network : East Bay Innovation Academy (EBIA)**  
**A/P Register**  
**July 1, 2024 - July 31, 2024**

Account	Type	Date	Document Number	Vendor	Memo	Date Due	Billed	Paid	Balance
<b>Accounts Payable</b>									(\$14,489.64)
	Bill	7/8/24	809412477339	50991 Kaiser Foundation He	Customer Paid		\$31,140.59		(\$45,630.23)
	Bill	7/8/24	CD_000854354 (2of2)	110058 RingCentral Inc. (C	Customer Paid		\$648.83		(\$46,279.06)
	Bill	7/8/24	5453153-2216-8	115191 Waste Management	Cust# 15-C Paid		\$1,686.51		(\$47,965.57)
	Bill	7/8/24	INV12245	203597 Zearn	Services th Paid		\$2,500.00		(\$50,465.57)
	Bill	7/9/24	NXJN358	203268 CDW Direct LLC	Cust #122' Paid		\$23,123.99		(\$73,589.56)
	Bill	7/9/24	NXRZ229	203268 CDW Direct LLC	Cust #122' Paid		\$6,780.84		(\$80,370.40)
	Bill	7/9/24	NXJIN402	203268 CDW Direct LLC	Cust #122' Paid		\$22,159.53		(\$102,529.93)
	Bill Payme	7/9/24	ACH5001	203268 CDW Direct LLC				\$23,123.99	(\$79,405.94)
	Bill Payme	7/9/24	ACH5003	203268 CDW Direct LLC				\$22,159.53	(\$57,246.41)
	Bill Payme	7/9/24	ACH5002	203268 CDW Direct LLC				\$6,780.84	(\$50,465.57)
	Bill	7/11/24	2330372	50269 CoPower	Cust# 902' Paid		\$1,601.86		(\$52,067.43)
	Bill	7/11/24	INV3238261	178184 Edmentum	Customer Paid		\$11,838.00		(\$63,905.43)
	Bill	7/11/24	203770	47895 EdTec	EdTec Mo' Paid		\$15,808.33		(\$79,713.76)
	Bill	7/11/24	706372	158591 Hertz Furniture	Innovation Paid		\$42,774.06		(\$122,487.82)
	Bill Payme	7/11/24	8952	48961 Alameda County Office of Education				\$354.00	(\$122,133.82)
	Bill Payme	7/11/24	8953	192331 Amazon Capital Services				\$249.50	(\$121,884.32)
	Bill Payme	7/11/24	8954	154419 Blair, Sarah (ee)				\$3,500.00	(\$118,384.32)
	Bill Payme	7/11/24	8955	158937 HopSkipDrive, Inc				\$393.32	(\$117,991.00)
	Bill Payme	7/11/24	8956	50991 Kaiser Foundation Health Plan				\$31,140.59	(\$86,850.41)
	Bill Payme	7/11/24	8957	47540 Law Offices of Young, Minney & Corr, LLP ( 1099-7)				\$3,205.00	(\$83,645.41)
	Bill Payme	7/11/24	8958	139221 Marzec, Michael (ee)				\$88.00	(\$83,557.41)
	Bill Payme	7/11/24	8959	51097 Office Depot				\$82.52	(\$83,474.89)
	Bill Payme	7/11/24	8960	194108 Open-Up Resources				\$299.00	(\$83,175.89)
	Bill Payme	7/11/24	8961	110058 RingCentral Inc. (Cust# 9019) (C Corp)				\$695.18	(\$82,480.71)
	Bill Payme	7/11/24	8962	115191 Waste Management (Cust# 3002)				\$1,686.51	(\$80,794.20)
	Bill Payme	7/11/24	8963	203597 Zearn				\$2,500.00	(\$78,294.20)
	Bill	7/12/24	INV2007	127175 New Tech Network, Fees per C	Paid		\$11,000.00		(\$89,294.20)
	Bill Payme	7/16/24	8964	50269 CoPower				\$1,601.86	(\$87,692.34)
	Bill Payme	7/16/24	8965	116111 East Bay Speech Pathology, Inc. ( 1099-7)				\$720.00	(\$86,972.34)
	Bill Payme	7/16/24	8966	178184 Edmentum				\$11,838.00	(\$75,134.34)
	Bill Payme	7/16/24	8967	47895 EdTec				\$15,808.33	(\$59,326.01)

Bill Payme 7/16/24	8968	158776 isolved Benefit Services		\$70.00	(\$59,256.01)
Bill Payme 7/16/24	8969	178186 Michelle Cho		\$500.00	(\$58,756.01)
Bill Payme 7/16/24	8970	127175 New Tech Network, Inc		\$11,000.00	(\$47,756.01)
Bill Payme 7/16/24	8971	75203 Revolution Foods, Inc. (C Corp)		\$3,974.86	(\$43,781.15)
Bill	7/17/24	1180	203852 Building 21 Problem of Paid	\$6,000.00	(\$49,781.15)
Bill Payme 7/17/24	8972	203852 Building 21		\$6,000.00	(\$43,781.15)
Bill	7/18/24	000022004050 (2of2)	106388 AT&T (BAN# 2435) Acct# 9391 Paid	\$255.97	(\$44,037.12)
Bill	7/18/24	000022016831 (2of2)	136259 AT&T (#6883) Acct# 9391 Paid	\$319.96	(\$44,357.08)
Bill	7/18/24	1865	197679 Charter Connect Create Go Paid	\$1,000.00	(\$45,357.08)
Bill	7/18/24	071524 (2of2)	51452 East Bay Municipal U Acct# 4986 Paid	\$300.71	(\$45,657.79)
Bill	7/18/24	1167	203911 Families in Action fc 24-25 Men Paid	\$5,600.00	(\$51,257.79)
Bill	7/18/24	S24-0287226	155887 School Datebooks Qty 280 CI Paid	\$876.86	(\$52,134.65)
Bill	7/18/24	5030453397 (2of2)	193599 Wells Fargo Vendor Cust# 1056 Paid	\$272.68	(\$52,407.33)
Bill Payme 7/18/24	8973	74532 Watts, Janisse (ee)		\$294.06	(\$52,113.27)
Journal	7/18/24	EBIA3074	Paid	\$294.06	(\$52,407.33)
Bill Payme 7/19/24	8974	136259 AT&T (#6883)		\$639.92	(\$51,767.41)
Bill Payme 7/19/24	8975	106388 AT&T (BAN# 2435)		\$639.92	(\$51,127.49)
Bill Payme 7/19/24	8976	197679 Charter Connect		\$1,000.00	(\$50,127.49)
Bill Payme 7/19/24	8977	51452 East Bay Municipal Utility District (EBMUD)		\$2,138.41	(\$47,989.08)
Bill Payme 7/19/24	8978	47895 EdTec		\$346.46	(\$47,642.62)
Bill Payme 7/19/24	8979	203911 Families in Action for Quality Education		\$5,600.00	(\$42,042.62)
Bill Payme 7/19/24	8980	155887 School Datebooks		\$876.86	(\$41,165.76)
Bill Payme 7/19/24	8981	193599 Wells Fargo Vendor Financial Services, LLC		\$292.16	(\$40,873.60)
Bill Payme 7/22/24	8982	158591 Hertz Furniture		\$42,774.06	\$1,900.46
<b>AP - District Prior Year Prop Tax Adjustment</b>					(\$562.00)
<b>Total - AP - District Prior Year Prop Tax Adjustment</b>				<b>\$0.00</b>	<b>\$0.00</b>
<b>AP - Payable to County (prior yr adj)</b>					(\$56.00)
<b>Total - AP - Payable to County (prior yr adj)</b>				<b>\$0.00</b>	<b>\$0.00</b>
<b>Total - Accounts Payable</b>				<b>\$185,982.78</b>	<b>\$202,372.88</b>
<b>Total</b>				<b>\$185,982.78</b>	<b>\$202,372.88</b>



# **EAST BAY INNOVATION ACADEMY (EBIA) FAMILY/STUDENT HANDBOOK**

**2024-2025**

*Updated July 2024*

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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 (Daisy Romero– Lower, Jasmine Sanchez – Upper): [info@eastbayia.org](mailto:info@eastbayia.org)
- Executive Director (Miranda Thorman): [miranda.thorman@eastbayia.org](mailto:miranda.thorman@eastbayia.org)
- Principal (William Youngtai Kim): [william.kim@eastbayia.org](mailto:william.kim@eastbayia.org)
- Dean of Culture, Lower (Ernesto Diaz): [ernesto.diaz@eastbayia.org](mailto:ernesto.diaz@eastbayia.org)
- Manager of Student Culture and Climate, Upper (Terrence Marley): [terrence.marley@eastbayia.org](mailto:terrence.marley@eastbayia.org)
- Senior Director of Operations (Bonita Herrera): [bherrera@eastbayia.org](mailto:bherrera@eastbayia.org)
- Director of Operations (Charlie Noel): [charlie.noel@eastbayia.org](mailto:charlie.noel@eastbayia.org)
- Director of Student Support Services (Sam Offenberg): [sam.offenberg@eastbayia.org](mailto:sam.offenberg@eastbayia.org)
- Director of College and Career Readiness (Kayla Jackson): [kayla.jackson@eastbayia.org](mailto:kayla.jackson@eastbayia.org)
- Manager of Linked Learning and Career Pathways (Christine Mandilag):  
[christine.mandilag@eastbayia.org](mailto:christine.mandilag@eastbayia.org)
- Instructional Coach (Francesca Fay): [francesca.fay@eastbayia.org](mailto:francesca.fay@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.*

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 am and students are invited to work on assignments, and socialize respectfully with classmates. School starts at 8:40am for the Lower Campus and 8:30am for the Upper Campus.

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

The Upper School after school program runs from 4-5pm, Monday-Thursday and includes credit recovery, clubs, and other enrichment opportunities. Office Hours will be held during this time on designated days as determined by teachers.

The Lower School has Office Hours with all teachers open on Monday from 3:30-5:00. The Lower School after school program is managed by an outside provider, Hands On Tech, and will be held Tuesday, Thursday, and Friday from 3:30-5:45 and Wednesdays from 1:30-5:45. There is an additional cost for that program.

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

## **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.

Twice a year, we have Student-Led Conferences days, where families meet with Advisors to discuss their progress and review their PLP. 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 phone 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. Students will not have access to their cell phones during the school day as they must be turned off and put away at all times. 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 176 calendar days with Lower School hours running from 8:40 am – 3:30 pm; Monday, Tuesday, Thursday, Friday and 8:40am-1:30pm on Wednesdays and Upper School hours running from 8:30 am – 4:00 pm Monday, Tuesday, Thursday, Friday, followed by Office Hours on select days and enrichment program On Wednesdays the Upper School will be held from 8:30am-2:25pm. 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 prevents students from reaching their potential.

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.

- 1) 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. For the purpose of attending the funeral services or grieving the death of either a member of the pupil's immediate family, or of a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, so long as the absence is not more than five (5) days per incident. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.
5. For any of the following reasons, if an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, has died:
  - o To access services from a victim services organization or agency.
  - o To access grief support services.
  - o To participate in safety planning or to take other actions to increase the safety of the pupil or an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, including, but not limited to, temporary or permanent relocation.

Absences under this section shall not be excused for more than three (3) days per incident, unless extended on a case-by-case basis at the discretion of the school administrator. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

6. 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.
7. For the purposes of jury duty in the manner provided for by law.
8. 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.)
9. To permit the pupil to spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code

Section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Charter School.

10. For purpose of serving as a member of a precinct board for an election pursuant to Election Code Section 12302.
11. Attendance at the pupil's naturalization ceremony to become a United States citizen.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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 schoolday-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.
18. 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. (Not to exceed

- one schoolday per semester).
- 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](mailto: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 (3<sup>rd</sup>) and fourth (4<sup>th</sup>) 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.” 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. 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 (if any), and may be subject to disenrollment in compliance with the Involuntary Removal Process described below. Any documentation received by the Charter School regarding a student's enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a **voluntary** disenrollment and shall not trigger the Involuntary Removal Process below.

## **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 (6<sup>th</sup>) 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 (1<sup>st</sup>) 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 (3<sup>rd</sup>) 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 (5<sup>th</sup>) 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 (6<sup>th</sup>) 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. Any documentation received by the Charter School regarding a student's enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a voluntary disenrollment and shall not trigger the Involuntary Removal Process below.
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.

## **NON-DISCRIMINATION**

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

## **REPORTS**

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

## **DAILY OPERATIONS**

### **DROP-OFF/PICK-UP PROCEDURES**

The Lower School begins at 8:40 a.m. and dismissal time is 3:30 p.m. daily. The Upper School begins at 8:30 a.m. and dismissal time is 4:00 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.

## **RIDESHARING SERVICES**

As per state and federal law, ridesharing services like Lyft and Uber are forbidden for unaccompanied 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 ParentSquare which will send an email and text message as well as a notification in an application depending on the amount of contact information parents elect to share. Announcements about upcoming events or important issues will be made via email newsletters that will be sent out to all families and public facing information will be updated on the EBIA website ([www.eastbayia.org](http://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](mailto:info@eastbayia.org).

## **PARENT INVOLVEMENT**

Parent involvement is vital to our school's success and to the success and achievement of each student. A Parent Advisory Council, 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. 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. 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)
- 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/documented contributions. Grades may be modified up or down, depending on the circumstances.

## **SELF AND PEER EVALUATION**

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



## **REVISION POLICY**

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

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

## **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*.

**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 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 7th and 8th grade students. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent

("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A Student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks, if the school has received a written request from the 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 & 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 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**

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)

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.
- Swimsuits (except as required in class or athletic practice).
- Accessories that could be considered dangerous or could be used as a weapon.

### **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 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**

According to developing research students are increasingly becoming reliant on technology,

“Some 52% of 15- to 17-year-olds say they use the internet almost constantly, while 36% of 13- pose challenges. 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, lunch, 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”).



- 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.
- During events sponsored by the Charter School held before or after regular school hours. On field trips or excursions sponsored by the Charter School.

Any EBIA staff member has the right to confiscate a student's personal device 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.

For further questions regarding the Tech Use Policy please call (510) 577-9557. The complete policy is also available upon request in the main office.

## **GUM ON CAMPUS**

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.

## **NO TRADING OR SELLING ON CAMPUS**

Students may not trade or sell any personal items, food, or beverages on campus.

## **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 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:

<b>Child’s Grade</b>	<b>List of shots required to attend school</b>
<b>TK/K-12 Admission</b>	<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><b>NOTE:</b> 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.,</p>

	MMRV) meet the requirements for individual component vaccines.
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<b>Entering 7<sup>th</sup> Grade</b>	<p>Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose                      Varicella (chickenpox) - Two (2) doses</p> <p><b>NOTE:</b> 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 7<sup>th</sup> 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>
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**MEDICATIONS**

The following 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: 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

1. 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. Per our safety plan, families are able to obtain information about registered sex offenders within 2 miles of either campus by visiting this website: <http://meganslaw.ca.gov>,

## **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 AND ASBESTOS MANAGEMENT PLAN**

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

The Charter School has also established an Asbestos Management 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/dhbsp/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 medication to your child, please contact Office Manager at 510-577-9557.

### **Available in the Community:**

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

### **Available Nationally:**

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

## **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 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 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.

## **CANCER PREVENTION ACT**

Students in the state are advised to adhere to current immunization guidelines, as recommended by the Advisory Committee on Immunization Practices (ACIP) of the federal Centers for Disease Control and Prevention (CDC), the American Academy of Pediatrics, and the American Academy of Family Physicians, regarding full human papillomavirus (HPV) immunization before admission or advancement to the eighth grade level of any private or public elementary or secondary school.

Because the vaccine is more effective when given at younger ages, two doses of HPV vaccine are recommended for all kids between the ages of 9 to 12 years, and the second dose should be given before the start of 8th grade. Kids who wait until later to get their first dose of HPV vaccine may need three doses.

HPV vaccination can prevent over 90 percent of cancers caused by HPV. HPV vaccines are very safe, and scientific research shows that the benefits of HPV vaccination far outweigh the potential risks.

## **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 contained in the definition of hate crimes in the California Penal Code.

The Charter School Board of Directors shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups. The Charter School Board of Directors shall not adopt or approve the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use of such would subject a student to unlawful discrimination pursuant to Education Code section 220.

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.

Pursuant to California law and the California Attorney General's guidance to K-12 schools in responding to immigration issues ("Guidance"), Charter School provides equal access to free public education, regardless of a student's or their parent's or guardian's immigration status or religious beliefs. The complete Guidance, including *Appendix G – Know Your Rights* can be reviewed via the following link:

<https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf>

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](mailto: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](mailto: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). Pursuant to CA law, the Charter School shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat, during each schoolday to any 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 breakfast meal and one (1) free lunch meal during 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. Income eligibility guidelines for federally funded free and reduced-price meals are available at: <https://www.cde.ca.gov/ls/nu/rs/>

Based on a parent/guardian's annual earnings, a parent/guardian may be eligible to receive the Earned Income Tax Credit from the Federal Government (Federal EITC). The Federal EITC is a refundable federal income tax credit for low-income working individuals and families. The Federal EITC has no effect on certain welfare benefits. In most cases, Federal EITC payments will not be used to determine eligibility for Medicaid, Supplemental Security Income, food stamps, low-income housing, or most Temporary Assistance For Needy Families payments. Even if you a parent/guardian does not owe federal taxes, they must file a federal tax return to receive the Federal EITC. Be sure to fill out the Federal EITC form in the Federal Income Tax Return Booklet. For information regarding your eligibility to receive the Federal EITC, including information on how to obtain the Internal Revenue Service (IRS) Notice 797 or any other necessary forms and instructions, contact the IRS by calling 1-800-829-3676 or through its website at [www.irs.gov](http://www.irs.gov).

A parent/guardian may also be eligible to receive the California Earned Income Tax Credit (California EITC) starting with the calendar year 2015 tax year. The California EITC is a refundable state income tax credit for low-income working individuals and families. The California EITC is treated in the same manner as the Federal EITC and generally will not be used to determine eligibility for welfare benefits under California law. To claim the California EITC, even if you do not owe California taxes, you must file a California income tax return



and complete and attach the California EITC Form (FTB 3514). For information on the availability of the credit eligibility requirements and how to obtain the necessary California forms and get help filing, contact the Franchise Tax Board at 1-800-852-5711 or through its website at [www.ftb.ca.gov](http://www.ftb.ca.gov).

Charter School shall allow students, teachers, and staff to bring and carry water bottles. Water bottles may be excluded from libraries, computer labs, science labs, and other places where it is deemed dangerous to have drinking water. Charter School may develop additional policies regarding the types of water bottles that may be carried.

Charter School adheres to all applicable requirements regarding placement and maintenance of water bottle refilling stations on campus.

Charter School shall encourage water consumption through promotional and educational activities and signage that focus on the benefits of drinking water and highlight any water bottle filling stations that are located on campus.

A copy of the complete Universal Meals Policy, which includes the Charter School's meal charge 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.**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, Charter School is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights

violation. The completed AD-3027 form or letter must be submitted to USDA by mail:

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or  
fax:  
(833) 256-1665 or (202) 690-7442; or  
email:  
Program.Intake@usda.gov

Charter School is an equal opportunity provider.

## **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 of function for which the School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist, or contracted provider of digital educational platforms and/or service; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another School official in performing his or her tasks. A School official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

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

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

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.

Please note that data collected and reported by Charter School to the California Longitudinal Pupil Achievement Data System ("CALPADS"<sup>1</sup>) pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI"<sup>2</sup>) and will:

1. Be used to provide pupils and families with direct access to online tools and resources.
2. Enable a pupil to transmit information shared with the CCGI to both of the following:
  - a. Postsecondary educational institutions for purposes of admissions and academic placement.
  - b. The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

## **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

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<sup>1</sup> CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data.

<sup>2</sup> CCGI is an authorized provider of an institutional service to all California local educational agencies and part of the state's efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education ("CDE").

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):

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.
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.)

## **SCHOOL STABILITY**

The Charter School will work with homeless students and their parent/guardian to ensure that each student 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 students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a homeless student'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.

Homeless students have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a homeless student seeking reenrollment 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). The Charter School will also immediately enroll any homeless student 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).

Homeless students have the right to remain in their school of origin following the termination of the child's status as a homeless student 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.

If the Charter School operates an intersession program, Charter School shall grant priority

access to homeless students. Notwithstanding any other law, if the homeless student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder, Indian custodian<sup>3</sup> in the case of an Indian child, or, if none of the preceding are applicable, an accompanied homeless student themselves shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

## **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, the length of the student's school enrollment, or, for pupils with significant gaps in school attendance, the pupil's age as compared to the average age of pupils in the third or fourth year of high school 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 ("ERH"), and the School Liaison 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 ERH. 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.

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<sup>3</sup> "Indian custodian" means any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child. *Section 1903 of Title 25 of the United States Code*

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

2. 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 homeless student 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 student or the student's ERH and the student at one time qualified for the exemption, even if the student is no longer homeless.

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 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 and the student's ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with the student, and the ERH 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 and the student's ERH 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 student's ERH.
5. Consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a homeless student **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 (5<sup>th</sup>) year to complete the statewide coursework requirements. Charter School shall consult with the homeless student and the student's ERH 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 homeless student 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 ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, 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 provide written notice to the pupil and the ERH of the pupil's options to:
  - i. 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. Upon agreement with the ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

## 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.

## **Acceptance of Course Work**

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

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

## **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.

## **Availability of Complete Policy**

For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.

## **EDUCATION OF FOSTER AND MOBILE YOUTH**

**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 California Welfare and Institutions Code ("WIC").

2. A child who is the subject of a petition filed pursuant to 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
    - c. of tribes, or tribal organization.
    - d. 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.<sup>4</sup>
  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.
  - *"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.

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<sup>4</sup> 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.



- *“Newcomer pupil”* is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years.
- *“Educational Rights Holder” (“ERH”)* means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the student pursuant to Education Code section 56055.
- *“School of origin”* means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, “school” as used in the definition of “school of origin” includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.
- *“Best interests”* means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth’s access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.
- *“Partial coursework satisfactorily completed”* includes any portion of an individual course, even if the student did not complete the entire course.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a newcomer pupil 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” or “ERH.”

## **FOSTER AND MOBILE YOUTH LIAISON**

The Executive Director or designee designates the following staff person as:

Bonita Herrera, Senior Director of Operations East Bay Innovations 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 student 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 students, 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 reenrollment 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.

If the Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on non school days, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

## **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 newcomer pupils 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, the length of the student's school enrollment, or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school, may be used, whichever will qualify the student for the exemption. For a newcomer pupil, 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 ERH. 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 student or the student's ERH and the student at one time qualified for the exemption, even if the student 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 Foster and Mobile Youth.

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:

6. Consult with the student and the student's ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
7. Consult with the student, and the ERH 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.
8. Consult with and provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.
9. 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 student's ERH.
10. For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

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 (5<sup>th</sup>) year

to complete the statewide coursework requirements. Charter School shall consult with the Foster and Mobile Youth and their ERH 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 an 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, or for a newcomer pupil, is not eligible for an exemption in the student's third year of high school, 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 pupil's ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, 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 provide written notice to the pupil and the pupil's ERH of the pupil's options to:
  - iii. 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**
  - iv. Upon agreement with the pupil's ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the pupil's ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

**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 notice, "pupil category" means the categories of pupils identified in the "Definitions" section of this Policy, above.

## **ACCEPTANCE OF COURSE WORK**

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

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

## **STUDENT RECORDS**

When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), the Charter School shall provide these student records within 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 recordkeeping needs of Foster and Mobile Youth.

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

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

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.

## **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

## **WORKPLACE READINESS WEEK AND WORK PERMITS**

The week of each year that includes April 28 shall be known as “Workplace Readiness Week.” All public high schools, including charter schools, shall annually observe that week by providing information to students on their rights as workers.

Beginning August 1, 2024, any minor seeking the signature of a Charter School verifying authority on a Statement of Intent to Employ a Minor and Request for a Work Permit-Certificate of Age will be issued, before or at the time of receiving the signature of the verifying authority, a document clearly explaining basic labor rights extended to workers. An infographic explaining these rights is available at: <https://laborcenter.berkeley.edu/wp-content/uploads/2024/05/Know-Your-Rights-FINAL.pdf>

## **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. Unlawful discrimination

includes, but is not limited to, noncompliance with Education Code section 243(a) or 244(a).

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 Innovations Academy  
3400 Malcolm Avenue  
Oakland, CA 94605  
(510) 577-9557

Only complaints regarding pupil fees, LCAP, or noncompliance with Education Code section 243 or 244 may be filed anonymously and only if the anonymous complainant

provides evidence or information leading to evidence to support an allegation of noncompliance with the respective applicable laws.

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.

Complaints alleging noncompliance with Education Code section 243 or 244 may be filed with the SSPI directly, and the SSPI may directly intervene without waiting for an investigation by the Charter School. The complainant shall present the SSPI with evidence that supports the basis for the direct filing and why immediate action is necessary.

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 POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF SEX**

This Title IX Policy Prohibiting Discrimination on the Basis of Sex (“Policy”) contains the policies and grievance procedures of East Bay Innovation Academy (“Charter School”) to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

Charter School does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.<sup>5</sup> Charter School will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in Charter School’s education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom Charter School does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as “Title IX”) may be referred to the Charter School Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

#### **Definitions**

##### **Prohibited Sex Discrimination**

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by Charter School. Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

##### **Prohibited Sex-Based Harassment**

Under Title IX, “sex-based harassment” means conduct on the basis of sex that satisfies one or more of the following:

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<sup>5</sup> Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by Charter School to provide an aid, benefit, or service under Charter School's education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.
- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from Charter School's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - The degree to which the conduct affected the complainant's ability to access Charter School's education program or activity;
  - The type, frequency, and duration of the conduct;
  - The parties' ages, roles within Charter School's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - The location of the conduct and the context in which the conduct occurred; and
  - Other sex-based harassment in Charter School's education program or activity.
- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
- Dating violence, meaning violence committed by a person:
  - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - The length of the relationship;
    - The type of relationship; and
    - The frequency of interaction between the persons involved in the relationship.
- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
  - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
  - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
  - Shares a child in common with the victim; or
  - Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.
- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - Fear for the person's safety or the safety of others; or
  - Suffer substantial emotional distress.

Under California Education Code section 212.5, 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 Charter School.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
  - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - 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.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
  - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  - 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.
  - 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.
  - 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 above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

**Complainant** means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in Charter School's education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) Charter School's Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in Charter School's education program or activity at the time of the alleged sex discrimination.

**Complaint** means an oral or written request to Charter School that objectively can be understood as a request for Charter School to investigate and make a determination about alleged sex discrimination.

**Confidential Employee** means an employee of Charter School whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom Charter School

has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

**Party** means a complainant or respondent.

**Respondent** means a person who is alleged to have violated Charter School's prohibition on sex discrimination.

**Supportive Measures** are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to Charter School's education program or activity, including measures that are designed to protect the safety of the parties or Charter School's educational environment; or (2) provide support during Charter School's grievance procedures or during an informal resolution process.

### **Title IX Coordinator**

The Board of Directors of Charter School ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

#### **Title IX, Harassment, Intimidation, Discrimination, and Bullying Coordinator:**

**Bonita Herrera, Senior Director of Operations**

**East Bay Innovation Academy**

**3400 Malcolm Avenue**

**Oakland, CA 94605**

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

**William Kim**

**Principal**

**East Bay Innovation Academy**

**3400 Malcolm Avenue**

**Oakland, CA 94605**

The Coordinator is responsible for coordinating Charter School's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decision maker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure Charter School's consistent compliance with Title IX.

### **Reporting Sex Discrimination**

All employees who are not a confidential employee must promptly notify the Coordinator when the employee has



information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Executive Director, 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.

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. Charter School will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

### **Privacy**

Charter School acknowledges and respects every individual's right to privacy. All reports and complaints 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 but is not limited to keeping the identity of the reporter and other personally identifiable information 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 designee on a case-by-case basis.

### **Retaliation**

Charter School 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 complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes Charter School from requiring an employee or other person authorized by Charter School to provide aid, benefit, or service under Charter School's education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

### **Confidential Employees**

Contact information for the confidential employees at Charter School, if any, can be found on the Charter School website or obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.



### **Coordinator's Response to Reports of Sex Discrimination**

When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;
- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;
- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;
- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether Charter School could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents Charter School from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Charter School's education program or activity.

### **Supportive Measures**

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or Charter School's educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the

opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact Miranda Thorman, Executive Director, who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of Charter School's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

### **Informal Resolution**

At any time prior to determining whether sex discrimination occurred under Charter School's Title IX grievance procedures, Charter School may offer an informal resolution process to the parties. Charter School does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- o The allegations;
- o The requirements of the informal resolution process;
- o The right to withdraw and initiate or resume the grievance procedures;
- o That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;
- o The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and
- o What information is retained and whether and how it may be disclosed by Charter School for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. Charter School will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decisionmaker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

### **Grievance Procedures**

#### **Scope and General Requirements**

Charter School has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in Charter School's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

Charter School requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

Charter School will treat complainants and respondents equitably. Charter School presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

Charter School may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

Charter School allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay. Charter School will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

Charter School will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.<sup>6</sup> Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student's IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act of 1973 ("Section 504") throughout the grievance procedures.

### **Dismissal**

In most cases, Charter School will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

Charter School may dismiss a complaint if:

- Charter School is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in Charter School's education program or activity and is not employed by Charter School;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and Charter School determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- Charter School determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, Charter School will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant's right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

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<sup>6</sup> Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent's right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable Charter School policy.

### **Appeal of a Dismissal**

If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decisionmaker for the appeal, and the parties' right to submit a statement to the decisionmaker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decisionmaker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decisionmaker will notify the parties in writing of the result of the appeal and the rationale for the result.

### **Notice of the Allegations**

Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- Charter School's grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to Charter School;
- A statement that retaliation is prohibited; and
- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if Charter School provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

### **Emergency Removal**

Charter School may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with Charter School's policies.

Charter School may remove a respondent from Charter School's education program or activity on an emergency basis, in accordance with Charter School's policies, provided that Charter School undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

### **Investigation**

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. Charter School has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all

evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by Charter School to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless Charter School obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties' timely submitted written responses, if any, will be considered by the investigator and decision maker before a determination of responsibility is made.

Charter School will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

### **Determination of Responsibility**

Before making a determination of responsibility, the decisionmaker may question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

### **Appeal of the Determination of Responsibility**

Should a party find Charter School's determination unsatisfactory, the party may, within five (5) business days of notice of Charter School's determination, submit a written appeal to the Chair of the Charter School Board, who will serve as the decision maker for the appeal or designate a decisionmaker for the appeal. The decision maker for the appeal must not have taken part in the investigation of the allegations.

The decision maker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the



outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

### **Consequences**

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from Charter School or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by Charter School including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Charter School's education program or activity.

No party, witness, or other person participating in Charter School's grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on Charter School's determination whether sex discrimination occurred.

### **Student Pregnancy and Related Conditions**

Charter School will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the Charter School employee handbook.

When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to Charter School's education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of Charter School's obligations under:
  - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
  - 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide Charter School's Title IX notice of nondiscrimination; and
- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any Charter School leave policy for which the student qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, which the student may take before the birth of the student'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 student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant.

Upon the student's return from leave, the student will be reinstated to the academic status, and, as practicable, to the extracurricular status that the student held when the leave began. The student will not be required to provide any kind of certification demonstrating their ability to physically participate in any class, program, or extracurricular activity unless:

- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- Such certification is required of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for sex discrimination.

Students who are pregnant or have a related condition will not be required to provide supporting documentation unless necessary and reasonable to determine reasonable modifications or additional actions related to lactation space, leaves of absence, or voluntary access to any available separate and comparable portion of the program.

**Training**

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 employees, Coordinators and designees, investigators, decisionmakers, and other persons who are responsible for implementing Charter School's grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

**Recordkeeping**

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

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.
- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions Charter School took to meet its obligations under 34 C.F.R. § 106.44.
- All materials used to provide required Title IX training. Charter School will make these training materials available upon request for inspection by members of the public.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

**TITLE IX SEX DISCRIMINATION AND Harassment COMPLAINT FORM**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

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 and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

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**I hereby authorize Charter 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

**To be completed by Charter School:**

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

Follow up Meeting with Complainant held on: \_\_\_\_\_  
4865-0469-8049, v. 2



## **EMPLOYEE INTERACTIONS WITH STUDENTS POLICY (FROM EMPLOYEE HANDBOOK)**

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

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

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

### **Unacceptable Behaviors**

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

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

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

### **Acceptable and Recommended Behaviors**

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

- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers.
- Asking another staff member to be present if you will be alone with any student who may have severe social or emotional challenges (and you are not the assigned case educator).
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours.
- Giving students praise and recognition without touching them in questionable areas; appropriate pats on the back, high-fives, and handshakes are appropriate.
- Keeping your professional conduct a high priority during all moments of student contact.
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.

## **PUPIL SUSPENSION AND EXPULSION POLICY**

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 non-charter 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/guardians<sup>7</sup> 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 upon request at the Main Office.

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("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 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

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<sup>7</sup> 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 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 schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
  - i. A message, text, sound, video or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the



Internet or is currently posted on the Internet.

- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the pupil unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

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.<sup>1</sup>

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 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: 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;

- a. 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
- b. 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 2022-23 Parent and 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 2024**

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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

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## 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.

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## 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.

## Team Member Handbook

- 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 timecards, 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/Discrimination/Retaliation 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.

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## 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.

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## 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.

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## 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.

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## 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.

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## 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.

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## 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. EBIA 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.

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## 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 defines "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.

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## 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.

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## 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.

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## 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 Individualized 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.

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## 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.

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## 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.

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## 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 subject to disciplinary action.

Employees are provided School devices, networks and accounts (i.e., RingCentral App, Slack, etc.) 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.

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## 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.

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## 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 EBIA 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.

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## 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.

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## 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. If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.

### 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, or termination from employment.

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.

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## 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.

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## 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 arrested for, charged with, or convicted of any offense, the employee must immediately report as much to the Executive Director.

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## 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.

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#### 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.

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### 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.

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### 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.

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### 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.

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## 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.
- Prohibited Conduct.

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.

## Team Member Handbook

A team member may be placed on paid administrative leave without prior written warning or approval 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.

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### 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.

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### 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.

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### 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.

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### 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.

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### 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.

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#### 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 records and remembering to record time worked. If an employee forgets to mark their time record or makes an error on the time record, 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 time record. 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.

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#### 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 (5<sup>th</sup>) 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.

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**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.

<b>Hours Worked</b>	<b>Number of Rest Periods</b>
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.

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**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.

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## 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 will provide the employee with a written notice which describes the wage overpayment and will afford the employee an opportunity to respond before commencing any recoupment action. If the employee disputes the wage overpayment, the School shall initiate a legal action to validate the overpayment before proceeding with recoupment. 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

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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.

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## 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.

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#### SICK DAYS – FULL-TIME CERTIFICATED EMPLOYEES

Certificated team members shall be provided sick leave consistent with the applicable collective bargaining agreement.

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#### 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.

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#### 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.

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#### 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 forty (40) 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 five (5) 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.

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#### 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.

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#### 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.

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## 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.

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## 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. Employees are limited to one (1) designated person per twelve (12) month period.
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.

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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.

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## 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.

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.

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## 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.

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#### 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.

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#### 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.

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### 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.

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### 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.

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## 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.

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## 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.

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## 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.

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## REPRODUCTIVE LOSS 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 leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay.

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## 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.

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## 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.

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### 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.

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### 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.

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### 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.

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## 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.

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## 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.

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## 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? \_\_\_\_\_

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):

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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: \_\_\_\_\_  
4861-4675-8351, v. 2



(Education Code Sections 56365 et seq.)

Date of Contract: 7/1/2024

This agreement is effective on 7/1/2024 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, 2025, 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	Nicole Smith	NPS/NPA Address	1910 Central Avenue Alameda, California 94501		
		NPS/A Phone Number	510-769-7100	CDE Certification last updated:	December-23

**Student Information**

Pupil Name	[Redacted]	SSID	[Redacted]	Sex	M	Grade	12
(Last)	(First)	(MI)					
Address	[Redacted]	City	Oakland	State/Zip	CA 94605		
DOB	[Redacted]	LCI #		OTHER			
Parent/ Guardian	[Redacted]	Parent Phone (Residence)	510-798-1072	(Business)	510-798-4737		
Address	[Redacted]	City	[Redacted]	State/Zip	[Redacted]		
(If different from student)							

**AGREEMENT TERMS:**

1. Nonpublic School/Agency:

The contracted service dates are: 7/1/2024 (Start Date) to 6/30/2025 (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:  
 360 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: \$ 318.00  
 ESY Daily Rate: \$ 318.00

RSY Estimated Number of Days	180	x Daily Rate	\$318.00 = PROJECTED BASIC EDUCATON COSTS (A)	\$ 57,240.00
ESY Estimated Number of Days	24	x Daily Rate	\$318.00 = PROJECTED BASIC EDUCATON COSTS (A)	\$ 7,632.00

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)										-	-	\$ -
Language/Speech Therapy (415)	Yes									-	-	\$ -
a. Individual										-	-	\$ -
b. Group										-	-	\$ -
Adapted Physical Ed. (425)	No									-	-	\$ -
Health and Nursing: Specialized Physical Health Care (435)										-	-	\$ -
Health & Nursing Services: Other (436)	No									-	-	\$ -
Assistive Technology Services (445)	No									-	-	\$ -
Occupational Therapy (450)	Yes									-	-	\$ -
Physical Therapy (460)	No									-	-	\$ -
Individual Counseling (510)	Yes		x			60	1	Weekly	\$ 180.00	38	5	\$ 7,740.00
Counseling and guidance (515)	Yes		x			60	1	Weekly	\$ 180.00	38	5	\$ 7,740.00
Parent Counseling (520)	Yes									-	-	\$ -
Social Work Services (525)	No									-	-	\$ -
Psychological Services (530)	No									-	-	\$ -
Behavior Intervention Services (535) Design/Planning	No									-	-	\$ -
Behavior Intervention Services (535) Implementing	No									-	-	\$ -



SERVICE	CDE Certified Services by Provided NPS/NPA	LEA	NPS	NPA	OTHER	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
					Specify					Reg	ESY	
<b>Low Incidence Certified:</b>	No											
Specialized Services for Low Incidence Disabilities (610)										-	-	\$ -
Specialized Deaf and Hard of Hearing Services (710)										-	-	\$ -
Interpreter Services (715)	FALSE									-	-	\$ -
Specialized Vision Services (725)	No									-	-	\$ -
Orientation and Mobility (730)	No									-	-	\$ -
Braille Transcription (735)	No									-	-	\$ -
Specialized Orthopedic Service (740)										-	-	\$ -
Transcription Services (755)	No									-	-	\$ -
Audiological Services (720)	No									-	-	\$ -
Recreation Services (760)	No									-	-	\$ -
College Awareness Preparation (820)	Yes									-	-	\$ -
Vocational Assessment, Counseling, Guidance & Career Assessment (830)	Yes									-	-	\$ -
Career Awareness (840)	Yes									-	-	\$ -
Work Experience Education (850)	Yes									-	-	\$ -
Mentoring (860)	Yes									-	-	\$ -
Agency Linkages (865)										-	-	\$ -
Travel Training (870)										-	-	\$ -
Other Transition Services (890)										-	-	\$ -
Other (900)										-	-	\$ -
Transportation										-	-	\$ -
Transportation-NPS										-	-	\$ -
Transportation-Parent Reimbursement										-	-	\$ -
Bus Passes										-	-	\$ -
Residential Room and Board										-	-	\$ -
Other										-	-	\$ -
<b>Total Related Services</b>												<b>\$ 15,480.00</b>

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) \$ 80,352.00

4. Other Provisions/Attachments:

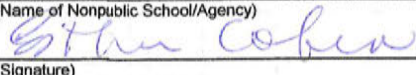
5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

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)  
  
 (Signature) 7/24/24 (Date)  
 Dr. Esther Cohen Executive Director  
 (Name and Title)

East Bay Innovation Academy  
 (Name of LEA)  
 \_\_\_\_\_  
 (Signature) (Date)  
 \_\_\_\_\_  
 (Name of Superintendent or Authorized Designee)

## **Data Sharing Agreement**

### **Between**

### **OneGoal and East Bay Innovation Academy**

This Data Sharing Agreement (“Agreement”) is entered into as of August 12, 2024 (the “Effective Date”) by OneGoal, a 501(c)(3) non-profit corporation (“OneGoal”), and East Bay Innovation Academy (“Partner”). The parties agree to the terms as stated herein.

**WHEREAS** OneGoal has agreed to provided Partner with educational services to supplement and enhance postsecondary planning, preparation, and support for students in secondary school,

**WHEREAS**, OneGoal and Partner recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99) and applicable state privacy laws and regulations, and

**WHEREAS**, OneGoal and Partner desire to enter into this Agreement for the purpose of establishing their respective obligations and duties to protect student data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time,

**NOW THEREFORE**, the parties agree to the following general terms and conditions:

### **GENERAL TERMS AND CONDITIONS**

#### **DATA COLLECTION**

Partner agrees to share selected data fields with OneGoal, as specified below:

- **Data Fields to be Collected:**  
See Schedule A.
- **Purpose of Data Collection:**  
The data collected will be used solely to perform OneGoal’s internal processes and to provide OneGoal’s services as stated in the Memorandum of Understanding (MOU), including to improve educational outcomes and to further its program mission. The data will be used in an aggregated and anonymized form where applicable.

#### **TERM**

This Agreement shall be in effect for the duration of the Effective Date through the end of the services as described in the Memorandum of Understanding between OneGoal and Partner.

#### **DATA OWNERSHIP**

All student data transmitted to OneGoal by Partner pursuant to the Agreement is and will continue to be the property of and under the control of Partner. OneGoal further acknowledges and agrees that all copies of such student data transmitted to OneGoal are subject to the provisions of this Agreement.

## **DE-IDENTIFIED DATA**

OneGoal agrees not to attempt to re-identify de-identified student data. De-identified data may be used by OneGoal for those purposes allowed under FERPA and the following purposes: (1) assisting Partner or other governmental agencies in conducting research and other studies; and (2) research and development of OneGoal's educational sites, services, or applications, and to demonstrate the effectiveness of the services; and (3) for adaptive learning purpose and for customized student learning. OneGoal's use of de-identified data shall survive termination of this Agreement or any request by Partner to return or destroy student data. Except for certain third-party vendors, OneGoal agrees not to transfer de-identified student data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to Partner who has provided prior written consent for such transfer.

## **SCHOOL OFFICIAL**

To the extent OneGoal has a legitimate educational interest in student educational records and information and must access, maintain, or use such records and information in order to provide services to or on behalf of Partner and its employees, agents, teachers, and students, Partner designates OneGoal a "school official" within the meaning of FERPA. OneGoal will be under the direct control of Partner with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and OneGoal may use personally identifiable information and education records only for the purpose of performing its obligations under this Agreement and as authorized by the state and federal laws.

## **FERPA COMPLIANCE**

Both parties agree to comply with the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations. This includes the protection of personally identifiable information (PII) and ensuring that the data shared is used only for the intended purposes as outlined in this Agreement.

## **SECURE DATA TRANSFER**

Partner will transfer the agreed-upon data to OneGoal using Citrix ShareFile, ensuring secure encryption and transmission of data. The data will be provided in [SPECIFY FORMAT, e.g., CSV, ZIP] and will be accessible through a secure link. OneGoal must download the data within 7 days of receiving the confirmation of transfer.

## **THIRD-PARTY VENDORS**

OneGoal may utilize third-party vendors to assist with its systems, including but not limited to Canvas, Google Workspace, Salesforce, and OneGoal Studio. These vendors will have access to the data solely for the purpose of supporting OneGoal's operations and ensuring the secure handling, processing, and storage of the data. OneGoal will ensure that all third-party vendors comply with the terms of this Agreement and FERPA regulations.

## **NOTICES**

Any notices, consents or other communications required or permitted under this Agreement must be in writing and delivered via overnight air courier (postage prepaid), or registered or certified mail (postage prepaid with return receipt requested), addressed as follows:

**OneGoal Contact:**

Name/Title:

Email:

Phone:

**Partner Contact:**

Name/Title:

Email:

Phone:

## **DATA RETENTION, AGGREGATION, AND DELETION**

- **Data Retention:**  
OneGoal will retain the shared data only for the duration necessary to fulfill the purposes outlined in this Agreement, in compliance with FERPA regulations. Backups containing this data will be subject to standard override cycles.
- **Data Aggregation:**  
OneGoal is permitted to retain and use data generated from the PII collected for the purpose of creating aggregated and de-identified datasets. These datasets will be used to enhance OneGoal's internal processes, improve educational outcomes. The aggregated data will not include any personally identifiable information and may be used for reporting, research, and other purposes that align with OneGoal's objectives.
- **Data Deletion:**  
Upon termination of this Agreement, OneGoal will permanently delete all data obtained from Partner within 60 days, excluding backups which will be purged during the normal override cycle. Written confirmation of data deletion will be provided upon request. Should Partner request earlier deletion, OneGoal will comply and confirm in writing.

## **DATA SECURITY**

- **Disaster Recovery Process.**  
OneGoal maintains an updated disaster recovery process.
- **Data Breach Notification:**  
In the event of a data breach, OneGoal will notify Partner immediately after confirmation of a breach, and take all necessary steps to mitigate any damage.

- **No Unauthorized Third-Party Sharing:**  
OneGoal will not share the data with any third parties, except for the disclosed third-party vendors (Canvas, Google Workspace, Salesforce, OneGoal Studio) or as required by law, or with the express written consent of Partner.
- **Encryption**  
All Partner data stored by OneGoal shall be protected with a data-at-rest encryption product utilizing a validated AES 256 standard or higher, or whatever the industry standards for encryption are at that time, if better. All Partner data transmitted by OneGoal and/or its contractors, subcontractors, processors, and subprocessors will be protected with a TLS 1.2 or higher transmission encryption that complies, as appropriate, with NIST Standards
- **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party”) contact OneGoal with a request for student data held by the OneGoal pursuant to the Services, OneGoal shall notify Partner in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform Partner of the request.

#### **GOVERNING LAW**

This Agreement will be governed by and construed in accordance with internal laws of the state of Illinois, without reference to choice of laws, rules or principles. Venue for any action related to this Agreement shall be brought exclusively in Cook County, Illinois.

#### **SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

#### **WAIVER**

No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

**IN WITNESS WHEREOF**, Partner and OneGoal execute this Agreement as of the Effective Date.

**East Bay Innovation Academy**

**OneGoal**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **SCHEDULE A**

### **Data Fields to be Collected**

- Student school (daily) attendance data
- Student class attendance data
- Date of Birth
- Gender
- Race/Ethnicity
- Language information (native, or primary language spoken by student)
- Student school enrollment
- Student grade level
- Homeroom
- Guidance counselor
- Specific curriculum programs
- Year of graduation
- Parent/Guardian Address
- Parent/Guardian Email
- Parent/Guardian Phone
- Student scheduled courses
- Teacher names
- English language learner information
- Low income status
- Specialized education services (IEP or 504)
- Student Address
- Student Email
- Student Phone
- Student course grades
- Student course data
- Student course grades/ performance scores



**Attachment A.1**

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

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

Teacher: Samantha O'Brien SSN: \_\_\_\_\_

School: East Bay Innovation Academy

Subject(s) being requested: Chemistry

Initial Request

Subsequent Request

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

*I have acquired adequate chemistry knowledge to teach high school chemistry at EBIA through both my undergraduate and graduate credits as well as my continuing education through additional science institutes and conferences. Lastly I have presented my thesis focused on integrating Earth and Environmental Science into HS Chemistry and Biology courses, at directed by NGSS and valued through peers reviewed research, at the North American Association for Environmental Educators Conference in 2016. I have taken numerous college science courses that required a knowledge of chemistry and lab practices including chemistry, hydrology, and climatology, through the STEP Masters program earned 9 graduate unit credits in curriculum and instruction for science, and completed the Exploratorium Teacher Institute for Science Education. I have now also planned and taught a year of high school chemistry using the NGSS standards and practices, and guided high school students through their 2024 Science Olympiad Competition, including 'chem lab'.*

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

- College/university course work
- Relevant on-the-job experience or previous teaching in the subject area
- Relevant volunteer experience
- Subject-matter examination
- Demonstrated competency in the subject to be taught
- Portfolio related to subject(s)
- Relevant professional growth activities
- Recommendations from other subject-matter specialists or experts
- Other (specify) Thesis and presentation of research at NAAEE Conference  
Written evaluation of chemistry content development from Hampshire College Professor, Dulasiri Amarasingwardena, 2013.

Describe any other circumstances or criteria to be considered regarding this petition. Attach any documentation that helps to substantiate this information.

**Samantha O'Brien Resume**

[https://drive.google.com/file/d/1qDfJa1shji\\_S4aCHBHn1prvgaVjjxz0u/view?usp=sharing](https://drive.google.com/file/d/1qDfJa1shji_S4aCHBHn1prvgaVjjxz0u/view?usp=sharing)

**Stanford University Transcript: Stanford Teacher Education Program**

[https://drive.google.com/file/d/1St7k\\_uyAsTwYCRy-XvkuhWGK0kaNfkyf/view?usp=sharing](https://drive.google.com/file/d/1St7k_uyAsTwYCRy-XvkuhWGK0kaNfkyf/view?usp=sharing)

**Hampshire College Transcript and Course Evaluations for Chemistry I and Chemistry II**

<https://drive.google.com/file/d/18Mnlvk6A3BDsRrIQ0laRD9K2v6Cm-XtN/view?usp=sharing>

**ENVIRONMENTAL INTEGRATION IN SECONDARY SCIENCE CURRICULA: TEACHING ENVIRONMENTAL LITERACY**

<https://drive.google.com/file/d/1a-lzXzqPktCAC1Ds5oYDPNfTKkgI2CKT/view>

**October 2016 • O'Brien, S. & Zimmerman, T.D. (Oct. 2016). Rethinking how we study integrating environmental topics into science classrooms. Presentation at the Research Symposium of the annual meeting of the North American Association for Environmental Educators. Madison, WI.**

<https://drive.google.com/file/d/1KAcm0xBv1ooDyysVG-mT8Mdulu3Wkpvu/view?usp=sharing>

**Exploratorium Teacher Induction Program Certificate**

<https://drive.google.com/file/d/1sIDHEaUz2Sf2vq02FYuGyM7CYaP52Nv9/view?usp=sharing>

[https://drive.google.com/file/d/1ZnaBtGyg0w2iogwpSmO8aqr9Z6Cc8cdO/view?usp=drive\\_link](https://drive.google.com/file/d/1ZnaBtGyg0w2iogwpSmO8aqr9Z6Cc8cdO/view?usp=drive_link)

If approved, I consent to the assignment under EC §44258.3.

\_\_\_\_\_  
Teacher's signature

\_\_\_\_\_  
Date

If approved, the teacher will be assigned to teach the subject area(s) requested on the front page of this form.

*Francesca Fry*  
\_\_\_\_\_  
Administrator's signature

*7/31/2024*  
\_\_\_\_\_  
Date

*Michelle Lopez*

*7/31/2024*



**Attachment A.1**

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

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

Teacher:   **Stephen Cilono**   SSN:   **560-94-9451**  

School:   East Bay Innovation Academy  

Subject(s) being requested:   **Single Subject: English 6th & 7th Grades**  

Initial Request

Subsequent Request

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

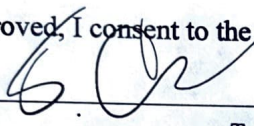
In addition to having an English Literature BA, I have been in Education for 26 years, 16 of them as an English Language Arts and/or humanities instructor. During this time, my students have achieved outcomes well in excess of district averages.

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

- College/university course work
- Relevant on-the-job experience or previous teaching in the subject area
- Relevant volunteer experience
- Subject-matter examination
- Demonstrated competency in the subject to be taught
- Portfolio related to subject(s)
- Relevant professional growth activities
- Recommendations from other subject-matter specialists or experts
- Other (specify) \_\_\_\_\_

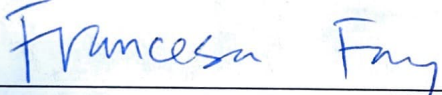
Describe any other circumstances or criteria to be considered regarding this petition. Attach any documentation that helps to substantiate this information.

If approved, I consent to the assignment under EC §44258.3.

  
\_\_\_\_\_  
Teacher's signature

06/21/24  
\_\_\_\_\_  
Date

If approved, the teacher will be assigned to teach the subject area(s) requested on the front page of this form.

  
\_\_\_\_\_  
Administrator's signature

7/31/2024  
\_\_\_\_\_  
Date



7/31/2024



The Trustees of  
The California State University

on recommendation of the faculty of

San Francisco State University

have conferred upon

Stephen Thomas Dilona

the degree of

Bachelor of Arts  
English (Literature)

with all rights and privileges pertaining thereto

Given on this fifty-first day of May, nineteen hundred ninety-seven



*Paul Hinman*  
Governor and President  
of the Trustees

*Romundo*  
Chancellor

*Mark C. Taylor*  
Chair of the  
Board of Trustees

*Robert A. Grogan*  
President of the University





# Coversheet

## Approve Updated Board Bylaws

**Section:** II. Board Governance & Consent Agenda  
**Item:** D. Approve Updated Board Bylaws  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** EBIA Board Bylaws Updated May 2024.docx (1).pdf

# DRAFT

BYLAWS  
OF  
EAST BAY INNOVATION ACADEMY  
(A California Nonprofit Public Benefit Corporation)

ARTICLE I  
NAME

Section 1. NAME. The name of this Corporation is East Bay Innovation Academy (or "Corporation").

ARTICLE II  
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this Corporation is Alameda County, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these Bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this Corporation is qualified to conduct its activities.

ARTICLE III  
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this Corporation is to manage, operate, guide, direct, and promote East Bay Innovation Academy (or "Charter School"), a California public charter school. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV  
CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V  
DEDICATION OF ASSETS



Section 1. DEDICATION OF ASSETS. This Corporation's assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School's Charter. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

## ARTICLE VI CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. This Corporation shall have no members within the meaning of the Nonprofit Corporation Law.

## ARTICLE VII BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the Articles of Incorporation or Bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board").

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these Bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the Articles of Incorporation, and these Bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California.
- c. Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the Corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no fewer than five (5) and no more than eleven (11). All directors shall have full voting rights, including any representative appointed by the chartering authority as consistent with Education Code Section 47604(c). The Board shall include at least one (1) parent/guardian of a currently enrolled student as well as community members.<sup>1</sup> Board members shall be sought who have experience in one or more of the following areas: education, government, law, business, finance/accounting, facilities, or public relations. No Charter School employees shall serve on the Board. All directors shall be designated by the existing Board of Directors. The Board of Directors shall consist of at least five (5) directors unless changed by amendment to these Bylaws.

In addition to the number of directors otherwise prescribed by these Bylaws, the Board may also include a pupil member pursuant to Education Code section 47604.2, with limited voting rights set by statute.

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<sup>1</sup> Community members will be sought who have strong ties and recognition in the local community through volunteer activities, philanthropy, public employment, or local business.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No persons serving on the Board of Directors may be interested persons. An interested person is (a) any person currently compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the Corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERM. Each director shall hold office for three (3) years and until a successor director has been designated and qualified.

Section 6. NOMINATIONS BY COMMITTEE. The Chairperson of the Board of Directors or, if none, the President may appoint a committee to designate qualified candidates for appointment to the Board of Directors at least thirty (30) days before the date of any appointment of directors. The nominating committee shall make its report at least seven (7) days before the date of the appointment or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these Bylaws, a list of all candidates nominated by committee.

Proposed change:: "Nominations by Board Members: Any Board member or the Executive Director may nominate a qualified candidate. The Board of Directors shall vote to accept new Board members at any regularly scheduled meeting."

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. No corporation funds may be expended to support a director nominee.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) the failure of a parent/guardian to have a child currently enrolled in the Charter School.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairperson of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the Corporation would be left without a duly appointed director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director, except for the representative designated by the chartering authority, may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting is given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code) ("Brown Act"). The representative designated by the chartering authority may be removed without cause by the chartering authority or with the written consent of the chartering authority. Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors, except a vacancy in the seat

of a representative designated by the chartering authority, may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the affirmative vote of a majority of the directors then in office at a regular or special meeting of the Board, or (b) a sole remaining director. A vacancy in the seat of the representative of the chartering authority shall be filled by the chartering authority.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may also designate that a meeting be held at any place within the physical boundaries of Alameda County. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Brown Act.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Brown Act. The Board of Directors shall meet annually for the purpose of organization, election of officers, adoption of the regular Board meeting schedule, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board of Directors in accordance with the Brown Act.

Section 16. REGULAR MEETINGS. The Board shall adopt a regular Board meeting schedule at the annual Board meeting. The regular Board meeting schedule may be revised as necessary by the Board of Directors. At least seventy-two (72) hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. The Chairperson shall have the authority to reschedule a regular meeting as necessary to establish a quorum of directors.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairperson of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairperson of the Board has not been elected then the Vice-Chairperson is authorized to call a special meeting in place of the Chairperson of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours notice of the special meeting, in the following manner:

- a. Any such notice shall be addressed or delivered to each director at the address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means (including email) to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, the place, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a

quorum. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each Board member present for each action taken shall be publicly reported.

Section 20. TELECONFERENCE MEETINGS<sup>2</sup>. Members of the Board may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the physical boundaries of Alameda County;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda and members of the public shall be provided with an opportunity to address the Board directly at each teleconference location<sup>3</sup>;
- e. Members of the public must be able to hear what is said during the meeting; and
- f. Members of the public attending a meeting conducted via teleconference need not give their name as a condition to attendance at the meeting.<sup>4</sup>

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by the Brown Act.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors, to serve at the pleasure of the Board. Only committees comprised solely of directors may exercise delegated authority of the Board. Appointments to committees of the Board shall be by majority vote of the authorized number of directors. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the entire Board;
- b. Fill vacancies on the Board or any committee of the Board;
- c. Amend or repeal bylaws or adopt new bylaws; or
- d. Amend or repeal any resolution of the Board that by its express terms is not so amendable or subject to repeal;
- e. Create any other committees of the Board or appoint the members of committees of the Board.

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

<sup>2</sup> Pursuant to Government Code Section 54953, the Corporation may use teleconferencing without complying with the requirements of paragraphs (a), (c), and (d) if the Corporation complies with the requirements of Section 54953(e).

<sup>3</sup> This means that members of the Board who choose to use their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

<sup>4</sup> The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board shall be governed by, held, and taken under the provisions of these Bylaws concerning meetings, other Board actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee as long as the rules are consistent with these Bylaws. If the Board has not adopted rules, the committee may do so.

Section 25. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this Corporation.

Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

## ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this Corporation shall be a President, a Secretary, and a Chief Financial Officer who shall be known as the Treasurer. The Corporation, at the Board's direction, may also have a Chairperson of the Board and a Vice-Chairperson.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as either the President or the Chairperson of the Board.

Section 3. ELECTION OF OFFICERS. The officers of this Corporation shall be chosen annually by the Board and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board may remove any officer with or without cause.

Section 5. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 6. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 7. CHAIRPERSON OF THE BOARD. If a Chairperson of the Board is elected, they shall preside at the Board meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If a Chairperson of the Board is elected, there shall also be a Vice-Chairperson of the Board. In the absence of the Chairperson, the Vice-Chairperson shall preside at Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time.

Section 8. PRESIDENT. The President, also known as the Executive Director, shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully



described in any applicable employment contract, agreement, or job specification. The President shall have such other powers and duties as the Board of Directors or the Bylaws may require.

Section 9. SECRETARY. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of the directors present at Board and committee meetings; and the vote or abstention of each Board member present for each action taken. .

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the Articles of Incorporation and Bylaws, as amended to date. The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board that these Bylaws require to be given. The Secretary may have such other powers and perform such other duties as the Board or the Bylaws may require.

Section 10. TREASURER. The Treasurer, also known as the Senior Director of Operations, shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Treasurer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; (b) disburse the Corporation's funds as the Board may order; (c) render to the President, Chairperson of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the Bylaws may require.

## ARTICLE IX CONTRACTS WITH DIRECTORS

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor shall the Corporation enter into any contract or transaction with any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest).

## ARTICLE X CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest Code and the applicable conflict of interest laws have been fulfilled..

## ARTICLE XI LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS. This Corporation shall not lend any money or property to or guarantee the obligation of any director or officer ; provided, however, that the Corporation may advance money to a director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the Corporation.

## ARTICLE XII INDEMNIFICATION

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this Corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Sections 5238 (b) or (c) has been met and, if so, the Board shall authorize indemnification.

## ARTICLE XIII INSURANCE

Section 1. INSURANCE. This Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

## ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. This Corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

## ARTICLE XV INSPECTION RIGHTS

Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This Corporation shall keep at its principal California office the original or a copy of the Articles of Incorporation and Bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

## ARTICLE XVI REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The Board shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the Corporation's fiscal year. That report shall contain the



following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the Corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The Corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these Bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. The Corporation will comply with Corporations Code section 6322.

#### ARTICLE XVII BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the Charter that created the East Bay Innovation Academy or make any provisions of these Bylaws inconsistent with that Charter, the Corporation's Articles of Incorporation, or any laws.

#### ARTICLE XVIII FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each year.

### CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of East Bay Innovation Academy, a California nonprofit public benefit corporation; that these Bylaws, consisting of the foregoing \_\_\_\_\_ pages, are the Bylaws of this Corporation as adopted by the Board of Directors on August 23, 2013; and as amended and modified on [August 21, 2024].

executed on \_\_\_\_\_ at Oakland, California.

\_\_\_\_\_  
Kelly Garcia, Secretary

4863-2976-7367, v. 1

# Coversheet

## EBIA Executive Director's Report

**Section:** III. Academic Excellence  
**Item:** A. EBIA Executive Director's Report  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Executive Director Board Report 8.21.24.pdf



# Executive Director Board Report 8.21.24

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# SY 2024-2025 Launch



# Summer Retreats and Professional Development

Cabinet Retreat (Miranda, Will, Bonita, Sam)

School Leadership Team Retreat

New Teacher PD

All Staff PD



# Aligning to strengthen our foundation

As we embark on Year Zero of our strategic planning process, we have the opportunity to engage in work to improve cohesion and alignment across both campuses in order to lay a strong foundation for our strategic planning work.



# SCHOOL CULTURE

Build a strong, coherent school culture to increase a sense of safety and belonging

- EBIA Houses and Advisories
- Positive Behavior Incentives
- Consistent Routines
- Strong Policies
- Design Challenges



# TEACHING & LEARNING

Build and implement rigorous and equitable curriculum that is vertically aligned to EBIA graduation requirements



- PLC focus on departmental vertical alignment of discipline-level skills and competencies
- PBL aligned to skills/competencies
- Exploration of mastery-grading
- Alignment to college/career readiness
- Data analysis focused on student growth
- Strong, interdisciplinary capstone projects aligned to key grade-level skills and competencies

# OPERATIONS

Build proactive organizational systems for long-term operational stability

- Clear, uniform and directed facilities signage and plans
- Parent Engagement Tracking
- Unified Parent Communication, Payments and Sign Up Platform
- Systems optimization



# School Culture Re-set

- PBIS
  - Houses
  - Phoenix Games
  - Lunch tickets at LS
- Cell phone and device ban
  - Off and in your backpack
- Transitions
  - Start on time, end on time



# Student Orientation and Phoenix Games





# Staffing Updates





# EBIA Trailblazer Awards

## 10 Years

- Michelle Fitts
- Gaby Alvarado
- Angelyca Destouet

## 5 Years

- Sarah Blair
- Felicia Walker







# Enrollment Updates





# Upcoming Events and Initiatives



# Family Events

- Back to School Nights (August 22/29)
- Fall Fest (October 19)
- Fall Expo (October 24)
- PLP Meetings (October 30)



# ► Strategic Planning

- Foundation Setting - June-July
- Current State Assessment - August-September
- Strategic Planning Working Groups - October-January
- Implementation Planning - February-March





# TNTP Opportunity Scorecard



# TNTP Opportunity Scorecard

- Review of 4 key resources at the heart of high-quality academic experiences
  - Grade-Appropriate Assignments
  - Strong Instruction
  - Student Engagement with Learning
  - Teacher's High Expectations for Students
- Data Reviewed (Spring 2024)
  - 3 days of assignments and 6 samples of student work
  - Classroom observations
  - Student and family perception surveys
  - Teacher survey
  - Student and Teacher focus groups
  - Demographic analysis of access to resources



# Highlights

- Very little demographic discrepancy in student experience
- 95% of families surveyed are satisfied with the school overall
- Student and teacher mindset is STRONG
  - Students believe in their abilities and feel a strong sense of belonging in the classroom
  - Teachers have high expectations for students

"I would say yeah [adults believe I can achieve my goals] because it shows in the way they'll push me to work harder. If I say I can't do something, they push me and say, 'why not?'"

"[My teacher] tells us things like 'you can do it'. They always encourage us!"





# Student Engagement

## OPPORTUNITY FOR DEEP ENGAGEMENT

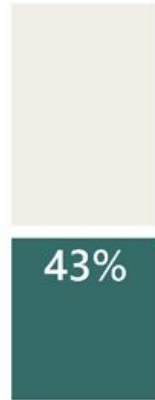
We received **1,007 student surveys across 26 classrooms about their daily classroom experience**. Students completed a survey every day at the end of class. Students were asked several questions about the extent to which they were *deeply engaged* in the content of the lesson, believed the lesson was *worthwhile*, and felt a *sense of belonging* in class that day. For each concept, we combined all questions into a single score and identified students who tended to respond *Mostly True* or *Very True* to most of the questions.

### Time with Deep Engagement, Worth, and a Sense of Belonging



#### ENGAGEMENT

Which extrapolates to **75 out of 180 hours in a school year**



#### WORTH

Which extrapolates to **77 out of 180 hours in a school year**

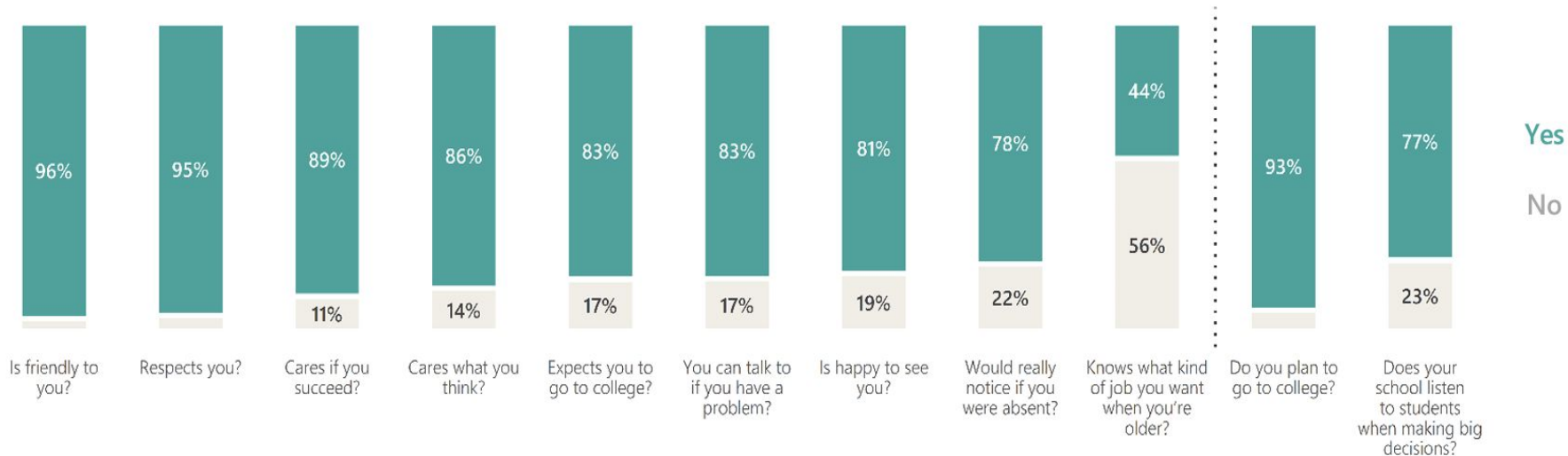


#### BELONGING

Which extrapolates to **122 out of 180 hours in a school year**

# Students believe adults at EBIA believe in them

Is there an adult at your school who...



# Teachers believe in students

## OPPORTUNITY FOR HIGH EXPECTATIONS

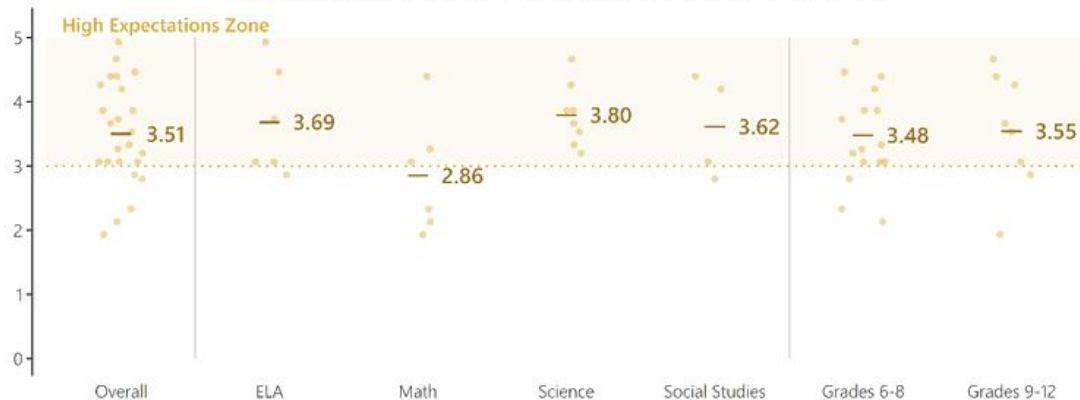
We received survey responses from **12 teachers** (response rate = 60%) representing **24 of their classrooms**. Teachers who had high expectations were those who believed their students could master grade-level standards, believed the standards are right for their students, and believed their grades reflected mastery. We combined all questions into a single *Expectations Score* ranging from 0-5, and we defined any response with a rating of at least a 3 as "High Expectations".

### Classes with High Expectations



**19 of 24  
Classes**

Average Expectation Score by Subject and Grade Band



# ▶ Opportunities

Overall student experiences do not vary based on demographic background, with a few exceptions:

- Students of color were 73% more likely to have lower perceptions of worth
- English Learners were 89% more likely to have lower perceptions of worth and 77% more likely to have a lower sense of belonging
  - Consistent with Panorama data



# ▶ Opportunities

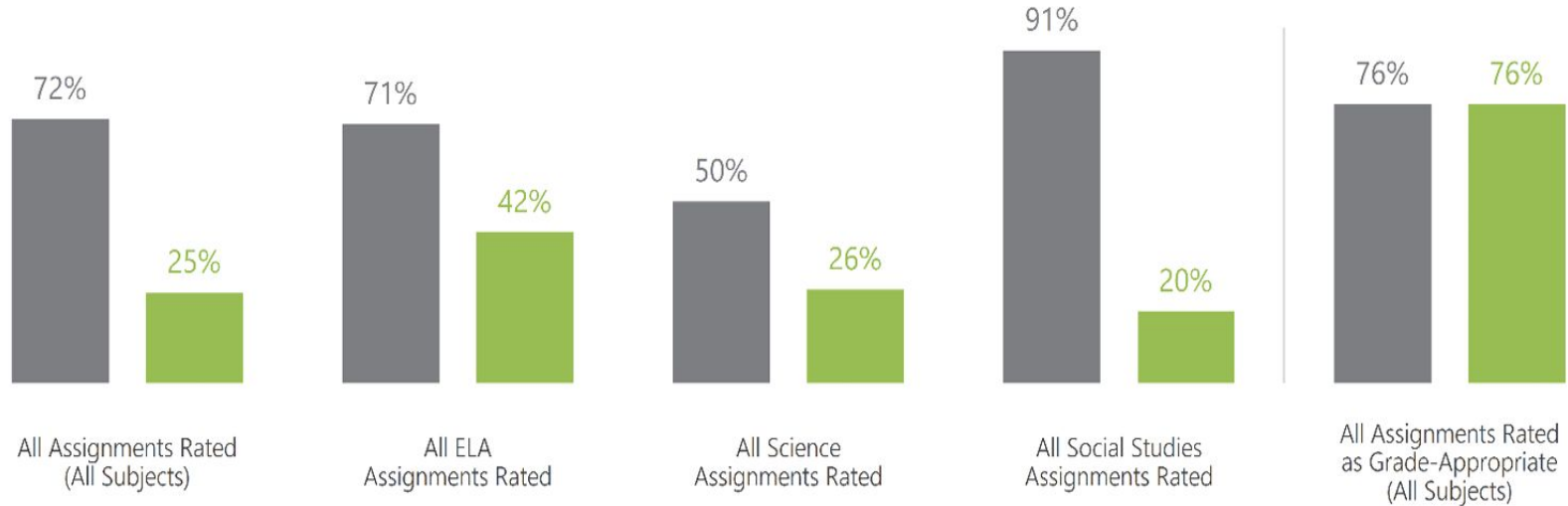
Students need more access to assignments that:

- Are grade-level appropriate (aligned to grade-level standards);
- Provide meaningful opportunities to practice grade-level content and skills;
- Provide relevant opportunities to connect content to real-world issues or contexts



# When students have access to grade-appropriate assignments, they are able to meet target standard expectations

## Student Performance on Assignments



Note: The assignments included in this graph represent assignments for which teachers submitted samples of student work that could be rated.

# ▶ Next Steps: PLCs

## **PLC Focus: Vertical alignment of discipline-level skills and competencies**

- Math: TNTP curriculum implementation
- Science/History: Piloting discipline competencies from Building 21
- ELA: Reading Apprenticeship model to build secondary literacy skills (West Ed)
- Computer Science/Electives: High quality projects and integration of computer science in core classes





# Coversheet

## Strategic Planning Discussion

**Section:** IV. Strategic Planning Board Input  
**Item:** A. Strategic Planning Discussion  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** EBIA Community Engagement\_Outreach Slides.pdf

# Why are we here?

**Listen to community vision:** What do you want our students to know and be able to do?

**Listen to community values:** What are non-negotiables that must be honored during the journey to accomplish the vision?

**Five Year Planning:** How will the community vision and values focus the work of EBIA over the next 5 years?

# How will we use this input?

**Listen to community vision** → Create Goals policies

**Listen to community values** → Create Guardrails policies

**Five Year Strategic Planning** → Create a system to routinely monitor progress and report to the community

# Question 1

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Looking into the future, how should we be able to **describe a graduate** of East Bay Innovation academy?

# Question 2

**Part 1:** What are **things you'd like students to know or be able to do** to be successful by the end of middle and/or high school?

**Part 2:** From the list you just made, what do you believe should be the **top 3 priorities of our school system?**

# Question 3

**Part 1:** With the priorities you've identified in the previous question in mind, what do you believe **EBIA should avoid or stop doing** as it focuses on accomplishing those priorities?

**Part 2:** From the list you just made, what do you believe should be the **top 3 of those items**?

# Questions 1 - 3 (all on one slide)

1. Looking into the future, how should we be able to **describe a graduate** of East Bay Innovation academy?
2. **Part 1:** What are **things you'd like students to know or be able to do** to be successful by the end of middle and/or high school?  
**Part 2:** From the list you just made, what do you believe should be the **top 3 priorities of our school system?**
3. **Part 1:** With the priorities you've identified in the previous question in mind, what do you believe **EBIA should avoid or stop doing** as it focuses on accomplishing those priorities?  
**Part 2:** From the list you just made, what do you believe should be the **top 3 of those items?**



# Report Out

- ❑ We're going to ask each person to share their responses.
- ❑ We'll go through each question 1 at a time.