

**AGENDA  
REGULAR MEETING  
BOARD OF DIRECTORS  
POLYTECHNIC ACADEMY**

**790 Bolsa Rd., Hollister, CA 95023  
April 9, 2024  
6:00pm**

**INSTRUCTIONS FOR PRESENTATIONS TO  
THE BOARD BY PARENTS AND CITIZENS**

Polytechnic Academy (“School”) welcomes your participation at the School’s Board meetings. The purpose of a public meeting of the Board of Trustees (“Board”) is to conduct the affairs of the School in public. Your participation assures us of continuing community interest in our School. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

1. Agendas are available to all audience members at the door to the meeting.
2. “Request to Speak” forms are available to all audience members who wish to speak on any agenda items or under the general category of “Oral Communications.” “Oral Communications” is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed fifteen (15) minutes. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.
3. You may also complete a “Request to Speak” form to address the Board on Agenda items. With regard to such agenda items, you may specify that agenda item on your “Request to Speak” form and you will be given an opportunity to speak for up to five (5) minutes when the Board discusses that item.
4. When addressing the Board, speakers are requested to state their name and address from the podium and adhere to the time limits set forth.
5. Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 650 San Benito Street #230, Hollister, CA 95023.

*In compliance with the Americans with Disabilities Act (ADA) and upon request, Polytechnic Academy may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order participate in Board meetings are invited to contact the Learning Director’s office.*

**I. PRELIMINARY**

**A. CALL TO ORDER**

Meeting was called to order by the Board Chair at \_\_\_\_\_.

**B. ROLL CALL**

	Present	Absent
Dr. Ariel Hurtado	_____	_____
Armando Barragan	_____	_____
Jessica Filice	_____	_____
Julie Carpenedo	_____	_____

**C. FLAG SALUTE**

**II. COMMUNICATIONS**

A. ORAL COMMUNICATIONS: Non-agenda items: no individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation.

B. For Information: School Report  
This is a presentation of information which has occurred since the previous Board meeting.

C. For Information: Board/Staff Discussions  
Board and staff discuss items of mutual interest.

**III. CONSENT AGENDA ITEMS**

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The director recommends approval of all consent agenda items.

- A. Board meeting minutes for November 14, 2023 (revisions)
- B. Board meeting minutes for March 12, 2024

**IV. PUBLIC SESSION**

- 1. Review of Comparable Compensation Data for Charter School Principals/Heads of School/Executive Directors/CEOs

**V. CLOSED SESSION**

- A. PUBLIC EMPLOYMENT  
Title: Learning Director

**VI. PUBLIC SESSION**

RECONVENE TO OPEN SESSION: The meeting was reconvened to open session at \_\_\_\_.

**PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION** (includes the vote or abstention of every member present).

**VII. ITEMS SCHEDULED FOR ACTION**

1. Oral report of executive compensation paid to the Principal.
2. Approval of Employment Agreement for Principal.
3. The Board will consider approving a Letter of Intent with Abundant Life for a charter school facility.
4. The Board will consider approving a Universal Course Learner agreement with Arizona State University, for students to enroll in online courses.
5. The Board will consider approving a Title IX, harassment, intimidation, discrimination, and bullying policy.
6. The Board will consider approving a Uniform Complaint Procedures policy.
7. The Board will consider approving a suicide prevention policy.
8. The Board will consider approving a Section 504 policy, procedures, and parent rights.
9. The Board will consider approving a draft School Safety Plan.
10. The Board will consider approving an illness and injury prevention policy.
11. The Board will consider approving an employment handbook.
12. The Board will consider approving a memorandum of understanding with San Benito County Office of Education regarding technology services.
13. The Board will consider approving a memorandum of understanding with San Benito County Office of Education regarding human resources services.
14. The Board will consider approving a memorandum of understanding with San Benito County Office of Education regarding external services.

15. The Board will consider approving a memorandum of understanding with San Benito County Office of Education regarding teacher induction services.
16. The Board will consider approving a memorandum of understanding with San Benito County Office of Education regarding fingerprint consortium services.
17. The Board will consider approving a memorandum of understanding with San Benito County Office of Education regarding special education and related services.

**VIII. ITEMS SCHEDULED FOR INFORMATION**

1. The Learning Director will present updates on the development of the Charter School.

**IX. ADJOURNMENT**

The meeting was adjourned at \_\_\_\_\_.



**SAN BENITO COUNTY  
POLYTECHNIC ACADEMY**

**MINUTES**

**REGULAR MEETING**

**BOARD OF DIRECTORS  
POLYTECHNIC ACADEMY**

(A California Non-Profit Public Benefit Corporation)

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**Date and Time**

Tuesday, November 14, 2023 at 5:00 PM PDT

**Location**

930 Sunnyslope Road, Suite A4, Hollister, CA 95023

**Zoom:**

<https://us06web.zoom.us/j/87559735266?pwd=OiNzgmTSwubk5PkkDnZyAzYVAiLHO.1>

**Meeting ID:** 875 5973 5266

**Passcode:** 085032

**Disability Access**

Requests for disability-related modifications or accommodations to participate in this public meeting shall be made 24 hours prior to the meeting to Dr. Ariel Hurtado at email [ahurtado@poly-academy.org](mailto:ahurtado@poly-academy.org) with such requests. All efforts will be made for reasonable accommodations.

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**I. PRELIMINARY**

**1. Call to Order.**

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

Time: 5:03 PM

Date: Tuesday, November 7, 2023

Place:

**Zoom:**

<https://us06web.zoom.us/j/88419862057?pwd=89mBKUmEbclCpx38EpTuqzVq7PheXF.1>

**Meeting ID:** 884 1986 2057 **Passcode:** 537416

2. **Roll Call.**

	Present	Absent
Dr. Ariel Hurtado	<u>  X  </u>	<u>      </u>
Armando Barragan	<u>  X  </u>	<u>      </u>
Jessica Filice	<u>  X  </u>	<u>      </u>

3. **Approval of Agenda.**

The agenda was approved as presented.

4. **Introduction of Board of Directors of Polytechnic Academy.**

5. **Notice of Director Participating in Meeting Remotely pursuant to Government Code Section 54953(f)(2)(A)(i).**

**II. OPEN SESSION**

1. **Oral Communications.**

There were no comments from the public.

2. **Consideration and Approval of Election of Officers.**

The Board was presented with the names of persons to be elected President, Chair, Secretary, and Treasurer to the offices indicated before their names, to serve for one year or until their respective successors are duly elected and qualified, whichever occurs later as follows:

- Chair:           Dr. Ariel Hurtado
- Treasurer:     Armando Barragan
- Secretary:     Jessica Filice

It was moved by Trustee Filice and seconded by President Hurtado to approve of the election of officers as proposed.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	<u>      </u>	<u>      </u>
Armando Barragan	<u>  X  </u>	<u>      </u>	<u>      </u>
Jessica Filice	<u>  X  </u>	<u>      </u>	<u>      </u>

Motion approved.

The officers as proposed were elected to the office designated next to the name of each. The officers elected accepted their respective offices and thereafter the Chair presided at the meeting as Chair, and the Secretary acted as Secretary of the meeting.

**3. Consideration and Approval of Resignation of Sole Incorporator.**

The Board was presented with an Action by Written Consent of Sole Incorporator naming the initial corporate Board of Directors as Dr. Ariel Hurtado, Armando Barragan, Jessica Filice which was executed by Kimberly Rodriguez as the sole incorporator of Polytechnic Academy.

It was moved by \_\_Trustee Filice\_\_ and seconded by \_\_President Hurtado\_\_ to approve of the Action by Written Consent of Sole Incorporator attached as Exhibit “A,”.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	<u>      </u>	<u>      </u>
Armando Barragan	<u>  X  </u>	<u>      </u>	<u>      </u>
Jessica Filice	<u>  X  </u>	<u>      </u>	<u>      </u>

Motion approved.

The Secretary was directed to insert the Action by Written Consent of Sole Incorporator in the book of the minutes of the Corporation and was also directed to keep a copy at the principal office of the Corporation.

**4. Consideration and Approval of Articles of Incorporation and Confirmation of Agent for Service of Process.**

The Chair informed the Board that the original Articles of Incorporation of the Corporation had been filed in the office of the California Secretary of State on June 6, 2023, and that they named Armando Barragan as initial agent for service of process. The Chair presented to the meeting a certified copy of the Articles of Incorporation, showing filing as stated.

It was moved by \_\_Trustee Filice\_\_ and seconded by \_\_President Hurtado\_\_ to ratify the filing of the Articles of Incorporation attached as Exhibit “B” and to confirm of Armando Barragan as the agent for service of process.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	<u>      </u>	<u>      </u>
Armando Barragan	<u>  X  </u>	<u>      </u>	<u>      </u>
Jessica Filice	<u>  X  </u>	<u>      </u>	<u>      </u>

Motion approved.

The Secretary was directed to insert the copy in the book of the minutes of the Corporation and was also directed to keep a copy at the principal office for the transaction of business of the Corporation.

5. **Consideration and Approval of Bylaws.**

The Board was presented a form of bylaws that was considered and discussed.

It was moved by \_Trustee Filice\_ and seconded by \_President Hurtado\_ to approve of the Bylaws attached as Exhibit "C."

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	_____	_____
Armando Barragan	<u>  X  </u>	_____	_____
Jessica Filice	<u>  X  </u>	_____	_____

Motion approved.

The Secretary of this Corporation was directed to execute a certificate of the adoption of the approved Bylaws and to insert those Bylaws as so certified in the book of minutes of this Corporation, and to see that a copy of the Bylaws similarly certified is kept at the principal office for the transaction of business of this Corporation.

6. **Consideration and Approval of the Conflict of Interest Code.**

The Board was presented a Conflict of Interest Code that was considered and discussed.

It was moved by \_Trustee Filice\_ and seconded by \_Trustee Barragan\_ to approve of the Conflict of Interest Code attached as Exhibit "D."

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	_____	_____
Armando Barragan	<u>  X  </u>	_____	_____
Jessica Filice	<u>  X  </u>	_____	_____

Motion approved.

The Secretary was directed to insert the copy in the book of the minutes of the Corporation and was also directed to keep a copy at the principal office for the transaction of business of the Corporation. The Secretary was also directed to submit a copy of the Conflict of Interest Code to the San Benito County Board of Supervisors for approval.

7. **Consideration and Approval of Accounting Year.**

The Chair suggested that the Board consider adoption of an accounting year as follows:



Date the accounting year begins: July 1<sup>st</sup>

Date accounting year ends: June 30<sup>th</sup>

It was moved by \_\_Trustee Filice\_\_ and seconded by \_\_President Hurtado\_\_ to approve of the proposed accounting year.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	<u>      </u>	<u>      </u>
Armando Barragan	<u>  X  </u>	<u>      </u>	<u>      </u>
Jessica Filice	<u>  X  </u>	<u>      </u>	<u>      </u>

Motion approved.

8. **Consideration and Approval of Principal Office Location.**

It was moved by \_\_Trustee Filice\_\_ and seconded by \_\_President Hurtado\_\_ to approve that the principal office be located in the County of San Benito, California.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	<u>      </u>	<u>      </u>
Armando Barragan	<u>  X  </u>	<u>      </u>	<u>      </u>
Jessica Filice	<u>  X  </u>	<u>      </u>	<u>      </u>

Motion approved.

9. **Consideration and Approval of Payment of the Expenses of Incorporation.**

It was moved by \_\_Trustee Filice\_\_ and seconded by \_\_President Hurtado\_\_ to approve the payment of the expenses of incorporation.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	<u>      </u>	<u>      </u>
Armando Barragan	<u>  X  </u>	<u>      </u>	<u>      </u>
Jessica Filice	<u>  X  </u>	<u>      </u>	<u>      </u>

Motion approved.

The Chair was authorized and directed to pay the expenses of the incorporation of the Corporation.

10. **Consideration and Approval of Filing of Applications for Tax Exemption.**

It was moved by Trustee Filice and seconded by President Hurtado to approve of the filing of the applications for federal and state tax exemption.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>X</u>	_____	_____
Armando Barragan	<u>X</u>	_____	_____
Jessica Filice	<u>X</u>	_____	_____

Motion approved.

The Chair was authorized to take all necessary steps and to execute all necessary instruments to apply for federal and state tax exemptions as a charitable nonprofit organization.

11. **Consideration and Approval of Authorization to Enter into Contracts.**

It was moved by Trustee Filice and seconded by President Hurtado to authorize entering into contracts related to the establishment of the charter school and all vendor contracts necessary to implement the educational programs contained in the charter petition.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>X</u>	_____	_____
Armando Barragan	<u>X</u>	_____	_____
Jessica Filice	<u>X</u>	_____	_____

Motion approved.

The Chair was authorized to enter into the contracts relating to the establishment of the charter school, including but not limited to educational program contracts and business services contracts for the benefit of the Corporation.

12. **Consideration and Approval of Authorization to Retain Counsel.**

It was moved by Trustee Filice and seconded by President Hurtado to authorize the retention Young, Minney & Corr, LLP to advise the Corporation regarding its establishment and operation of the charter school.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>X</u>	_____	_____
Armando Barragan	<u>X</u>	_____	_____
Jessica Filice	<u>X</u>	_____	_____

Motion approved.

The Chair was authorized and directed to execute an Agreement employing Attorneys with Young, Minney & Corr, LLP.

13. **Consideration and Approval of Accounting Method.**

It was moved by \_\_Trustee Filice\_\_ and seconded by \_\_President Hurtado\_\_ to approve of the accrual accounting method for all tax reporting requirements, unless otherwise required by law.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	<u>      </u>	<u>      </u>
Armando Barragan	<u>  X  </u>	<u>      </u>	<u>      </u>
Jessica Filice	<u>  X  </u>	<u>      </u>	<u>      </u>

Motion approved.

14. **Consideration and Approval of Establishment of Bank Account.**

It was moved by \_\_Trustee Filice\_\_ and seconded by \_\_President Hurtado\_\_ to approve the Resolution to Establish New Bank Account attached as Exhibit “E.”

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	<u>      </u>	<u>      </u>
Armando Barragan	<u>  X  </u>	<u>      </u>	<u>      </u>
Jessica Filice	<u>  X  </u>	<u>      </u>	<u>      </u>

Motion approved.

15. **Consideration and Approval of the Hiring of Employees.**

It was moved by \_\_Secretary Filice\_\_ and seconded by \_\_President Hurtado\_\_ to approve the Hiring of Employees.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	<u>      </u>	<u>      </u>
Armando Barragan	<u>  X  </u>	<u>      </u>	<u>      </u>
Jessica Filice	<u>  X  </u>	<u>      </u>	<u>      </u>

Motion approved.

The Chair was authorized and directed to hire employees or to delegate the authority to hire employees.

**III. ADJOURNMENT**

The meeting was adjourned at 5:19 PM.

\* \* \*

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected Secretary of the Polytechnic Academy, a California nonprofit public benefit corporation; that these minutes, consisting of seven (7) pages are the minutes of the first meeting of the Board of Directors held on \_\_\_\_\_.

\_\_\_\_\_  
Jessica Filice, Secretary



SAN BENITO COUNTY  
POLYTECHNIC ACADEMY

**AGENDA  
REGULAR MEETING  
BOARD OF DIRECTORS  
POLYTECHNIC ACADEMY**

**MINUTES**

**2066 San Benito St., Hollister, CA 95023**

**March 12, 2024**

**6:00 pm**

**Remote viewing** is available at:

<https://us06web.zoom.us/j/82142199177?pwd=kuxw6yv3Ia77apZFk21bV3GkMCUArY.1>

Meeting ID: 821 4219 9177

Passcode: 928882

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**INSTRUCTIONS FOR PRESENTATIONS TO  
THE BOARD BY PARENTS AND CITIZENS**

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2. "Request to Speak" forms are available to all audience members who wish to speak on any agenda items or under the general category of "Oral Communications." "Oral Communications" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond, or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed fifteen (15) minutes. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.
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4. When addressing the Board, speakers are requested to state their name and address from the podium and adhere to the time limits set forth.
5. Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 650 San Benito Street #230, Hollister, CA 95023.



SAN BENITO COUNTY  
**POLYTECHNIC ACADEMY**

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SAN BENITO COUNTY  
POLYTECHNIC ACADEMY

**I. PRELIMINARY**

**A. CALL TO ORDER**

Meeting was called to order by the Board Chair at 6 : 0 7 P M \_\_\_\_\_.

**B. ROLL CALL**

	Present	Absent
Dr. Ariel Hurtado	<u>X</u>	_____
Armando Barragan	<u>X</u>	_____
Jessica Filice	<u>X</u>	_____
Julie Carpendo	<u>X</u>	_____
	_____	_____

**C. FLAG SALUTE.**

**President Hurtado**

**II. COMMUNICATIONS**

A. ORAL COMMUNICATIONS: Non-agenda items: no individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation.

**No Comments**

B. For Information: Reports

This is a presentation of information which has occurred since the previous Board meeting.

**No Reports**

C. For Information: Board/Staff Discussions

Board and staff discuss items of mutual interest.

**No Information.**

**III. CONSENT AGENDA ITEMS**

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The director recommends approval of all consent agenda items.

A. Board meeting minutes for November 14, 2023

It was moved by Trustee Barragan and seconded by Trustee Filice to approve Consent Agenda Item A.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	<u>      </u>	<u>      </u>
Armando Barragan	<u>  X  </u>	<u>      </u>	<u>      </u>
Jessica Filice	<u>  X  </u>	<u>      </u>	<u>      </u>
Julie Carpenedo	<u>  X  </u>	<u>      </u>	<u>      </u>

B. Board meeting minutes for February 13, 2024

It was moved by Trustee Carpenedo and seconded by Trustee Barragan to approve Consent Agenda Item B.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	<u>      </u>	<u>      </u>
Armando Barragan	<u>  X  </u>	<u>      </u>	<u>      </u>
Jessica Filice	<u>  X  </u>	<u>      </u>	<u>      </u>
Julie Carpenedo	<u>  X  </u>	<u>      </u>	<u>      </u>

**IV. CLOSED SESSION**

The Board went into Closed Session at 6:09 PM to discuss Item A – Conference with Legal Counsel – Existing Litigation and Item B – Public Employment – Learning Director.

**CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION**





SAN BENITO COUNTY  
POLYTECHNIC ACADEMY

(Paragraph (1) of subdivision (d) of Section 54956.9)  
Name of case: CU-24-00026

- A. PUBLIC EMPLOYMENT  
Title: Learning Director

V. **PUBLIC SESSION**

RECONVENE TO OPEN SESSION: The meeting was reconvened to open session at 6:48 PM.

**PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION** (includes the vote or abstention of every member present). No Action was taken in Closed Session.

VI. **ITEMS SCHEDULED FOR ACTION**

- 1. The Board will consider approving a Legal Services Agreement with Young, Minney & Corr, LLP.

It was moved by Trustee Carpenedo and seconded by Trustee Filice to approve a Legal Services Agreement with Young, Minney, and Corr, LLP.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	_____	_____
Armando Barragan	<u>  X  </u>	_____	_____
Jessica Filice	<u>  X  </u>	_____	_____
Julie Carpenedo	<u>  X  </u>	_____	_____

- 2. The Board will consider designating signatories for its bank accounts.  
This item was tabled for a later Board Meeting.

- 3. The Board will consider establishing its regular meeting calendar for the remainder of 2023-24 and 2024-25.

It was moved by Trustee Barragan and seconded by Trustee Carpenedo to approve the regular Board Meeting calendar for the remainder of 2023-2024 and 2024-2025.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	_____	_____
Armando Barragan	<u>  X  </u>	_____	_____
Jessica Filice	<u>  X  </u>	_____	_____
Julie Carpenedo	<u>  X  </u>	_____	_____

- 4. The Board will consider approving an English Learner Master Plan.

It was moved by Trustee Carpenedo and seconded by Trustee Barragan, with the ACT amendment as presented.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	<u>      </u>	<u>      </u>
Armando Barragan	<u>  X  </u>	<u>      </u>	<u>      </u>
Jessica Filice	<u>  X  </u>	<u>      </u>	<u>      </u>
Julie Carpenedo	<u>  X  </u>	<u>      </u>	<u>      </u>

5. The Board will consider approving an Independent Study Board Policy.

It was moved by Trustee Carpenedo and seconded by Trustee Filice to approve an Independent Study Board Policy.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	<u>      </u>	<u>      </u>
Armando Barragan	<u>  X  </u>	<u>      </u>	<u>      </u>
Jessica Filice	<u>  X  </u>	<u>      </u>	<u>      </u>
Julie Carpenedo	<u>  X  </u>	<u>      </u>	<u>      </u>

6. The Board will consider approving a Learning Acceleration Policy.

It was moved by Trustee Barragan and seconded by Trustee Filice to approve a Learning Acceleration Policy.

Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	<u>      </u>	<u>      </u>
Armando Barragan	<u>  X  </u>	<u>      </u>	<u>      </u>
Jessica Filice	<u>  X  </u>	<u>      </u>	<u>      </u>
Julie Carpenedo	<u>  X  </u>	<u>      </u>	<u>      </u>

7. The Board will consider approving an agreement with Grand Canyon University to participate in Learning, Leading, and Serving.

It was moved by Trustee Filice and seconded by Trustee Carpenedo to approve an agreement with Grand Canyon University to participate in Learning, Leading, and Serving.

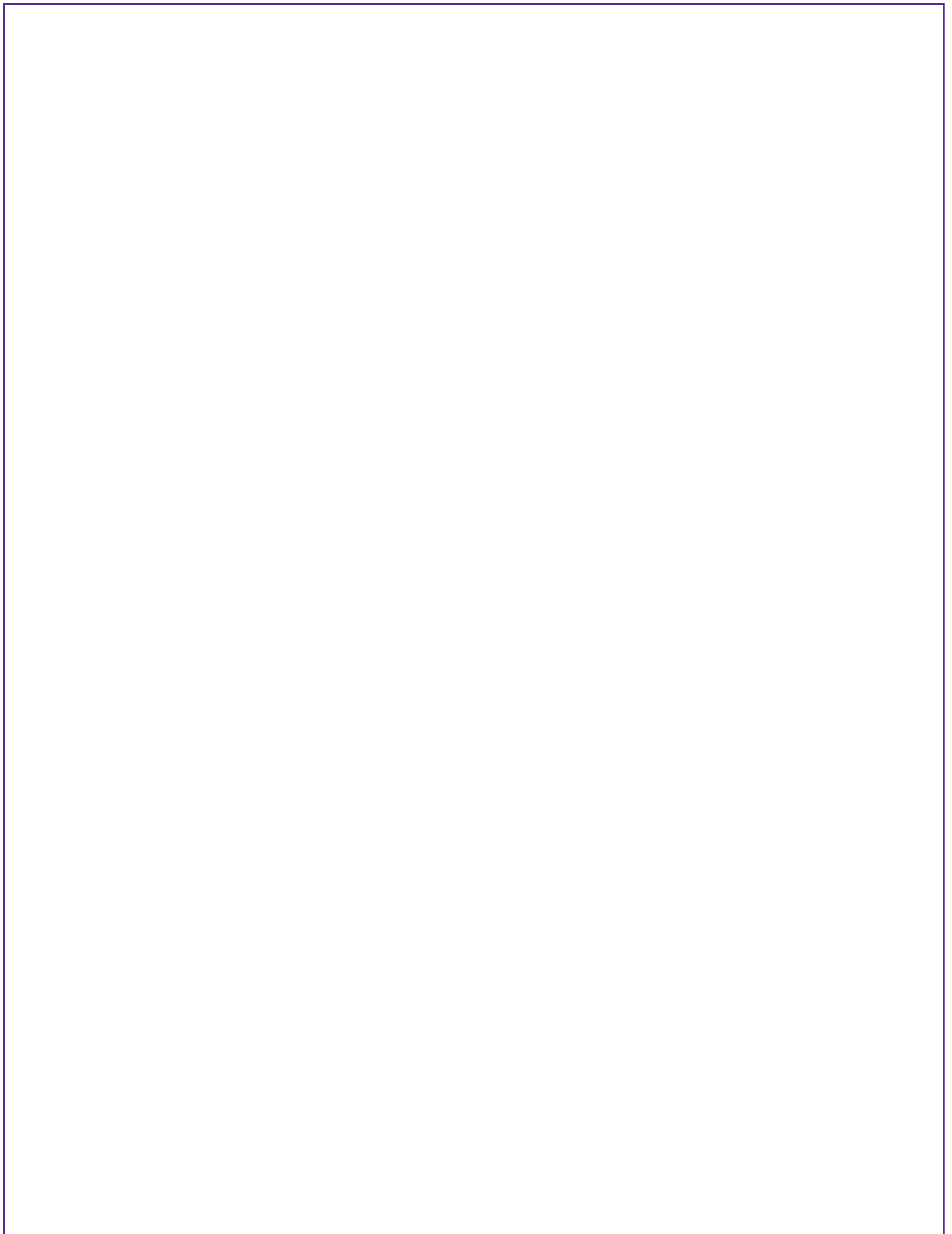
Vote:

	Yes/Aye	No/Nay	Abstain
Dr. Ariel Hurtado	<u>  X  </u>	<u>      </u>	<u>      </u>
Armando Barragan	<u>  X  </u>	<u>      </u>	<u>      </u>
Jessica Filice	<u>  X  </u>	<u>      </u>	<u>      </u>
Julie Carpenedo	<u>  X  </u>	<u>      </u>	<u>      </u>

**VII. ITEMS SCHEDULED FOR INFORMATION**

**VIII. ADJOURNMENT**

The meeting was adjourned at 7:12 PM.



## NON-BINDING LETTER OF INTENT

March 13, 2024

This Non-Binding Letter of Intent (“LOI”) sets forth the terms and conditions of a Sublease of the property at 790 Bolsa Rd., Hollister, CA (the “Property”) by San Benito County Polytechnic Academy, a California non-profit corporation (“Sublessee”) from International Church of the Foursquare Gospel dba Hollister Foursquare Church (“Sublessor”):

1. Subject Premises: The Subject Premises at 790 Bosa Rd., Hollister, CA
  - a) Main Property: The Property at 790 Bolsa Rd., Hollister, CA. in San Benito County APN 53-38-10 and 11.  
Sublessee will have non-exclusive use of the parking lot and drive aisles on the Main Property.
2. Sublease Term: The Sublease will commence upon signing of a Sublease and will terminate June 30, 2026, unless earlier terminated pursuant to the contingencies outlined in paragraphs 16 and 17 below or other terms and conditions related to early termination as may be set forth in the Sublease.
3. Use. The Premises will be used for a 9th through 12th grade school together with related administrative uses.
4. Rent Commencement Date: The Rent Commencement Date will be the earlier of (a) the opening of classes to the general-public or (b) the earlier of twelve (12) months following receipt of their CUP or 30 days after the delivery of a Certificate of Occupancy to Sublessee.
5. Rent will be \$6,000 per month with (3) 1-year options. SBCPA will give Hollister Foursquare Church 90 day notice of desire to exercise each 1-year option.
6. Sublessor Delivery and Maintenance: Sublessor will deliver the Premises to the Sublessee with roof, structural, HVAC, mechanical, plumbing, and electrical components in good and working order, including parking lot in good condition. Sublessor will be responsible thereafter for all required maintenance of the exterior of the building including structural and roof as well as all required maintenance of the parking lot and drive aisles. Sublessee shall be responsible for maintaining the interior portions of the Premises including HVAC.
7. Real Estate Taxes: Sublessee will be responsible for all real property taxes assessed against the Property effective on the Rent Commencement Date. Sublessee will have the right to apply for an exemption from the taxes from the County of San Benito.
8. Insurance and Indemnity: Sublessee will carry property and casualty

insurance in the full replacement value of the Tenant's improvements on the Property. Sublessee will indemnify Sublessor from any claims or losses due to its use of the Premises and will carry liability insurance in commercially reasonable amounts. Sublessor's insurance is included in CAM.

9. Utilities: Sublessee will be responsible for the cost of all utilities supplied to the Premises (water, gas, electrical, trash removal services, etc.).

10. Contingency Period: Sublessee shall have one hundred and eighty (180) days from the lease execution date ("Contingency Period") to (a) conduct all inspections and studies of the Subleased Premises and to satisfy or remove all contingencies to its obligations under the Sublease and (b) obtain all discretionary approvals to be issued by any and all governmental entities with jurisdiction over Sublessee's intended use of the Subject Premises, including the CUP (the "Discretionary Approvals).

During the Contingency Period, Sublessee shall be granted right of entry via execution of a Sublessor early access agreement upon the Subject Premises for the purpose of conducting soils tests, environmental assessments and other engineering or feasibility studies, and physical inspections of any and all kinds concerning the Subject Premises ("Right of Entry"). Sublessee's Right of Entry will extend to any and all of Sublessee's agents and/or any and all governmental entities requiring access to the Subject Premises to conduct such inspections.

Within ten (10) calendar days after the mutual approval of this LOI, Sublessor shall deliver to Sublessee copies of any and all soils tests, environmental assessments, surveys, engineering studies, structural integrity studies, or any and all other documents pertaining to the physical condition of the Subject Premises in Sublessor's possession or control relating to the Subject Premises to assist Sublessee in its feasibility study.

Concurrently with the mutual execution of this LOI, Sublessee shall have the right and Sublessor hereby expressly grants Sublessee permission and authority to submit for, process and obtain final approval of the Discretionary Approvals, all at Sublessee's expense. As and when required by any governmental entity, Sublessor shall confirm the foregoing authorization by executing (or causing the owner of the Subject Premises to execute) any applications for the Discretionary Approvals, provided that Sublessee's request is made with reasonable advance notice and includes reasonable supporting information and documentation.

At any point prior to the expiration of the Contingency Period, Sublessee shall have the right to terminate the Sublease in its sole and absolute discretion by giving written notice to Sublessor.

11. Sublessee's Contingencies. Sublessee's obligations under the Sublease shall be further conditioned upon Sublessee removing or waiving the following contingencies prior to the expiration of the Contingency Period, all to be removed or waived in Sublessee's sole and absolute discretion:

a) Governmental Approvals. Sublessee shall have obtained all discretionary approvals from any and all governmental entities with jurisdiction over Sublessee's use of the Subject Premises for an educational facility, including but not limited to, all approvals required by the State of California, San Benito County, and the Planning Department of the City of Hollister.

b) Environmental and Physical Condition. Sublessee shall have determined that the environmental and physical condition of the Subject Premises, including, but not limited to the proximity to an earthquake fault and all hazardous materials issues, is acceptable to Sublessee for its intended uses.

c) Remeasuring the Property: Sublessee will have the right to measure the Main Building and the Retail Wing space at their discretion to confirm the final size of those buildings for the purposes of rent calculation.

12. Sublease Document. Within 30 days of mutual approval of each party's respective real estate committees or boards, etc. , Sublessor will provide a draft Sublease to Sublessee. Sublessee and Sublessor will thereafter negotiate in good faith and make best efforts to complete the Sublease.

13. General. This Letter of Intent outlines the material business terms presently contemplated and understood between the parties to this transaction and is intended to serve as the basis for the preparation of a Sublease. This Letter of Intent is not a binding agreement, nor does it impose any standard of conduct or negotiation between the parties or any third parties other than to negotiate in good faith. We expect that the Sublease which is negotiated between the parties with respect to this transaction will be generally consistent with the foregoing material business terms, but all legal rights and obligations between the parties who are signing this Letter of Intent will come into existence only when a definitive agreement is prepared, reviewed by counsel, and signed and delivered by such parties.

The undersigned acknowledge receipt of this Letter of Intent and do hereby Agree:

SUBLESSEE

San Benito County Polytechnic Academy

By: Ariel Hurtado

Its: [Signature]

Dated: 3-20-2024

SUBLESSOR

International Church of the Foursquare  
Gospel dba Hollister Foursquare Church

By: Kevin Ratiff

Its: [Signature]

Dated: 3-19-2024



## ASU UNIVERSAL LEARNER COURSE AGREEMENT

This ASU UNIVERSAL LEARNER COURSE AGREEMENT (“Agreement”) dated as on April 9,, 2024 (“Effective Date”) is by and between \_San Benito Polytechnic Adademy\_ (“ENTITY”) and the Arizona Board of Regents for and on behalf of Arizona State University (“ASU”) (individually referred to as a “Party” and collectively as the “Parties”).

### A. PURPOSE:

1. The purpose of this Agreement is to facilitate learner (“Eligible Learner”) enrollment in the ASU Universal Learner® courses at ASU (the “Program”).
2. A list of available Program courses of study (individually, a “Course” and collectively, the “Courses”) can be found at <https://ea.asu.edu/courses> (the “Online List”). ASU may update the Online List to add or remove Courses. Each updated Online List will supersede any previous Course offerings within the Program.

### B. THE PROGRAM:

1. The Program will officially begin \_\_August 2024\_\_ and will continue through the end of \_\_June 2025\_, unless this Agreement is modified or terminated earlier as set forth below.
2. Eligible Learners who would like to take advantage of the Program must utilize the designated portal specific to ENTITY to enroll in the Program.
3. Eligible Learner who complete courses will only have the ability to convert grades of “C” or higher for academic credit.
4. ENTITY and ASU will work together to facilitate Eligible Learner enrollment and utilization of the Courses.
5. ENTITY and ASU agree to the following requirements:
  - a. Eligible Learner who would like to take a Course must either utilize the designated student portal provided by ASU to enroll themselves, or the ENTITY administrator may enroll Eligible Learner utilizing the designated partner portal provided by ASU.
  - b. All Eligible Learners who are learners in the Program Courses are subject to ASU's policies related to Courses.

### C. PAYMENT PROVISIONS: The Program will be operated under the following payment parameters (**Choose One**):

1.  Standard ULC Structure:
  - i. Payment for Credit-Eligibility.
    1.  ENTITY will pay for the \$25 verification fee for each course(s) a learner takes, after the 10th day from course start date for instructor-paced courses and after the 10th day from course enrollment for self-paced courses
    2.  Eligible Learners will pay the \$25 verification fee for each course(s) a learner takes, after the 10th day from course start date

- for instructor-paced courses and after the 10th day from course enrollment for self-paced courses
- ii. Eligible Learner wishing to get ASU college credit must be enrolled in the Course. Credit Conversion Fee includes (choose one):
    1.  ENTITY will pay the \$400 credit conversion fees for the Program Courses.
    2.  Eligible Learner will pay the credit conversion fees for the Program Courses.
2.  Consolidated pricing for Verification and Credit Conversion
    - i. ENTITY will be billed at a rate of \$250 per enrollment after the 21st day from course start date for instructor-paced courses and after the 21st day from course enrollment for self-paced courses
  3. **Cost-Reimbursement.** ENTITY will follow all local laws and regulations regarding collecting fee reimbursements from learners. ENTITY is responsible for collecting reimbursements from its learners.
    - i. If ENTITY is collecting reimbursement, ENTITY may not collect a reimbursement amount higher than that owed to ASU, for example:
      - i. If ENTITY is collecting reimbursement from the learner for the consolidated model, reimbursement amount cannot exceed \$250.
      - ii. If ENTITY is collecting reimbursement from the learner for the standard price model, reimbursement amount cannot exceed \$25 for registration and \$400 for credit conversion.
  4. **No Assignment of Tuition or Fee Revenue.** For the avoidance of doubt, nothing herein shall be interpreted as an assignment by ASU to ENTITY of any tuition paid to or received by ASU, and all tuition and fee revenues are and remain subject to the liens and encumbrances on tuition in connection with ASU's system revenue bonds; provided that (i) the foregoing shall not affect any requirement for ASU to pay the ENTITY pursuant to this Agreement or any related SOW, and (ii) the amounts due from ASU to ENTITY shall not be reduced due to (or at the time paid, subject to) any liens or encumbrances on tuition in connection with ASU's system revenue bonds.

#### D. PROGRAM DETAILS

Add a general description of the nature of the collaboration with the other entity.

1. Which of the following supports will ENTITY provide to Eligible Learner (Check all that apply)?
  - Eligible Learners complete ULCs in classroom lab setting with staff support;
  - Eligible Learner complete ULCs in a cohorted classroom with teacher support;
  - Eligible Learner have access to tutoring support;
  - Eligible Learner completes ULCs independently and are provided no extra academic support by partner;
  - Other (describe):

2. How is ENTITY planning to provide credit to Eligible Learners upon completion of the ULC course (Check all that apply)?
  - Intent to provide high school credit/grade;
  - Intent to provide certificate of completion;
  - Intent to provide no credit or certificate, Eligible Learners are taking the course solely for ASU credit
  - Other (describe):

**E. ENTITY RESPONSIBILITIES:**

1. ENTITY will announce the availability of the Program and communicate and promote the benefits of the Program to all of its Eligible Learner. ENTITY will provide opportunities for ASU to access the Eligible Learners for communication regarding and promotion of the Program, as appropriate.
2. ENTITY will provide copies of all communication, links, forms, and any other communication related to Universal Learner Courses within three (3) business days of publication, after prior signature as notated in Section H.
3. ENTITY will provide ASU with the estimated projections for Eligible Learner enrollment to allow ASU to provide an improved experience for all Eligible Learner.
4. ENTITY will verify the eligibility of Eligible Learner to ASU and provide reasonable notice to ASU before the applicable academic session when such persons are no longer Eligible Learner.
  - i. If a custom url link is being utilized as a learner registration method, ENTITY is responsible for verifying learners. The custom url is not secure and will allow anyone with the custom url link to register. ENTITY is responsible for verifying learners at least once per term, before invoices are sent out on the agreed upon schedule.
5. ENTITY will designate a liaison to work with ASU on the administrative aspects of the Program.
6. ENTITY will provide Eligible Learner support during the Program and will act as the primary point of contact for all Eligible Learners and any school enrollment, academic support, or other related matters to the Program. ENTITY will be responsible for engaging ASU, as may be appropriate in the circumstances, to resolve the particular matter.
7. ENTITY will not participate in “upselling” of courses.
8. ENTITY will respond to all communications in a timely manner, including but not limited to invoices, and notify ASU immediately regarding changes in contact information.

**F. ASU RESPONSIBILITIES:**

1. ASU will provide institutional guidance, academic instruction and oversight for the Program.
2. ASU will provide ENTITY and its Eligible Learners with access to the Program courses, including but not limited to credit conversion opportunities and ASU transcripts, when applicable.

3. ASU will designate a liaison to work with ENTITY on the administrative aspects of the Program.
4. Provided, ENTITY is entitled to personally identifiable information, pursuant to Section I and ASU will provide ENTITY’s designated administrators a report containing individual assignment grades, current grade, and final grade.

**G. TERM.** This Agreement shall begin on the Effective Date and expire on \_August 2024-June 2025\_, (the “Term”), unless extended in writing by the Parties. The Program and Program payments due will continue for the Eligible Learners enrolled in the Program prior to the termination of this Agreement.

**H. ANNOUNCEMENTS; PROMOTION.** The Parties will announce and promote the Program as part of their outreach and public relations efforts. Neither Party will issue a press release, public statement, advertisement or announcement regarding this Agreement or the Program, or use the logos or trademarks of the other Party, without the prior input and written consent, signed by an authorized signatory of the other Party. Use of either Party's marks must comply with the owning Party's trademark standards and guidelines, including using the "®" indication of a registered trademark where applicable. ENTITY shall communicate this requirement to its employees or entities responsible for such promotions, and ensure those individuals comply with this Section H. ENTITY identifies the following point of contact for announcements or promotions as contemplated by this Section H.:

Name \_\_\_\_\_  
Position \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_

ENTITY acknowledgement and understanding of this Section:  
Authorized ENTITY signatory initial, here: \_\_\_\_\_

**I. PRIVACY; EDUCATIONAL RECORDS. FERPA. MINORS.** The U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (“FERPA”) requires that ASU not disclose personally identifiable information (“PII”) from a learner’s or student’s education records without written consent from the learner or student, except as otherwise provided by law. For those circumstances under which ENTITY appropriately fills the role of a School Official as that term is defined under FERPA, ASU may designate ENTITY as a School Official and may disclose PII from education records in accordance with 34 C.F.R. § 99.31(a)(1)(i)(B). ENTITY agrees to comply with all FERPA criteria applicable to School Officials, including by remaining under ASU’s direct control with regard to the use and maintenance of the education records. In the event that ENTITY does not meet the definition of a School Official, ASU will disclose to ENTITY the appropriate PII from a learner’s or student’s education records only upon proof, to be furnished by ENTITY or its representative that the learner or student has consented to the disclosure. Such consent must satisfy the requirements of 34 C.F.R. § 99.30. If ENTITY violates the terms of this section, ENTITY shall immediately provide

notice of the violation to ASU. ENTITY agrees to act in accordance with the requirements of FERPA, including 34 C.F.R. 99.33(a), which governs the use and re-disclosure of PII from education records, and ASU's FERPA Policy, SSM 107-01: Release of Student Information, available at <https://www.asu.edu/aad/manuals/ssm/ssm107-01.html>.

- 1. Minors.** ENTITY acknowledges, understands, and agrees that ENTITY is responsible for complying with any and all applicable laws regarding minors (under the age of 18 years old) accessing and participating in the Program, including but not limited to obtaining any necessary consents from parents or guardians of minors before granting them access to the Program.
- 2. Data Privacy Laws.** Each Party shall comply with all data privacy laws, rules, and regulations applicable to it in its performance under this Agreement (collectively "Data Privacy Laws"), which may include, but is not limited to, FERPA and the General Data Protection Act ("GDPR"), and shall, upon mutual agreement of the Parties, execute any amendments to this Agreement necessary for each of the Parties to maintain compliance with the Data Privacy Laws.
- 3. Personal Information.** ENTITY warrants any information relating to an identified or identifiable natural person ("Personal Information" or "PI") that ENTITY uses, collects, retains, stores, secures, discloses, transfers, disposes of, or otherwise processes in relation to the products and services subject to this Agreement will be processed in compliance with any applicable laws, regulations, and other legal requirements relating to (a) privacy and information security; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of Personal Information ("PI Protection Requirements"). Upon request, ENTITY will make available reasonable information necessary to demonstrate compliance with the obligations of any PI Protection Requirements.

ENTITY is, and at all prior times was, and for all times during the term of this Agreement, will remain, in material compliance with all PI Protection Requirements. To ensure compliance with the PI Protection Requirements, ENTITY has in place, complies with, and takes appropriate steps reasonably designed to ensure compliance in all material respects with their policies and procedures relating to data privacy and security and the collection, storage, use, processing, disclosure, handling, and analysis of Personal Information (the "Policies"). ENTITY further certifies that neither it nor any subsidiary: (i) has received notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the PI Protection Requirements, and has no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) is currently conducting or paying for, in whole or in part, any investigation, remediation, or other corrective action pursuant to any PI Protection Requirements; or (iii) is a party to any order, decree, or agreement that imposes any obligation or liability under any PI Protection Requirements.

- 4. To the extent applicable: California Consumer Privacy Act.** ENTITY warrants the products and services subject to this Agreement are not subject to the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199) ("CCPA"). Following the signing of this Agreement, if any products or

services subject to this Agreement become subject to the CCPA, ENTITY will immediately notify ASU and will take all actions necessary to fully comply with the CCPA, including without limitation the signing of additional data handling addendums to this Agreement.

- J. MODIFICATION.** Modifications to this Agreement may be made by written modification, signed and dated by authorized officials, prior to any changes taking effect.
- K. TERMINATION.** Either Party, upon ninety (90) days' written notice, may terminate this Agreement for convenience before the date of expiration, or upon thirty (30) days' written notice for breach or default of the other Party. ASU may cancel the Program at any time for any reason. Upon termination of this Agreement or ASU's cancellation of the Program, the Program will terminate for Eligible Learners, except the Parties will cooperate to allow those Eligible Learners who are enrolled in a course at the time termination becomes effective to complete any courses that are in progress.
- L. NOTICES.** All notices, requests, demands and other communications hereunder will be given in writing and will be either: (a) personally delivered or (b) sent to the Party at its addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by commercial overnight courier service. Additionally, a corresponding electronic copy should be sent via email. Notices, if delivered, and if provided in the manner set forth above, will be deemed to have been given and received on the date of actual receipt or on the date receipt was refused. The respective addresses to be used for all such notices, demands or requests and electronic copies are as follows:

If to ENTITY:

Entity Name: San Benito County Polytechnic Academy  
Mailing Address: 790 Bolsa Rd., Hollister, CA 95023  
Attn: Dr. Ariel Hurtado  
Title: Chair  
Phone: 831 297-1883  
Email: admin@poly-academy.org  
ASURITE ID:  
Anticipated ULC enrollment count: TBD

ENTITY ACCOUNT PAYABLE:

Entity Name: San Benito County Polytechnic Academy  
Mailing Address: 790 Bolsa Rd., Hollister, CA 95023  
Attn: Dr. Ariel Hurtado  
Title: Chair  
Phone: 831 297-1883  
Email: admin@poly-academy.org

If to ASU:

Arizona State University  
ASU Learning Enterprise  
Enterprise Strategy and Planning  
P.O. Box 879508  
Tempe, Arizona 85287-9508  
Attn: Kimberly Merritt  
Email: [Kimberly.merritt@asu.edu](mailto:Kimberly.merritt@asu.edu)

**M. NAMED REPRESENTATIVE.** Each Party is naming a liaison who is authorized to act on its behalf in making or obtaining decisions regarding this Agreement. Such named liaison may be changed from time-to-time by giving the other Party written notice.

1. **ASU.** ASU's point of contact is Kimberly Merritt, [kimberly.merritt@asu.edu](mailto:kimberly.merritt@asu.edu)
2. **ENTITY.** ENTITY's point of contact is Dr. Ariel Hurtado.

**N. NO THIRD-PARTY BENEFICIARIES.** This Agreement is not intended to benefit any third Party, nor shall any person who is not now or in the future a Party hereto be entitled to enforce any of the rights or obligations of a Party under this Agreement.

**O. FORCE MAJEURE.** Neither Party shall be liable for failure to perform any obligation under this Agreement if such failure is caused directly by a Force Majeure Event. A "Force Majeure Event" shall mean an event or circumstance that is beyond the reasonable control and without the fault or negligence of the Party impacted, and that could not have been prevented by the reasonable diligence of the party. Without in any way limiting the foregoing, a Force Majeure Event may include, but are not restricted to (a) acts of God or of a public enemy, (b) acts of the Government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics or pandemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes, (i) natural disasters, (j) unusually severe weather; and (k) failure or disruption of utilities or critical electronic systems and (l) acts of terrorism, mass shootings or other emergencies that may disrupt the operations of the campus or facility .

**P. NONDISCRIMINATION.** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

**Q. CONFLICT OF INTEREST.** ASU and ENTITY's participation in this Agreement is subject to Section 38- 511 of the Arizona Revised Statutes, which provides that this Agreement may be canceled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ASU or ENTITY is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other Party to this Agreement in any capacity or a consultant to any other Party with respect to the subject matter of this Agreement.

**R. NOTICE OF ARBITRATION STATUTES.** Pursuant to Arizona Revised Statutes

Section 12-1518, the Parties acknowledge and agree, subject to the Arizona Board of Regents' Policy 3-809, that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.

- S. FAILURE OF LEGISLATURE TO APPROPRIATE.** If ASU's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to ENTITY and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
- T. RESPONSIBILITY.** Each Party will be responsible for the negligence, acts and omissions of its employees and agents when acting under such Party's direction and supervision.
- U. TITLE IX:** Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. [ASU's Title IX Guidance](#) is available online. Partner will (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any Partner Parties reasonably expected to interact with ASU learners, students, or employees, in person or online; and (iii) ensure that all Partner Parties comply with ASU's Title IX Guidance.
- V. APPLICABLE POLICIES.** This Agreement is subject at all times to the policies of the Arizona Board of Regents and ASU.
- W. NO WAIVER.** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. The failure of either Party to exercise any right or remedy hereunder shall not be deemed to be a waiver of such right or remedy or other right or remedy hereunder.
- X. SEVERABILITY.** If any provision of this Agreement, or the application thereof to any person, entity or circumstances, is deemed to be invalid or unenforceable to any extent by an arbitrator or by a court of competent jurisdiction, then the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, will not be affected thereby and will be enforced to the greatest extent permitted by law, unless a material failure of consideration would result thereby. In addition, such provision will be reformed such that it will be applied to the greatest extent legally enforceable and the Parties hereto agree to be bound thereby.
- Y. CHOICE OF LAW.** This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party consents to such jurisdiction, and waives any objection it may have to venue or convenience of forum.



**Z. ENTIRE AGREEMENT.** This Agreement embodies the entire understanding of the Parties and supersedes any other agreement or understanding between the Parties relating to the subject matter.

IN WITNESS WHEREOF, the Parties have signed this agreement as of the respective dates below.

FOR: San Benito County Polytechnic Academy

Name: Dr. Ariel Hurtado\_\_\_\_\_

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

Signature: \_\_\_\_\_

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

FOR: **Arizona Board of Regents for and on behalf of ASU:**

Name: Kimberly Merritt

Title: Vice President & Deputy

Signature: \_\_\_\_\_

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

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

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

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

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

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

**Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):** TBD

## **Definitions**

### **Prohibited Unlawful Harassment**

- Verbal conduct such as epithets, derogatory jokes or comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

### **Prohibited Unlawful Harassment under Title IX**

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. Part 106) and California state law prohibit discrimination and harassment on the basis of sex. Under Title IX, “sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

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

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

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

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

individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - 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:
  - Sexually oriented gestures, notices, 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.
- 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 of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.

### **Prohibited Bullying**

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

or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student<sup>1</sup> or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
3. Causing a reasonable student to experience a substantial interference with the student's academic performance.
4. Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by SBCPA.

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

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

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

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<sup>1</sup> "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.

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

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

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

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

### **Bullying and Cyberbullying Prevention Procedures**

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

#### **1. Cyberbullying Prevention Procedures**

SBCPA advises students:

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

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

## **2. Education**

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

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

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

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

## **3. Professional Development**

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

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

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

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

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

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

## **Grievance Procedures**

### **1. Scope of Grievance Procedures**

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

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

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

### **2. Reporting**

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

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

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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. SBCPA will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

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

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

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

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

### **3. Supportive Measures**

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

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

#### **4. Investigation and Response**

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

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

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

- Notice of the Allegations
  - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
    - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
    - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
    - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and

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

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

- All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- The findings of facts supporting the determination;
- The conclusions about the application of SBCPA's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

### **5. Consequences**

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

### **6. Right of Appeal**

Should the reporting individual find SBCPA's resolution unsatisfactory for complaints within the scope of this Policy, other than formal sexual harassment, the reporting individual may, within five (5) business days of notice of SBCPA's decision or resolution, submit a written appeal to the President of the SBCPA Board, who will review the investigation and render a final decision.

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

- The complainant and the respondent shall have the same appeal rights and SBCPA will implement appeal procedures equally for both parties.
- Within five (5) business days of SBCPA's written decision or dismissal of the complaint, the complainant or respondent may submit a written appeal to the Coordinator.
- The decision-maker(s) for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decision-maker(s).
- The complainant and respondent may appeal from a determination regarding responsibility, and from SBCPA's dismissal of a formal complaint or any allegations therein, on the following bases:
  - Procedural irregularity that affected the outcome of the matter;
  - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
  - The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- SBCPA will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will: 1) give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; 2)

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issue a written decision describing the result of the appeal and the rationale for the result; and 3) provide the written decision simultaneously to both parties.

## **7. Recordkeeping**

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

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

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

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## TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

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

Date of Alleged Incident(s): \_\_\_\_\_

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

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Complainant Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

### **To be completed by the Charter School:**

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

Follow up Meeting with Complainant held on: \_\_\_\_\_

4865-0092-2159, v. 4

## **UNIFORM COMPLAINT POLICY AND PROCEDURES**

San Benito County Polytechnic Academy (“SBCPA”) complies with applicable federal and state laws and regulations. SBCPA is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate.

### **Scope**

This complaint procedure is adopted to provide a uniform system of complaint processing (“UCP”) 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 SBCPA program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(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 Programs;
  - Career Technical and Technical Education and Training Programs;
  - Child Care and Development Programs;
  - Migrant Child Education Programs;
  - Consolidated Categorical Aid Programs;
  - Every Student Succeeds Act;
  - Education or graduation 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;
  - Regional Occupational Centers and Programs;
  - School Safety Plans; and/or
  - State Preschool Programs.
3. Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.



- a. “Educational activity” means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
  - b. “Pupil fee” means a fee, deposit or other charge imposed on students, or a student’s parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families’ ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
    - i. A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
    - ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
    - iii. A purchase that a student is required to make to obtain materials, supplies, equipment, or uniforms associated with an educational activity.
  - c. A pupil fees complaint and complaints regarding local control and accountability plans (“LCAP”) only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.
  - d. If SBCPA finds merit in a pupil fees complaint, or the California Department of Education (“CDE”) finds merit in an appeal, SBCPA shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by SBCPA to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board.
  - e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or SBCPA and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.
4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula (“LCFF”) or LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If SBCPA adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

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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.

SBCPA acknowledges and respects every individual’s right to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. SBCPA cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, SBCPA will attempt to do so as appropriate. SBCPA may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the Executive Director or designee on a case-by-case basis. SBCPA shall ensure that complainants are protected from retaliation.

#### Compliance Officer

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure SBCPA’s compliance with law:

TBD

The Executive Director or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the Executive Director or designee.

Should a complaint be filed against the Executive Director, the compliance officer for that case shall be the President of the SBCPA Board of Directors.

#### Notifications

The Executive Director or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be made available on SBCPA’s website.

SBCPA shall annually provide written notification of SBCPA’s UCP to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

The annual notice shall be in English. When necessary, under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in SBCPA speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language.

The annual notice shall include the following:

1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
2. A statement clearly identifying any California State preschool programs that SBCPA is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that SBCPA is operating pursuant to Title 22 licensing requirements.
3. A statement that SBCPA is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
5. A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. A statement that 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.
7. A statement that the complainant has a right to appeal SBCPA's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of SBCPA's Decision, except if SBCPA has used its UCP to address a complaint that is not subject to the UCP requirements.
8. A statement that a complainant who appeals SBCPA'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.
9. A statement that if SBCPA finds merit in a UCP complaint, or the CDE finds merit in an appeal, SBCPA 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.
10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3.
11. A statement that copies of SBCPA's UCP shall be available free of charge.

### Procedures

The following procedures shall be used to address all complaints which allege that SBCPA has violated federal or state laws or regulations enumerated in the section “Scope,” above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

- **Step 1: Filing of Complaint**

Any individual, including a person’s duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the Executive Director or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the Executive Director or designee shall be made in writing. The period for filing may be extended by the Executive Director or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The Executive Director shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy 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 SBCPA Board of Directors approved the LCAP or the annual update was adopted by SBCPA.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, SBCPA staff shall assist the complainant in the filing of the complaint.

- **Step 2: Mediation**

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Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

The use of mediation shall not extend SBCPA's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

- **Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

The complainant and/or the complainant's representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or a complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

SBCPA's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

- **Step 4: Final Written Decision**

SBCPA shall issue an investigation report (the "Decision") based on the evidence. SBCPA's Decision shall be in writing and sent to the complainant within sixty (60) calendar days of SBCPA's receipt of the complaint unless the timeframe is extended with the written agreement of the complainant. SBCPA's Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The Decision shall include:

1. The findings of fact based on evidence gathered.

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2. The conclusion providing a clear determination for each allegation as to whether SBCPA is in compliance with the relevant law.
3. Corrective actions, if SBCPA finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal SBCPA's Decision within thirty (30) calendar days to the CDE, except when SBCPA has used its UCP to address complaints that are not subject to the UCP requirements.
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and the employee was informed of SBCPA's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

#### Appeals to the CDE

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with SBCPA and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

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

Upon notification by the CDE that the complainant has appealed the Decision, the Executive Director or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.

5. A copy of SBCPA's complaint procedures.
6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to SBCPA for resolution as a new complaint. If the CDE notifies SBCPA that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, SBCPA will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

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. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by SBCPA when one of the conditions listed in 5 C.C.R. section 4650 exists, including but not limited to cases in which through no fault of the complainant, SBCPA has not taken action within sixty (60) calendar days of the date the complaint was filed with SBCPA.

### Civil Law Remedies

A complainant may pursue available civil law remedies outside of SBCPA'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 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 SBCPA has appropriately, and in a timely manner, apprised the complainant of their right to file a complaint.

## UNIFORM COMPLAINT PROCEDURE FORM

Last Name: \_\_\_\_\_ First Name/MI: \_\_\_\_\_

Student Name (if applicable): \_\_\_\_\_ Grade: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Street Address/Apt. #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

School/Office of Alleged Violation: \_\_\_\_\_

**For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adult Education Programs  | <input type="checkbox"/> Every Student Succeeds Act   | <input type="checkbox"/> School Plans for School Achievement |
| <input type="checkbox"/> Career Technical and Technical Education and Training   | <input type="checkbox"/> Local Control Funding Formula/ Local Control and Accountability Plan | <input type="checkbox"/> School Safety Plan                  |
| <input type="checkbox"/> Child Care and Development Programs   | <input type="checkbox"/> Migrant Child Education Programs                                     | <input type="checkbox"/> State Preschool Programs            |
| <input type="checkbox"/> Consolidated Categorical Aid Programs   | <input type="checkbox"/> Regional Occupational Centers and Programs                           | <input type="checkbox"/> Pupil Fees                          |
| <input type="checkbox"/> Pregnant, Parenting, or Lactating Students  |   |  |
| <input type="checkbox"/> Education or graduation 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 |   |  |

**For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Age  | <input type="checkbox"/> Genetic Information            | <input type="checkbox"/> Sex (Actual or Perceived)   |
| <input type="checkbox"/> Ancestry                                     | <input type="checkbox"/> Immigration Status/Citizenship | <input type="checkbox"/> Sexual Orientation (Actual or Perceived)  |
| <input type="checkbox"/> Color  | <input type="checkbox"/> Marital Status                 | <input type="checkbox"/> Based on association with a person or group with one or more of these actual or perceived characteristics |
| <input type="checkbox"/> Disability (Mental or Physical)              | <input type="checkbox"/> Medical Condition              |  |
| <input type="checkbox"/> Ethnic Group Identification                  | <input type="checkbox"/> Nationality / National Origin  |  |
| <input type="checkbox"/> Gender / Gender Expression / Gender Identity | <input type="checkbox"/> Race or Ethnicity              |  |
|   | <input type="checkbox"/> Religion                       |  |

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

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2. Have you discussed your complaint or brought your complaint to any SBCPA personnel? If you have, to whom did you take the complaint, and what was the result?

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3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents.

Yes

No

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

Mail complaint and any relevant documents to the Compliance Officer:

TBD

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## **SUICIDE PREVENTION POLICY**

The Board of Directors of San Benito County Polytechnic Academy (“SBCPA” or the “Charter School”) recognizes that suicide is a major cause of death among youth and should be taken seriously. To attempt to reduce suicidal behavior and its impact on students and families, the Board of Directors has developed prevention strategies and intervention procedures.

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

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, SBCPA shall appoint an individual (or team) to serve as the suicide prevention point of contact for SBCPA. The suicide prevention point of contact for SBCPA and the Executive Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

### **Suicide Prevention Crisis Team**

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, SBCPA created an in-house Suicide Prevention Crisis Team (“SPCT”) consisting of administrators, mental health professionals, relevant staff, parents, and students.

SBCPA designates the following administrators to act as the primary and secondary suicide prevention liaisons to lead the SPCT:

1. School Psychologist
2. Executive Director

The functions of the SPCT are to:

- Review mental health related school policies and procedures;
- Provide annual updates on school data and trends;
- Review and revise school prevention policies;
- Review and select general and specialized mental health and suicide prevention training;
- Review and oversee staff, parent/guardian, and student trainings;
- Ensuring the suicide prevention policy, protocols, and resources are posted on the school website;

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- Collaborate with community mental health organizations;
- Identify resources and agencies that provide evidence-based or evidence-informed treatment;
- Help inform and build skills among law enforcement and other relevant partners; and
- Collaborate to build community response.

### **Staff Development**

SBCPA, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

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

1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Charter School has collaborated with San Benito County to review the training materials and content to ensure it is evidence-based, evidence-informed, and aligned with best practices.
2. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
3. Charter School shall ensure that training is available for new hires during the school year.
4. At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
5. At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
  - a. Suicide risk factors, warning signs, and protective factors.
  - b. How to talk with a student about thoughts of suicide.
  - c. How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment.
  - d. Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member.

- e. Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide.
  - f. Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
  - g. Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
    - i. Youth affected by suicide.
    - ii. Youth with a history of suicide ideation or attempts.
    - iii. Youth with disabilities, mental illness, or substance abuse disorders.
    - iv. Lesbian, gay, bisexual, transgender, or questioning youth.
    - v. Youth experiencing homelessness or in out-of-home settings, such as foster care.
    - vi. Youth who have suffered traumatic experiences.
6. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
- a. The impact of traumatic stress on emotional and mental health.
  - b. Common misconceptions about suicide.
  - c. Charter School and community suicide prevention resources.
  - d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines).
  - e. The factors associated with suicide (risk factors, warning signs, protective factors).
  - f. How to identify youth who may be at risk of suicide.
  - g. Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on SBCPA guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on SBCPA guidelines.
  - h. Charter School-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed.
  - i. Charter School-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention).
  - j. Responding after a suicide occurs (suicide postvention).
  - k. Resources regarding youth suicide prevention.
  - l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide.
  - m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

### **Specialized Professional Development for School-based Mental Health Staff (Screening and/or Assessment)**

Additional professional development in suicide risk assessment (SRA) and crisis intervention is provided to designated student mental health professionals, including but not limited to school counselors, psychologists, social workers, administrators, and nurses employed by Charter School. Training for these staff is specific to conducting SRAs, intervening during a crisis, de-escalating situations, interventions specific to preventing suicide, making referrals, safety planning, and re-entry.

Specialized Professional Training for targeted School-based mental health staff includes the following components:

- Best practices and skill building on how to conduct an effective suicide risk screening/SRA using an evidence-based, Charter-approved tool; Patient Health Questionnaire 9 (PHQ-9) Depression Scale; BSS Beck Scale for Suicide Ideation; National Institute of Mental Health (NIMH)'s Ask Suicide-Screening Questions (ASQ) Toolkit; and the Adolescent Suicide Assessment Protocol – 20.
- Best practices on approaching and talking with a student about their thoughts of suicide and how to respond to such thinking, based on school guidelines and protocols.
- Best practices on how to talk with a student about thoughts of suicide and appropriately respond and provide support based on school guidelines and protocols.
- Best practices on follow up with parents/caregivers.
- Best practices on re-entry.

### **Virtual Screenings for Suicide Risk**

Virtual suicide prevention efforts include checking in with all students, promoting access to school and community-based resources that support mental wellbeing and those that address mental illness and give specific guidance on suicide prevention.

Charter School has established a protocol for assigning school staff to connect with students during distance learning and school closures. In the event of a school closure, Charter School has determined a process and protocols to establish daily or regular contact with all students. Staff understand that any concern about a student's emotional wellbeing and/or safety must be communicated to the appropriate school staff, according to Charter School protocols.

Charter School has determined a process and protocols for school-based mental health professionals to establish regular contact with high-risk students, students who are on their caseloads, and those who are identified by staff as demonstrating need. When connecting with

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students, staff are directed to begin each conversation by identifying the location of the student and the availability of parents or caregivers. This practice allows for the staff member to ensure the safety of the student, particularly if they have expressed suicidal thoughts.

### **Employee Qualifications and Scope of Services**

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

### **Parents, Guardians, and Caregivers Participation and Education**

1. Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, the Charter School shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the SBCPA Web page and included in the parent handbook.
3. Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
4. Charter School shall establish and widely disseminate a referral process to all parents/guardians/caregivers/families, so they are aware of how to respond to a crisis and are knowledgeable about protocols and school, community-based, and crisis resources.
5. Community-based organizations that provide evidence-based suicide-specific treatments shall be highlighted on the Charter School's website with treatment referral options marked accordingly.
6. Staff autoreplies during vacations or absences shall include links to resources and phone/text numbers so parents and students have information readily available.
7. All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
  - a. Suicide risk factors, warning signs, and protective factors.
  - b. How to talk with a student about thoughts of suicide.
  - c. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.
  - d. Charter School's referral processes and how they or their children can reach out for help, etc.

8. Parents/guardians/caregivers are reminded that the Family Educational Rights and Privacy Act (“FERPA”) generally protects the confidentiality of student records, which may sometimes include counseling or crisis intervention records. However, FERPA’s health or safety emergency provision permits the disclosure of personally identifiable information from a student’s education records, to appropriate parties, in order to address a health or safety emergency when the disclosure is necessary to protect the health or safety of the student or other individuals.

### **Student Participation and Education**

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, SBCPA along with its partners has carefully reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide. Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students’ feelings of connectedness with SBCPA and is characterized by caring staff and harmonious interrelationships among students.

SBCPA’s instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

SBCPA’s instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the Charter School’s instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of her/his credential or license, students shall:

1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress. The content of the education may include:
  - a. Coping strategies for dealing with stress and trauma.
  - b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others.
  - c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help.
  - d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.
2. Receive developmentally appropriate guidance regarding SBCPA’s suicide prevention, intervention, and referral procedures.

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

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

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

Charter School maintains a list of current student trainings, which is available upon request. Charter School will share school-based supports and self-reporting procedures, so students are able to seek help if they are experiencing thoughts of suicide or if they recognize signs with peers. Although confidentiality and privacy are important, students should understand safety is a priority and if there is a risk of suicide, school staff are required to report. Charter-based mental health professionals are legally and ethically required to report suicide risk. **When reporting suicidal ideation or an attempt, school staff must maintain confidentiality and only share information limited to the risk or attempt.**

Charter School shall establish and widely disseminate a referral process to all students, so they know how to access support through school, community-based, and crisis services. Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they have knowledge or concerns of another student's emotional distress, suicidal ideation, or attempt.

### **Intervention and Emergency Procedures**

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

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

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

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911. The call shall NOT be made in the presence of the student and the student shall not be left unsupervised. Staff shall NOT physically restrain or block an exit.

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

1. Ensure the student's physical safety by one or more of the following, as appropriate:



- a. Securing immediate medical treatment if a suicide attempt has occurred.
  - b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened.
  - c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
  - d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed.
  - e. Moving all other students out of the immediate area.
  - f. Not sending the student away or leaving him/her alone, even to go to the restroom.
  - g. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence.
  - h. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
  3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. **Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.**
  4. After a referral is made, SBCPA shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, SBCPA may contact Child Protective Services.
  5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at SBCPA.
  6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the SBCPA campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in SBCPA's safety plan. After consultation with the Executive Director or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Executive Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. SBCPA staff may receive assistance from SBCPA counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

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

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

### **Supporting Students during or after a Mental Health Crisis**

Students shall be encouraged through the education program and in SBCPA activities to notify a teacher, the Executive Director, another SBCPA administrator, psychologist, SBCPA counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. SBCPA staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student and the student's parent/guardian about additional resources to support the student.

### **Responding After a Suicide Death (Postvention)**

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. SBCPA shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

1. Coordinate with the Executive Director to conduct an initial meeting of the Suicide Prevention Crisis Team to:
  - a. Confirm death and cause.
  - b. Identify a staff member to contact deceased’s family (within 24 hours).
  - c. Enact the Suicide Postvention Response.
  - d. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
  
2. Coordinate an all-staff meeting, to include:
  - a. Notification (if not already conducted) to staff about suicide death.
  - b. Emotional support and resources available to staff.
  - c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration).
  - d. Share information that is relevant and that which you have permission to disclose.
  
3. Prepare staff to respond to needs of students regarding the following:
  - a. Review of protocols for referring students for support/assessment.
  - b. Talking points for staff to notify students.
  - c. Resources available to students (on and off campus).
  
4. Identify students significantly affected by suicide death and other students at risk of imitative behavior and refer them to a school-based mental health professional.
  
5. Identify students affected by suicide death but not at risk of imitative behavior.
  
6. Communicate with the larger school community about the suicide death. Staff shall not share explicit, graphic, or dramatic content, including the manner of death.
  
7. Consider funeral arrangements for family and school community.
  
8. Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered.
  
9. Identify media spokesperson if needed.
  
10. Ensure that all communications, documents, materials related to messaging about suicide avoid discussing details about method of suicide, avoid oversimplifying (i.e. identifying singular cause of suicide), avoid sensational language, and only include clear, respectful, people-first language that encourages an environment free of stigma. As part of safe messaging for suicide, we use specific terminology when referring to actions related to suicide or suicidal behavior:

<b>Use</b>	<b>Do Not Use</b>
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<p><b>“Died by suicide” or “Took their own life”</b></p>	<p><b>“Committed suicide”</b>  <b>Note:</b> Use of the word “commit” can imply crime/sin</p>
<p><b>“Attempted suicide”</b></p>	<p><b>“Successful” or “unsuccessful”</b>  <b>Note:</b> There is no success, or lack of success, when dealing with suicide</p>

11. Include long-term suicide postvention responses:

- a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed.
- b. Support siblings, close friends, teachers, and/or students of deceased.
- c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

**Student Identification Cards**

Charter School will include the telephone numbers on all student identification cards:

National Suicide Prevention Lifeline/Suicide Crisis Lifeline:

- o Call or Text “988”
- o Call 1-800-273-8255

National Domestic Violence Hotline: Call 1-800-799-7233

Crisis Text Line: Text “HOME” to 741741

Teen Line: Text “TEEN” to 839863

Trevor Project: Text “START” to 678678

Trans Lifeline: 1-877-565-8860

Local suicide prevention hotline telephone number

4890-1932-3435, v. 4

## **SECTION 504: POLICY, PROCEDURES, AND PARENT RIGHTS REGARDING IDENTIFICATION, EVALUATION AND EDUCATION**

### **A. SECTION 504 POLICY**

The Board of Directors of the San Benito County Polytechnic Academy (“SBCPA” or the “Charter School”) recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education (“FAPE”) and its legal responsibility to ensure that “no qualified person with a disability shall, solely by reason of their disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” This Policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a FAPE.

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, as well as the operation of a major bodily functions, including functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities Education Act Improvement Act of 2004 (“IDEA”).

The Charter School’s Executive Director or designee shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEA) that student will be evaluated under this policy’s corresponding procedures.

A Section 504 Team will be convened to determine the student’s need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable about the Section 504 standards, the student’s individual needs and school history, the meaning of evaluation data, and placement options. The student’s parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural safeguards guaranteed by law.

If SBCPA does not assess a student after a parent has requested an assessment, the Charter School shall provide notice of the parent’s/guardian’s procedural safeguards. SBCPA shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural

safeguards and/or Section 504.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. SBCPA shall periodically review the student's progress and placement.

The Charter School does not discriminate on the basis of disability or any other characteristic protected under law. SBCPA will implement this policy through its corresponding procedures.

## **B. SECTION 504 PROCEDURES**

### **A. Definitions**

1. **Academic Setting** – the regular, educational environment operated by SBCPA.
2. **Individual with a Disability under Section 504** – An individual who:
  - a. has a physical or mental impairment that substantially limits one or more major life activities;
  - b. has a record of such an impairment; or
  - c. is regarded as having such an impairment.
3. **Evaluation** – procedures used to determine whether a student has a disability as defined within these Procedures, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or procedures used with, all students in a school, grade or class.
4. **504 Plan** – is a plan developed to identify and document the student's needs for regular or special education and related aids and services for participation in educational programs, activities, and school-sponsored events.
5. **FAPE** – the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.
6. **Major Life Activities** - Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory,

circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions.

7. **Physical or Mental Impairment** –

- a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
- b. Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

8. **504 Coordinator** – The 504 COORDINATOR shall serve as the Charter School’s Section 504 Coordinator. The parents or guardians may request a Section 504 due process hearing from or direct any questions or concerns to the Section 504 Coordinator at 831 297-1224

9. **Has a record of such an impairment** - means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

10. **Is regarded as having an impairment** - means

- a. An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that they have been subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.
- b. Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.

B. Referral, Assessment and Evaluation Procedures

1. SBCPA will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.
2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student’s file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another

Charter School employee will be forwarded to the Section 504 Coordinator.

3. The Charter School has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who have or may have a disability are referred to the Section 504 Coordinator so that the assessment process is initiated.
4. The 504 Team convened by the Section 504 Coordinator will be composed of the student's parents/guardians and other persons knowledgeable about the student (such as the student's regular education teachers), the student's school history, the student's individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.
5. The 504 Team shall promptly consider the referral and determine what assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.
6. The 504 Team will consider the following information in its evaluation of the student:
  - a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
  - b. Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
  - c. Tests are selected and administered so as to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure.)
7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a FAPE. All significant factors relating to the learning process for



that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.

8. Mitigating measures cannot be considered when evaluating whether or not a student has a substantially limiting impairment. Mitigating measures could include medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications a student uses to eliminate or reduce the effects of an impairment.
9. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.
10. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

C. 504 Plan

1. When a student is identified as having a disability within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a FAPE.
2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.
3. For each identified eligible student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the eligible student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.
4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.
5. The eligible student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The student shall be educated with students who are not disabled to the maximum extent appropriate to their

individual needs.

6. The referral, assessment, evaluation and placement process will be completed within a reasonable time. It is generally not reasonable to exceed fifty (50) school days in completing this process.
7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
8. If the 504 Team determines that the student has a disability but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a person with a disability under Section 504 and shall state the basis for the decision that no special services are presently needed.
9. The 504 Plan shall include a schedule for annual review of the student's needs and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.
10. SBCPA shall immediately implement a student's prior 504 Plan, when a student enrolls at the Charter School. Within thirty (30) calendar days of starting school, SBCPA shall schedule a 504 Team meeting to review the existing 504 Plan. SBCPA shall request a copy of the prior 504 plan from both the prior school and the parent/guardian.
11. A parent, guardian, or SBCPA shall have the right to audio record the proceedings of any team meetings held pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794). The parent or guardian or SBCPA shall notify the members of the team of the parent's, guardian's, or SBCPA's intent to audio record a meeting at least 24 hours before the meeting. If SBCPA initiates the notice of intent to audio record a meeting and the parent or guardian objects or refuses to attend the meeting because it will be audio recorded, the meeting shall not be audio recorded.

D. Review of the Student's Progress

1. The 504 Team shall monitor the progress of the eligible student and the effectiveness of the student's 504 Plan. According to the review schedule set out in the student's 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.
2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.

E. Procedural Safeguards

1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:
  - Examine relevant records
  - Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
  - Have the right to file a Uniform Complaint pursuant to Charter School policy
  - Seek review in federal court if the parents/guardians disagree with the hearing decision.
2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to the following:

TBD

Notifications shall also advise that reimbursement for attorney's fees is available only as authorized by law.
3. The Executive Director or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with SBCPA or any district within the San Benito County Office of Education - SELPA in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.
4. If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, the parent/guardian may request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing their request for a hearing. A request for hearing should include:
  - The specific decision or action with which the parent/guardian disagrees.
  - The changes to the 504 Plan the parent/guardian seeks.
  - Any other information the parent/guardian believes is pertinent.
5. Within five (5) calendar days of receiving the parent/guardian's request for a hearing, the Charter School may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the parent/guardian and the Charter School. Alternative dispute resolution options include:

- Mediation by a neutral third party.
  - Review of the 504 Plan by the Executive Director or designee.
6. Within ten (10) calendar days of receiving the parent/guardian's request, the Executive Director or designee shall select an impartial hearing officer. These 10 days may be extended for good cause or by mutual agreement of the parent/guardian and Executive Director.
  7. Within thirty-five (35) calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These thirty-five (35) calendar days may be extended for good cause or by mutual agreement of the parent/guardian and Executive Director.
  8. The parent/guardian and the School shall be afforded the rights to:
    - Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as having a disability under Section 504.
    - Present written and oral evidence.
    - Question and cross-examine witnesses.
    - Receive written findings by the hearing officer.
  9. The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.
  10. If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.
  11. SBCPA shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.
- F. Suspension and Expulsion, Special Procedures for Students with Disabilities

SBCPA shall follow the suspension and expulsion policy and procedures as set forth in the charter. A student who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. SBCPA will follow Section 504 and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom

the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

1. 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, and to progress toward meeting the goals set out in the child's 504 Plan; and receive, as appropriate, a functional behavioral assessment ("FBA") 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.

2. 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, SBCPA, the parent, and relevant members of the 504 Team shall review all relevant information in the student's file, including the child's 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 504 Plan.

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

- a. Conduct an FBA and implement a behavioral intervention plan ("BIP") for such child, provided that SBCPA had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

- b. If the child has a BIP, review the BIP and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and SBCPA agree to a change of placement as part of the modification of the BIP.

If SBCPA, the parent, and relevant members of the 504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the 504 Plan, then SBCPA 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.

### 3. Appeals

The parent/guardian of a child with a disability under a 504 Plan who 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, either party may request to utilize the appeal process outlined in the Procedural Safeguards section of these Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or SBCPA, 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 SBCPA agree otherwise.

### 4. Special Circumstances

SBCPA 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) 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. § 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. § 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

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

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

A student who has not been identified as an individual with disabilities pursuant to the IDEA 2004 and who has violated SBCPA's disciplinary procedures may assert the procedural safeguards granted under these Procedures only if SBCPA had knowledge that the student had a disability before the behavior occurred.

SBCPA 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 SBCPA 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 SBCPA personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other SBCPA supervisory personnel.

If SBCPA 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 IDEA 2004-eligible children with disabilities, including the right to stay-put.

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

SBCPA shall not be deemed to have knowledge of 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.

### **C. PARENT/STUDENT RIGHTS IN IDENTIFICATION, EVALUATION, ACCOMMODATION AND PLACEMENT**

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference.

You have the right to:

1. Have your child take part in and receive benefits from public education programs without discrimination because of their disabling condition.
2. Have SBCPA advise you of your rights under federal law.
3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
4. Have your child receive a FAPE. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have SBCPA make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
5. Have your child educated in facilities and receive services comparable to those provided to non-disabled students.
6. Have your child receive special education and related services if your child is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEA 2004).
7. Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options. This includes the right to an evaluation before the initial placement of the student and before any subsequent significant change in placement.
8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by SBCPA.
9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
10. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.
11. Obtain a response from SBCPA to reasonable requests for explanations and



interpretations of your child's records.

12. Request an amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If SBCPA refuses this request for amendment, the Charter School shall notify you within a reasonable time and advise you of your right to an impartial hearing.
13. Request mediation or file a grievance in accordance with Charter School's Section 504 mediation grievance and hearing procedures, outlined above.
14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
15. File a formal complaint pursuant to the Charter School's Uniform Complaint Policy and Procedures. Please ask the Executive Director for a copy of the Charter School's Uniform Complaint Policy and Procedures if you need one.
16. File a formal complaint with the U.S. Department of Education.

Office for Civil Rights, U.S. Department of Education  
San Francisco Office  
50 United Nations Plaza  
San Francisco, CA 94102  
(415) 486-5555 PHONE  
(415) 486-5570 FAX  
Email: [OCR.SanFrancisco@ed.gov](mailto:OCR.SanFrancisco@ed.gov)

17. Be free from any retaliation from SBCPA for exercising any of these rights.

Please contact TBD, 504 Coordinator, c/o San Benito County Polytechnic Academy, 790 Bolsa Rd., Hollister, CA 95023, 831 297-1883[INSERT CHARTER SCHOOL NAME AND MAILING ADDRESS AND PHONE NUMBER] with any questions regarding the information contained herein.

**San Benito County Polytechnic Academy  
School Safety Plan  
2024 Version**

790 Bolsa Rd  
Hollister, CA 95023  
831 297-1883

**San Benito County Polytechnic Academy  
School Safety Plan  
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## I. The School Safety Plan Overview

This School Safety Plan has been prepared to fulfill the obligation of San Benito County Polytechnic Academy as set forth in its charter petition, pursuant to Education Code section 47605(c)(5)(F), to develop a school safety plan addressing the safety topics listed in subparagraphs (A) to (L) of paragraph (2) of subdivision (a) of Education Code section 32282, as applicable. It will be reviewed and updated annually by March 1 by a School Site Council and the school administration.

- Development of this version of the School Safety Plan took place in March 2024
- A hearing will be held on the School Safety Plan July 2024 at the 790 Bolsa Rd. Hollister, CA 95023
- The most current copy of the plan will be available in the school office for public review in a redacted form, with all tactical responses, lockdown, and bomb threat procedures removed from the publicly available version.

For additional information on school safety programs, policies, or procedures and how you may become involved locally, please contact:

TBD

Reviewed and approved by the undersigned members of the San Benito County Polytechnic Academy Safety Committee:

Authorized Representative Signature	Date
_____ [Name], [Title]	_____
_____ [Name], [Title]	_____
_____ [Name], [Title]	_____
_____ [Name], [Title]	_____
_____ Representative of Law Enforcement Agency (Optional)	_____
_____ Representative of Fire Department (Optional)	_____

## II. General School Information

### School Profile

2024-2025 enrollment: [##]

Grades: 9-12

Certificated teachers (Admin included): [##]

Classified staff: [##]

### Safe School Mission

Students and staff will have a safe and secure campus where they are free from physical and psychological harm. The administration and staff are committed to maximizing school safety and to creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.

### School Site Council/Safety Committee:

[Describe school site council/school safety committee, its membership makeup, etc.]

### School Crime Status:

To ensure an accurate and up-to-date picture of campus safety, San Benito County Polytechnic Academy shall annually review disciplinary and crime-related data and adapt as necessary to changing trends. To keep ahead of trends in crime and safety affecting the school, the following types of data shall be reviewed each year:

#### Office Referrals

San Benito County Polytechnic Academy's safety-related office referrals for the previous school year are included here for reference.

Fighting or aggression	NA
Theft	NA
Cheating/Academic Integrity	NA
Disruption or defiance	NA
Others	NA

#### Attendance Rate

School Year	Attendance Rate
2024-2025	##

#### Suspension/Expulsion data

School Year	Suspension rate	Expulsion rate
2024-2025	##	##

### III. Emergency Response Plan

#### Emergency Situation Parent Communication

In an emergency situation, Principal/Learning Director will gather members of the Safety Response Team immediately to draft a plan to communicate with families. When deemed necessary, the Safety Response Team will use [name of communication platform used, if any, or describe other method of mass contact], to send out an urgent alert text message and phone call to every parent registered on the platform.

#### Emergency Supplies

##### Emergency Backpack Location

- Each classroom (including music room, art room, intervention room, wellness room, etc.)
- PE closet
- Cafeteria
- Each office area
- Front office

##### Emergency Backpack Supplies

Item	Recommended Quantity
Backpack	1
Flashlight	1
Batteries	2
Pair of scissors	1
First Aid instruction summary sheet	1
Pad of paper (for name tags, etc.)	1
Pen	1
Pencil	1
Light stick	1
Whistle	1
Sewing kit	1
Package of safety pins	1 package

Package of plastic trash bags	6 packages
Package of small paper bags	2 packages
Package of paper cups	2 packages
Package of pre-moistened towelettes	1 package
Bottle of hydrogen peroxide	1
Small package of Tylenol	2 packages
Package of Tums	1 package
Ammonia inhalants	4
Ziploc sandwich bags	2
Box of Telfa pads	1
Box of Band-Aids	1
Cold packs	2
Roll of adhesive tape	1
Pair of disposable gloves	10
Box of toilet tissue	1

### Emergency Response Plans

The safety coordinator (or Office Manager if none is designated otherwise) is responsible for assigning staff to the safety response team, and for ensuring that the list is updated regularly. It is required by fire codes to exhibit an evacuation map specific to the school site in each and every classroom and office room by the door, as well as by each fire extinguisher and fire exits.

Please note: make sure to share the procedures with and collect contact information for any after-school staff. Please instruct any night custodial staff to assist after-school staff with emergency supplies as needed.

### Fire Emergency

Fire Emergency Response - Staff Members and Safety Response Team Combined	
Step 1 Fire Alarm	<ul style="list-style-type: none"> <li>If there is a fire and the alarm has not been set off, any member witnessing the fire may initiate the fire alarm.</li> </ul>
Step 2 Announcement	<ul style="list-style-type: none"> <li>Safety Response Team Member will announce via phone speaker and walkie talkie <i>"Attention please, leave the building. Evacuate the building. Leave the building. Evacuate the building and listen for further instructions."</i></li> </ul>
Step 3	<ul style="list-style-type: none"> <li>If walkie talkies are not already on, turn on walkie talkies to Channel 1.</li> </ul>

Walkie Talkie and backpacks	Classroom teachers to take Emergency Backpack and Emergency Contact Roster
Step 4 Evacuate	<ul style="list-style-type: none"> <li>Staff and students will evacuate the building in a quiet and orderly fashion using emergency exit routes. We will meet at the Emergency Meeting Area: <ul style="list-style-type: none"> <li>[Identify a nearby outdoor Emergency Meeting Area]</li> </ul> </li> <li>Safety Response Team will ensure all classrooms, hallways, cafeteria, kitchen, restrooms and offices are empty. Safety Response Team will search for any missing students and staff.</li> </ul>
Step 5 Take roll	<ul style="list-style-type: none"> <li>Once you arrive at the Emergency Meeting Area, take roll, and notify the Safety Response Team of any missing students.</li> <li>Stay in meeting area for further instruction.</li> </ul>
Step 6 Further instructions & Return	<ul style="list-style-type: none"> <li>Await further instructions from the Fire Department</li> </ul>

## Earthquake Emergency

Earthquake Emergency Response - Staff Members and Safety Response Team Combined	
Step 1 Announcement	<ul style="list-style-type: none"> <li>At the onset of an earthquake, Safety Response Team Member will announce via phone speaker and walkie talkie: <i>"Earthquake. Duck and cover. Earthquake. Duck and cover. Earthquake. Duck and cover."</i></li> </ul>
Step 2 Immediate response	<p>If indoors...</p> <ul style="list-style-type: none"> <li>Turn away from windows, suspended objects or outside walls</li> <li>Drop to the floor, take cover under a desk, table or against an interior wall.</li> <li>Make your body as small as possible; cover head and neck while protecting chest.</li> <li>Hold position until the ground stops shaking or the Safety Response Team has announced over radios to begin Evacuation.</li> <li>If an aftershock occurs while you are exiting the building, "Drop, Cover and Hold On" until the shaking stops.</li> </ul> <p>If outdoors...</p> <ul style="list-style-type: none"> <li>Teachers get to a clear space (away from buildings, poles, overhead wires and other tall objects) call out to student, "Duck and cover"</li> <li>Students drop to the ground and cover their head and neck with arms.</li> <li>Watch for dangers that may demand movement.</li> <li>Be prepared to duck and cover again due to aftershocks.</li> <li>Hold position until the ground stops shaking or the Safety Response Team has announced over radios to begin Evacuation.</li> </ul>
Step 3 Walkie Talkie and backpacks	<ul style="list-style-type: none"> <li>If walkie talkies are not already on, turn on walkie talkies to Channel 1. Classroom teachers to take Emergency Backpack and Emergency Contact Roster</li> </ul>
Step 4 Evacuate	<ul style="list-style-type: none"> <li>Staff and students will evacuate the building in a quiet and orderly fashion using emergency exit routes. We will meet at the Emergency Meeting Area: <ul style="list-style-type: none"> <li>[Identify a nearby outdoor Emergency Meeting Area]</li> </ul> </li> <li>Safety Response Team will ensure all classrooms, hallways, cafeteria, kitchen, restrooms and offices are empty. Safety Response Team will search for any missing students and staff.</li> </ul>
Step 5 Take roll	<ul style="list-style-type: none"> <li>Once you arrive at the Emergency Meeting Area, take roll, and notify the Safety Response Team of any missing students.</li> <li>Stay in the meeting area for further instruction.</li> </ul>
Step 6 Further instructions & Return	<p>If there is minimal damage:</p> <ul style="list-style-type: none"> <li>Safety Response Team will announce <i>"All Clear. All Clear. Please return to your normal activity."</i></li> <li>Staff and students will return to classrooms in a quiet and orderly fashion.</li> </ul>



	<p>If there is damage to the campus:</p> <ul style="list-style-type: none"> <li>• Safety Response Team will enact the Reunification Plan at the site of evacuation, or where a Law Enforcement Agency indicates.</li> </ul>
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## Active Shooter or Intruder Emergency

Active Shooter Emergency Response - For Staff Members	
Step 1 Announcement	<ul style="list-style-type: none"> <li>• If an active shooter is identified, immediate announcements will be heard via PA system, phone speaker, walkie talkies and [WeChat group chat or similar communication method used by staff, if any]: <b><i>“Lockdown. This is a lockdown. Lockdown. All students and staff lockdown.”</i></b></li> </ul>
Step 2 Enter a lockdown location	<ul style="list-style-type: none"> <li>• In the case of a shooting or suspected intruder, the first priority is to shelter students and staff. If you are... <ul style="list-style-type: none"> <li>○ Outside of your classroom: bring students into the nearest classroom</li> <li>○ In the cafeteria: move to the nearest classroom.</li> <li>○ In the hallway: proceed to the nearest classroom, even if it is not your classroom and a class is already in there.</li> </ul> </li> <li>• Classroom teachers should quickly glance outside the room and direct any students or staff into your room.</li> </ul>
Step 3 Prepare the classroom	<ul style="list-style-type: none"> <li>• Classroom teachers should immediately take walkie talkies and turn them on and on Channel 1. Please keep the volume as low as possible.</li> <li>• Close and lock doors.</li> <li>• Close and lock windows and shut the blinds.</li> <li>• Turn off all the lights.</li> <li>• Keep the room quiet.</li> </ul>
Step 4 Hide	<ul style="list-style-type: none"> <li>• Direct students to hide in the classroom. Determine whether ducking quietly under their desks (“duck and cover”) or sitting along a wall or in a closet is the best location to hide.</li> <li>• Move away from windows, try not to be visible from outside.</li> </ul>
Step 5 Take roll	<ul style="list-style-type: none"> <li>• Take roll as quietly as possible.</li> <li>• Talk through walkie talkie at very low volume to alert the Safety Response Team if you have students missing from your classroom.</li> </ul>
Step 6 Release the room	<ul style="list-style-type: none"> <li>• <b><u>All three credentials</u></b> must be satisfied before unlocking the door from the inside. <ul style="list-style-type: none"> <li>○ <b>Credential 1: Door communication</b> Safety Response Team will knock on the door with a pre-set pattern (i.e. “Knock-, knock-, knock knock knock”)</li> <li>○ <b>Credentials 2: Walkie Talkie communication</b> Safety Response Team contact each specific classroom via walkie talkie notification (“Room 1, This is [John Doe], all clear to unlock the door.”)</li> <li>○ <b>Credential 3: Paper communication</b> <ul style="list-style-type: none"> <li>■ Safety Response Team will slide a <b><u>BLUE sheet of paper</u></b> under the door from outside the classroom to the inside.</li> <li>■ Staff inside the classroom will have to slide a <b><u>RED piece of paper</u></b> under the door to the outside of the classroom in response as the confirmation of receiving the true release order. <b><u>Do not</u></b> slide the paper back if the intruder is inside the room. The red paper is usually by the door.</li> </ul> </li> </ul> </li> <li>• When all three credentials are cleared, you will hear the safety response team member say “Thank you, you can safely unlock your room”. You can open the door then.</li> </ul>

Step 7 School-wide clearance	<ul style="list-style-type: none"> <li>Please ask students to stay in hiding positions and stay quiet until all classrooms are cleared, when you hear the announcement via PA system, phone speaker, walkie talkies and [WeChat group chat or other communication method used by staff, etc.]: <i>"The school is all cleared. You can return to normal activities."</i></li> </ul>
Step 8 (In real situation only) Evacuation & Reunification	<ul style="list-style-type: none"> <li>In a real active shooting situation, the police or safety response team may make an evacuation announcement. If so, evacuate to the evacuation point.</li> <li>In some situations, the police or safety response team may initiate a reunification process for students to reunite with their families.</li> </ul>

Active Shooter Emergency Response - For Safety Response Team in drill	
Step 1 Announcement	<ul style="list-style-type: none"> <li>If an active shooter is identified, immediate announcements will be heard via PA system, phone speaker, walkie talkies and WeChat group chat or similar communication method used by staff, if any: <i>"Lockdown drill. This is a lockdown drill. Lockdown drill. All students and staff lockdown."</i></li> </ul>
Step 2 Safety Team Search	<ul style="list-style-type: none"> <li>Sweep and locate all missing students.</li> <li>Check whether windows are locked from outside, blinds are shut, doors locked, lights off, and students are quiet.</li> </ul>
Step 3 Release the room	<ul style="list-style-type: none"> <li><b>All three credentials</b> must be satisfied before unlocking the door from the inside. <ul style="list-style-type: none"> <li><b>Credential 1: Door communication</b> Safety Response Team will knock on the door with a pre-set pattern (i.e. "Knock-, knock-, knock knock knock")</li> <li><b>Credentials 2: Walkie Talkie communication</b> Safety Response Team contact each specific classroom via walkie talkie notification ("Room 1, This is [John Doe], all clear to unlock the door.")</li> <li><b>Credential 3: Paper communication</b> <ul style="list-style-type: none"> <li>Safety Response Team will slide a <b>BLUE sheet of paper</b> under the door from outside the classroom to the inside.</li> <li>Staff inside the classroom will have to slide a <b>RED sheet of paper</b> under the door to the outside of the classroom in response as the confirmation of receiving the true release order. <b>Do not</b> slide the paper back if the intruder is inside the room. The red paper is usually by the door.</li> </ul> </li> </ul> </li> <li>When all three credentials are cleared, say "Thank you, you can safely unlock your room".</li> <li>When teachers open the room, return the PURPLE sheet and retrieve the BLUE sheet. Ask teachers and students to stay quiet until all rooms are cleared.</li> </ul>
Step 7 School-wide clearance	<ul style="list-style-type: none"> <li>When all classrooms are cleared, make the announcement via PA system, phone speaker, walkie talkies and WeChat group chat: <i>"The school is all cleared. You can return to normal activities."</i></li> </ul>

Active Shooter Emergency Response - For Safety Response Team in a real active shooting	
Step 1 Announcement	<ul style="list-style-type: none"> <li>If an active shooter is identified, immediate announcements will be heard via PA system, phone speaker, walkie talkies and [WeChat group chat or similar communication method used by staff, if any]: <i>"Lockdown. This is a lockdown. Lockdown. All students and staff lockdown."</i></li> </ul>
Step 2 Call 911	<ul style="list-style-type: none"> <li>Administrative staff to call 911 immediately and inform the operator that there is an active shooter or intruder in or around the school.</li> </ul>
Step 3 Shelter	<ul style="list-style-type: none"> <li>In the case of a shooting or suspected intruder, the first priority is to shelter students and staff. Get into the nearest room to hide and shelter.</li> </ul>

	<ul style="list-style-type: none"> <li>• Check common areas for students and guide them to a lockdown location ONLY IF the condition is evaluated to be safe enough to do so.</li> <li>• Take walkie talkies and turn them on and on Channel 1. Please keep the volume as low as possible.</li> <li>• Close and lock doors. Close and lock windows and shut the blinds. Turn off lights. Keep quiet.</li> <li>• Hide in the room and stay invisible from outside.</li> </ul>
Step 4 Follow Police Instruction	<ul style="list-style-type: none"> <li>• Follow the instruction when police arrives (such as release classrooms, evacuate, initiate reunification, inform families, clear all school, etc.)</li> </ul>

## Bomb Emergency

Bomb Threat (By Phone) Emergency Response	
Step 1 Answer the call	<ul style="list-style-type: none"> <li>• Notify Administrative Staff immediately <ul style="list-style-type: none"> <li>○ [Identify contact person for each school site]</li> </ul> </li> <li>• Try to maintain the caller on the line and obtain information from the caller such as where the bomb is, where it is set to explode, what it looks like, what kind of bomb it is, why it is there and who the caller is. Note any identifying features about the caller (i.e. gender, speech patterns, background noise, identifying location).</li> </ul>
Step 2 Call 911	<ul style="list-style-type: none"> <li>• Administrative staff to call 911 immediately and inform the operator that there is a current bomb threat on another phone line and provide the number of the line.</li> </ul>
Step 3 Team Touchbase	<ul style="list-style-type: none"> <li>• Immediately gather the Safety Response Team</li> <li>• Make quick discussion based on the information from the call and decide <ul style="list-style-type: none"> <li>○ Whether the students should duck and cover</li> <li>○ How to evacuate students in the area where the bomb is claimed to be at</li> <li>○ Whether we should evacuate all students</li> <li>○ Other response plan impacted by the bomb threat information</li> </ul> </li> </ul>
Step 4 Announcement	<ul style="list-style-type: none"> <li>• Safety Response Team staff will make announcements as soon as possible over the phone speaker, with the signal <ul style="list-style-type: none"> <li>○ If duck and cover: <b><i>“Emergency. Duck and Cover. Emergency. Duck and Cover.”</i></b></li> <li>○ If evacuated: <b><i>“Emergency. Leave the building. Evacuate the building. Emergency. Leave the building. Evacuate the building.”</i></b></li> <li>○ If other instructions are more appropriate, make announcements accordingly.</li> </ul> </li> </ul>
Step 5 Cover/Evacuate	<ul style="list-style-type: none"> <li>• If walkie talkies are not already on, turn on walkie talkies to Channel 1. Classroom teachers to take Emergency Backpack and Emergency Contact Roster</li> <li>• Use radios, two-way radios and phones only if absolutely necessary as the frequencies may set off the bomb(s).</li> <li>• Based on the announcement, duck and cover or evacuate using same order and routes as fire/earthquake</li> </ul>
Step 6 Take roll	<ul style="list-style-type: none"> <li>• Take roll and notify the Safety Response Team of any missing students.</li> <li>• Stay for further instruction.</li> </ul>
Step 6 Safety Team Search	<ul style="list-style-type: none"> <li>• Before emergency crews are on campus, do not search for any bomb, or explosive.</li> <li>• Search only for people who should be evacuated.</li> </ul>
Step 8 Further instructions & Return	<ul style="list-style-type: none"> <li>• Do not resume school activities until the Safety Response Team announces <b><i>“All Clear. All Clear. Please return to your normal activity.”</i></b></li> </ul>

	<ul style="list-style-type: none"> <li>• If deemed necessary, the Safety Response Team will enact the Reunification Plan at the site of evacuation, or where a Law Enforcement Agency indicates.</li> </ul>
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Bomb Threat (By Suspicious Object) Emergency Response	
Step 1 Discover the object	<ul style="list-style-type: none"> <li>• Notify Administrative Staff immediately               <ul style="list-style-type: none"> <li>◦ [Identify contact person for each school site]</li> </ul> </li> <li>• Do not touch the object but note any identifying features to describe it to the Safety Response Team and Emergency crews (Fire Department or Police Department)</li> <li>• Keep students away from the vicinity of the suspicious object</li> </ul>
Step 2 Call 911	<ul style="list-style-type: none"> <li>• Administrative staff to call 911 immediately and inform the operator that there is a current bomb threat on another phone line and provide the number of the line.</li> </ul>
Step 3 Team Touchbase	<ul style="list-style-type: none"> <li>• Immediately gather the Safety Response Team</li> <li>• Make quick discussion based on the information from the call and decide               <ul style="list-style-type: none"> <li>◦ Whether the students should duck and cover</li> <li>◦ How to evacuate students in the area where the bomb is claimed to be at</li> <li>◦ Whether we should evacuate all students</li> <li>◦ Other response plan impacted by the bomb threat information</li> </ul> </li> </ul>
Step 4 Announcement	<ul style="list-style-type: none"> <li>• Safety Response Team staff will make announcements as soon as possible over the phone speaker, with the signal               <ul style="list-style-type: none"> <li>◦ If duck and cover: <b><i>“Emergency. Duck and Cover. Emergency. Duck and Cover.”</i></b></li> <li>◦ If evacuated: <b><i>“Emergency. Leave the building. Evacuate the building. Emergency. Leave the building. Evacuate the building.”</i></b></li> <li>◦ If other instructions are more appropriate, announce accordingly.</li> </ul> </li> </ul>
Step 5 Cover/Evacuate	<ul style="list-style-type: none"> <li>• If walkie talkies are not already on, turn on walkie talkies to Channel 1. Classroom teachers to take Emergency Backpack and Emergency Contact Roster</li> <li>• Use radios, two-way radios and phones only if absolutely necessary as the frequencies may set off the bomb(s).</li> <li>• Based on the announcement, duck and cover or evacuate using same order and routes as fire/earthquake</li> </ul>
Step 6 Take roll	<ul style="list-style-type: none"> <li>• Take roll, and notify the Safety Response Team of any missing students.</li> <li>• Stay for further instruction.</li> </ul>
Step 7 Safety team search	<ul style="list-style-type: none"> <li>• Before emergency crews are on campus, do not search for any bomb, or explosive.</li> <li>• Search only for people who should be evacuated.</li> </ul>
Step 8 Further instructions & Return	<ul style="list-style-type: none"> <li>• Do not resume school activities until the Safety Response Team announces <b><i>“All Clear. All Clear. Please return to your normal activity.”</i></b></li> <li>• If deemed necessary, the Safety Response Team will enact the Reunification Plan at the site of evacuation, or where a Law Enforcement Agency indicates.</li> </ul>

## Other Emergency Situations

### ***Flood/Severe Weather***

Warnings of severe weather are usually received via public radio or the State Warning Center. If time and conditions permit, students may be sent home. However, if the

weather conditions develop during school hours, without sufficient warning, students should be held at school.

1. Principal/Learning Director will assess the situation.
2. Safety Response Team will make an announcement over the phone speaker and walkie talkie to evacuate, stand by, stay indoors or may release students to go home.
3. Safety Response Team will listen to the battery or crank-operated radio for further emergency information.

### ***Electrical/Gas/Water Failure***

1. Principal/Learning Director will notify the electrical company at [insert electric company phone number], water utility company at [insert water utility phone number] and/or the Fire Department at [insert fire dept phone number].
2. Safety Response Team will make an announcement over the PA or megaphone to evacuate or stand by.
3. Office staff and classroom teachers turn off computers and other equipment that might be damaged by a power surge when the service is restored.

### ***Chemical Spill/Biological Threat***

If substance released indoors:

1. Safety Response Team will make an announcement over the intercom speaker or walkie talkie to evacuate the building.
2. Safety Response Team will call 911 and the local fire department.
3. Safety Response Team locks or ropes off area – DO NOT TOUCH ANYTHING.
4. Evacuate room and TURN OFF air conditioning system.
5. If N95 masks are accessible, all staff and students should place them over their noses and mouths.
6. Any persons who contacted the substance should wash with soap and water in the bathroom. Contaminated clothing should be immediately removed. Contaminated persons should remain in the bathroom separate from the general school population. A list of contaminated persons should be provided to the Principal/Learning Director.
7. Safety Response Team should check for chemical safety data to determine clean-up procedure with custodians.

If substance released outdoors:

1. Upon hearing of a chemical leak (usually from the fire department or other city office) the Principal/Learning Director will determine if students should be evacuated.
2. Safety Response Team will make an announcement over the PA or megaphone to evacuate the building or stay indoors.
3. Close doors and windows and TURN OFF air conditioning / HVAC system.
4. If N95 masks are accessible, all staff and students should place them over their nose and mouth.
5. If it is necessary to leave the site, move crosswind, never more directly with or against the wind which may carry fumes.
6. Any persons who contacted the substance should wash with soap and water in the bathroom. Contaminated clothing should be immediately removed. Contaminated persons should remain in the bathroom separate from the general school population. A list of the contaminated people should be provided to the Principal/Learning Director.
7. Give first aid.
8. Do not reopen the school campus until ALL CLEAR response is activated by the Safety Response Team.

### ***Explosion***

If explosion is indoors on school campus:

1. All drop down to the floor and DROP AND COVER.
2. Turn away from the windows.
3. Take cover under a desk or table or against an interior wall.
4. Cover head with arms or hold to the cover.
5. After the initial blast, the Safety Response Team will consider the possibility of another imminent explosion, call 911 and elect the appropriate response which may include staying indoors or evacuating the building.
6. Once safely assembled in the Emergency Meeting Area, Teachers will take roll and report missing persons to the Safety Response Team.

If explosion is outdoors in surrounding areas:

1. Safety Response Team will activate STAY INDOORS.
2. Safety Response Team will call 911.
3. All remain indoors until the ALL CLEAR signal is given by the Safety Response Team.

### ***Death/Suicide***

1. Board Leadership and the Principal/Learning Director will be notified in the event of a death or suicide on campus.
2. Safety Response Team will phone 911 and the County Office of Education.
3. Safety Response Team will activate STAY INDOORS.
4. Principal/Learning Director will control and organize media.
5. Safety Response Team and/or Principal/Learning Director will notify relatives where the victim(s) have been taken and not divulge unnecessary details.

6. Assigned person(s) will ensure that counseling services are available as soon as possible.

### **Adaptation for Students with Disabilities**

Students with known disabilities should have emergency response accommodations noted in their 504 or IEP to indicate additional assistance that may need to be implemented in case of various emergencies covered by this safety plan. Students with known disabilities will also have a pre-designated location in their classrooms that are reserved for them during lockdown, shelter-in-place, and earthquakes.

In the event of an emergency, students with disabilities may have an additional staff person assigned to their classroom to carry out accommodations and assistance with disaster response procedures. The additional staff person will assist the student and teacher during the emergency response.

### **General Strategies for Assisting Individuals with Disabilities During an Evacuation**

The needs and preferences of non-ambulatory individuals will vary. Those at ground floor locations may be able to exit without help. Others may have minimal ability to move, and lifting may be dangerous. Some non-ambulatory people also have respiratory complications. Remove them from smoke and vapor immediately.

#### **To alert visually impaired individuals**

- ❑ Announce the type of emergency.
- ❑ Offer your arm for guidance.
- ❑ Tell the person where you are going, obstacles you encounter.

When you reach safety, ask if further help is needed.

#### **To alert individuals with hearing limitations**

- ❑ Turn lights on/off to gain a person's attention -OR-
- ❑ Indicate directions with gestures -OR-

Write a note with **EVACUATION** directions.

#### **To evacuate individuals using crutches, canes or walkers**

- ❑ **Evacuate** these individuals as injured persons.
- ❑ Assist and accompany to **EVACUATION** site, if possible -OR-
- ❑ Use a sturdy chair (or one with wheels) to move person -OR-

Help carry individuals to safety.

#### **To evacuate individuals using wheelchairs**

- ❑ Give priority assistance to wheelchair users with electrical respirators.
- ❑ Most wheelchairs are too heavy to take downstairs; consult with the person to determine the best carry options.

Reunite the person with the wheelchair as soon as it is safe to do so.

## Reunification Plan

After an emergency situation is resolved, if deemed necessary, we will initiate the reunification process where all students must be picked up by a parent, guardian, or authorized caregiver.

### Reunification from Classrooms

Step 1 Return	<ul style="list-style-type: none"> <li>Teachers will lead their students to return to homeroom classrooms quietly.</li> </ul>
Step 2 Role Assignment	<p>Safety Response Team will assign members to the following roles:</p> <ul style="list-style-type: none"> <li>(1) Identifier: to located at Point of Entry, equipped with a list of students and their parents</li> <li>(2) Runners: to retrieve students from classrooms</li> <li>(1) Guard at Point of Exit: to prevent unauthorized entrance</li> </ul>
Step 3 Area Designation	<p>The Safety Response Team will designate the following areas and mark with signage</p> <ul style="list-style-type: none"> <li>○ <b>Point of Entry</b> - Front gate</li> <li>○ <b>Reunification Point</b> - Classrooms</li> <li>○ <b>Point of Exit</b> – Side gate</li> <li>○ <b>First Aid Station</b> - Office</li> </ul>
Step 4 Student Release Procedure	<ul style="list-style-type: none"> <li>Parents will come to the Point of Entry and fill out a Student Release Form with the student name, grade and class and provide proof of identity.</li> <li>The Identifier on the Safety Response Team will be at the Point of Entry with a list of students and their parents, and will verify all information.</li> <li>Once identity is verified, a Runner will collect the Student Release Form and retrieve the student from their classroom and bring them to the Reunification Point. The parent will be directed to the Reunification Point as well.</li> <li>Support Services will be available at the Reunification Point</li> <li>Once the parent and the student are ready to leave, they will be escorted through the Point of Exit.</li> </ul>

### Reunification from Evacuation Point

Step 1 Line-up	<ul style="list-style-type: none"> <li>Students will line up with their homeroom teacher and sit quietly. Classes will be lined up according to grade.</li> </ul>
Step 2 Role Assignment	<p>Safety Response Team will assign members to the following roles:</p> <ul style="list-style-type: none"> <li>(1) Identifier: to located at Point of Entry, equipped with a list of students and their parents</li> <li>(2) Runners: to retrieve students from classrooms</li> <li>(1) Guard at Point of Exit: to prevent unauthorized entrance</li> </ul>
Step 3 Area Designation	<p>The Safety Response Team will designate the following areas and mark with signage</p> <ul style="list-style-type: none"> <li>○ <b>Point of Entry</b> - Front gate</li> <li>○ <b>Reunification Point</b> - Classrooms</li> <li>○ <b>Point of Exit</b> – Side gate</li> <li>○ <b>First Aid Station</b> - Office</li> </ul>
Step 4 Student Release Procedure	<ul style="list-style-type: none"> <li>Parents will come to the Point of Entry and fill out a Student Release Form with the student name, grade and class and provide proof of identity.</li> </ul>



	<ul style="list-style-type: none"> <li>• The Identifier on the Safety Response Team will be at the Point of Entry with a list of students and their parents, and will verify all information.</li> <li>• Once identity is verified, a Runner will collect the Student Release Form and retrieve the student from their classroom and bring them to the Reunification Point. The parent will be directed to the Reunification Point as well.</li> <li>• Support Services will be available at the Reunification Point</li> <li>• Once the parent and the student are ready to leave, they will be escorted through the Point of Exit.</li> </ul>
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### Safety Response Team Members

Name	Role
Name	Role/Title
Name	Role/Title
Name	Role/Title
Name	Role/Title

### Emergency Drill Schedule

It is the Operations Team’s responsibility to schedule emergency drills throughout the year and record the date and time of each drill. The following drills are required:

- **Fire Drill:** At least once per quarter, a fire drill should be conducted in which all pupils, teachers, and other employees are required to vacate the building. The fire alarm should be tested every month, but this can be completed while students are off site in months when a fire drill is not performed.
- **Earthquake Drop & Cover Drill:** This drill should be performed twice per school year.
- **Major Disaster Drill:** This drill should be performed twice per school year so personnel are oriented to the School’s Major Disaster Plan.
- **Lock Down Drill:** This drill should be performed twice per school year.

Below is the drill schedule for our 2024-25 school year:

Drill	Date	Day	Time
Fire 1	8/21/24	WE	TBD
Lock Down 1	9/12/24	TH	TBD
Fire 2	9/24/24	TU	TBD
Fire 3	10/18/24	FR	TBD
Bomb Threat	11/6/24	WE	TBD
Earthquake 2	1/16/25	TH	TBD
Fire 3	2/14/25	FR	TBD
Lockdown 2	3/24/25	MO	TBD
Fire 4	4/24/25	TH	TBD

*\*Dates and times are subject to change.*

## Training

We provide training on emergency drills to teachers and staff during our beginning of the year professional learning week as well as on the professional learning day on each Friday before the drill. We also send out email reminders on the drill procedures one day before the drill to remind the teachers.

Teachers conduct training for students according to their own schedule.

Safety Response Team developed checklists for every type of drill. We consolidate feedback for improvement after each drill, update our drill procedures as needed, and re-train the teachers and students accordingly.

## Emergency Contact Datasheet

### Emergency Phone Numbers

Entity	Number
Emergency	911
[Local] Police Department	###-###-####
[Local] Fire Department	###-###-####
American Red Cross, [local branch]	###-###-####
County Sheriff, Div. of Emergency Mgmt.	###-###-####
Identify local hospital(s) for emergency services	###-###-####
Electric Utility	###-###-####
Water Utility	###-###-####
Identify a local poison control hotline	###-###-####

### Emergency Broadcast Stations

- Insert local emergency broadcast station frequencies

## **School Maps**

Insert an aerial or bird's-eye view campus map that has an evacuation route and other pertinent information, such as fire extinguishers, Automatic External defibrillator locations if any, epinephrine injector locations if any, etc.

## IV. SEMS (Standardized Emergency Management System Plan)

### Roles and Responsibilities

Incident Commander: [Insert Name]

The Incident Commander is the decision maker for the impacted school who is responsible for emergency operations to ensure safety of students, staff and others who are on campus. The Incident Commander (IC) shall remain at the Command Center to observe and direct all operations. Below is a checklist of responsibilities (can be delegated).

1. Assume command
2. Communicate a "signal" to the students and staff identifying the type of emergency
3. Call 911
4. Notify other administration leaders, Campus Supervisors, Support Staff, and on-campus child care of the emergency
5. Activate the Emergency Plan components as needed (Command Staff, Plans, Operations, Logistics, and/or Finance) and establish a Command Center
6. Conduct initial briefing with the Command Staff
7. Monitor local emergency radio stations for local news
8. Utilize your Deputy Incident Commander to cover the Command Center, take regular breaks (5 minutes each hour, away from the Command Center)
9. Create an action plan with specific objectives including strategies to review and evaluate
10. Make provisions for language translators
11. Release teachers, as appropriate
12. Public Information Officer Review all incident information before release to the news media, parents or general public
13. Signal all-clear (Police Only will signal; if present)
14. Begin "Student Release Procedures" when appropriate.
15. Create an action plan with specific objectives for returning to normal operations
16. Debrief staff, parents/community, and students

Deputy Incident Commander: [Insert Name]

The Deputy Incident Commander assists the IC and takes over the duties of the IC if the IC is absent, has to leave or is unable to do his/her job. Below is a checklist of responsibilities.

1. Report to, attend briefings from, and assist the IC
2. Keep unauthorized people away from the IC
3. Responsible for Emergency Plans

Command Staff - Emergency Operations Coordinator: [Insert Name]

The Emergency Operations Coordinator facilitates the overall functioning of the Command Staff. Below is a checklist of responsibilities.

1. With the assistance of the Liaison Officer, coordinate outside agencies and define roles/responsibilities
2. Report to IC and attend briefings
3. Assist unit coordinators (Plans, Operations, Logistics and Finance), as needed
4. Indicate the process for emergency declarations
5. Develop status boards
6. Maintain a "position" log of staff
7. Monitor Command Staff for signs of stress or under-performance
8. Fill any unstaffed positions

Command Staff - Safety Officer: [Insert Name]

The Safety Officer ensures that all activities are conducted in as safe a manner as possible under the circumstances. The Safety Officer is the only person other than the IC who has the authority to stop an authorized plan from being put into action. Below is a checklist of responsibilities.

1. Attend briefings with IC
2. Monitor, assess, and correct operational activities for dangerous and unsafe conditions
3. Monitor stress levels of personnel involved in the response
4. If directed by IC, turn off gas supply, water supply and/or electricity
5. Oversee "Logistics" for equipment and supplies

Command Staff - Training Coordinator/Student Support Services: [Insert Name]

The Training Coordinator is responsible for all training prior to the incident. Below is a checklist of responsibilities.

1. Attend briefings with IC
2. Train staff prior to an emergency

Command Staff - Public Information Officer: [Insert Name]

The Public Information Officer acts as the official spokesperson for the school site in an emergency situation. A school site-based PIO should only be used if the media is on campus and the school PIO is not available or forthcoming. Below is a checklist of responsibilities.

1. Contact the Principal/Learning Director, Office Manager, School Board, and families as appropriate.

2. Contact administrator in charge of student support services to assign psychologists and counselors to the site.
3. Attend briefings with IC.
4. Identify yourself as the "PIO" with a vest, visor, or sign.
5. Establish a media information center away from the command post and students. Advise arriving media that the site is preparing a press release and approximate time of its issue.
6. Statements to media should include the following: cause, time, event, current situation, care being given, injuries, evacuation plans, student release location, resources in use, best routes to school, and any other information school wishes to be released to the public.
7. Convey that everything is going to be okay. Answer questions completely and truthfully. Avoid speculation, bluffing, inaccuracies, talking off the record, arguing and using the phrase "no comment." Repeat what you want the press to hear.
8. Ensure announcements and other information are translated into other languages as needed.
9. Assist with rumor control.
10. Keep all documentation to support the history of the event.
11. Remind staff and volunteers to refer all questions from media or waiting parents to the PIO.
12. Monitor new broadcasts about the incident; correct any misinformation heard.

Plans Chief: [Insert Name]

The Plans Chief oversees the function of the action plan by documenting, disseminating information, assessing the seriousness of the incident, demobilization, etc. Staff is assigned to assist with these jobs. Below is a checklist of responsibilities.

1. Attend briefings with IC
2. Documentation Team
  - a. Develop, distribute, and document all actions and site maps
  - b. Receive and record student/staff attendance rosters
  - c. Collect completed student release forms from the Parent Emergency pick-up location
  - d. Complete a list of students/staff missing, absent, and medical for Emergency pick-up location
3. Message Team
  - a. Maintain a message board
4. Communication Team
  - a. Record, collect, and evaluate information (keep all original notes – they are legal documents)
  - b. Monitor radio for local news
  - c. Maintain display boards for shelter status, transportation status, telephone numbers, school status, etc.
5. Damage Assessment Team
  - a. Report damage to Plans Chief who will report to IC

- b. Use site and area maps to record site and surrounding area damages (i.e. road closures, utility outages, etc.)
- 6. Demobilization Team
  - a. Deploy and supervise personnel as needed to gather and assess intelligence information
- 7. Disaster Plan Update Team
  - a. Provide ongoing analysis of situation to Plans Chief who will report it to IC
  - b. Report status of resources
  - c. Prepare estimates of incident escalation or de-escalation
  - d. Report missing, absent, and medical students/staff to IC
- 8. Web Page Update Team
  - a. Using the school's or district's web page, communicate disaster updates to the community

Operations Chief: [Insert Name]

The Operations Chief exercises the functions of the operation by carrying out the plan, developing tactical objectives and directing all resources. Staff is assigned to assist with the jobs. Below is a checklist of responsibilities

- 1. Attend briefings with IC
- 2. Search and Rescue Team
  - a. Remain in contact with Operations Chief by radio
  - b. Search rooms both visually and vocally. Use chalk, grease pencil, etc. to mark slash (/) on door when entering room, and when leaving room complete search by closing slash in (X) on door.
  - c. As rooms are reported clear, radio to Operations Chief to mark "C" on site map
  - d. Utilize other teams as needed (Patient Transport, Morgue and First Aid). Do not use names of students/staff on radio/map
  - e. Record Triage on site map (I – Immediate; D – Delay; and DEAD – Dead)
- 3. Facilities/Hazardous Materials Team
  - a. Report gas/water leaks, fires or structural damage, to Operations Chief (gas, water and electricity shut-off needs approval of IC. Use yellow caution tape where necessary
  - b. Record assessment of facilities and hazardous materials on site map
  - c. Photograph damage if possible before repair
- 4. Security Team
  - a. Lock gates and secure major external doors
  - b. Verify that campus is locked down to Operations Chief, who will report it to IC
  - c. Report non-staff and non-students to Operations Chief, who will report it to IC
  - d. Route all parents to "Parent Pick-up Area"
- 5. Patient Transport and Morgue Team

- a. Transport patients to First Aid; do not transport to morgue unless directed by Operations Chief
  - b. Mark DEAD on tag listing date/time found, exact location found, name of DEAD, person who identified, and name of person filling out tag; attach one tag to DEAD and one tag to plastic bag if body is in bag
6. Medical-First Aid Team
- a. Keep accurate records
  - b. Report deaths immediately to Operations Chief who will report it immediately to IC
  - c. Establish what I-Immediate and D-Delayed treatments will be
  - d. Consult with Wing Leaders regarding health care, medications, and meals for students and staff with known medical conditions (asthma, diabetes, etc.)
  - e. Establish scope of disaster with Operations Chief and determine probability of outside emergency medical support and transport needs. Emergency card must accompany student removed from campus to receive advanced medical treatment
7. Parent Pick-up Team (in reunification process)
- a. Designate "Request Area/Gate" and "Release Area/Gate" for parents to pick-up; mark with signs
  - b. Verify that adult completing student release form is on student's emergency card; retain form for record
  - c. If student is in class, have runner go to class and bring student to pick-up area
  - d. Release younger students first
  - e. Escort parent to Safety Response Team if student is missing or with Search and Rescue Team
  - f. Escort parent to medical area if student is receiving treatment
  - g. Teachers/Staff Wing Leaders
  - h. Liaison between teams and students/staff for communication, assistance, etc.
  - i. Assist teachers with attendance; buddy system and supervisor, if needed
8. Shelter Set-up Team
- a. Sleeping/living areas should be 40 square feet per person and good ventilation
  - b. Designate storage area for food and supplies that can be accessed by truck
  - c. Improvise toilets, if necessary using 5 gallon buckets/trash cans and trash liners
  - d. Keep medication locked up, if possible

Logistics Chief: [Insert Name]

The Logistics Chief is responsible for providing facilities, personnel, services and resources to meet the needs of the incident. Below is a checklist of responsibilities.



1. Attend briefings with IC
  - a. Supply Teams (Command, Search and Rescue, Medical, Student/Staff, Transport, Morgue, and Builders/Sanitation)
  - b. Maintain a visible chart of resources
  - c. Determine water supply needs (1/2 gallon/day/person and 5 gallons/day for other uses)
  - d. Determine food supply needs (2500 calories/day/person; approximately 3 ½ pounds unprepared food)
  - e. Obtain supplies other than food and water
  - f. Provide ability to transport staff/students if necessary throughout the city (i.e. medical, etc.)
2. Builders/Sanitation Team
  - a. Set up food preparation facilities, command post shelter area, parent pick-up area, supply check-out area, medical area, assembly area, morgue, etc.
  - b. Obtain sanitary supplies (1 toilet/40 persons; 6 toilets/200 persons; 14 toilets/500 persons)
  - c. Maintain computer support

Finance Chief: [Insert Name]

The Finance Chief is responsible for monitoring costs related to incident, procurements, claims and community helpers. Below is a checklist of responsibilities.

1. Attend briefings with IC
2. Claims/Procurements /Community Helpers Team
  - a. Track financial records, staff hours, purchasing, etc.
  - b. Complete state and federal claim forms for IC
  - c. Make prior agreements with close stores (i.e. Safeway, etc.) for supplies
  - d. Make prior arrangements with community helpers (i.e. retired doctors, etc.)
  - e. Do a cost analysis of incident/disaster

## **V. School Safety Practices, Policies and Procedures**

### **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian 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 to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

San Benito County Polytechnic Academy 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.

### **Suspension and Expulsion Policy and Procedures**

[Insert school's Suspension and Expulsion Policy and Procedures language here, or preferably, include in a policy appendix to be attached at the end of the safety plan.]

### **Notification of Dangerous Pupils**

[Insert school's Notification re Dangerous Pupils Policy language here, or use the following sample language.]

San Benito County Polytechnic Academy desires to provide a safe, orderly working environment for all employees. The school shall ensure that employees are informed, in accordance with law, regarding crimes and offenses by students who may pose a danger in the classroom. Pursuant to Welfare & Institution Code section 827(b) and Education Code section 48267, a criminal court will notify school administration when a student has engaged in certain criminal conduct. This information is forwarded to the Principal/Learning Director, who is responsible for prompt notification of the student's teachers, other administrators, and the student's counselor. This information must be kept confidential and may not be disseminated by any employee receiving such a notification to any other person.

Additionally, all teachers will be provided with a list of students in their classes who have one or more suspensions of a serious or violent nature in the current year or in the previous three years. This information will be provided at the beginning of the year or semester or whenever new students are enrolled or added to a class. Teachers will be advised that such information is confidential and not to be further disseminated.

## **Anti-Discrimination/Anti-Harassment Policy and Hate Crime Reporting**

### Harassment, Intimidation, Discrimination & Bullying Policy

[Insert school's Harassment, Intimidation, Discrimination & Bullying Policy language here or add it as an appendix item.]

### Hate Crime Reporting Procedures and Policies

[Insert school's hate crime reporting policies and procedures here or add it as an appendix item.]

## **School Dress Code**

[Include description of the provisions of a school-wide dress code, if applicable, in addition to the following sample prohibition on gang-related attire.]

Any clothing, signs, attire, or paraphernalia which are identified by site administration as being "gang related" or which cause rival gangs to be openly hostile to each other or create an atmosphere of intimidation on campus may be forbidden. Students are prohibited from wearing gang-related apparel, carrying gang paraphernalia, or making gestures that symbolize gang membership when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities.

## **Safe Ingress/Egress Procedures**

### Classroom and School Volunteer, Visitation, and Removal Policy

[Insert school's Volunteer and Visitation policy language.]

### Drop-off And Pick-up Policy

[Include description of drop-off and pick-up procedures and map/diagram illustrating same.]

## **Safe and Orderly Environment/Disciplinary Procedures**

San Benito County Polytechnic Academy maintains a safe and orderly learning environment by, among other things, enforcing its rules and procedures on student discipline as set forth in this safety plan and in the Student Handbook.

San Benito County Polytechnic Academy students are required to adhere to the Student Code of Conduct, which is included in the Student Handbook.

## **Reporting of Dangerous, Violent, or Unlawful Activities**

San Benito County Polytechnic Academy takes its role in providing a safe and trusted learning environment very seriously. If any student, family member, or member of San Benito County Polytechnic Academy's extended community learns of any dangerous, violent, or unlawful activity that they believe has occurred, is occurring, or may occur at the school or at or near any school-sponsored or school-related event or location, they are strongly encouraged to report that activity—anonously if necessary—to the Principal/Learning Director.

A report can be sent by a legible written note, by email, or by telephone to the following: [add contact info]. Reports should include place, time, the general nature of the activity being reported, whether any life-threatening activity or weapons are involved, and any other important details. Any report of activity that imminently threatens or involves an imminent potential loss of life should first be made to 9-1-1, immediately.

San Benito County Polytechnic Academy shall promptly review every report received as soon as possible, shall make a record of every report received, and shall make a reasonable inquiry into each, as necessary, to ensure to the greatest reasonable extent that no dangerous, violent, or unlawful act occurs at any school-related or school-sponsored event, or on school-provided transportation to any such event. The investigatory response taken by the school and actions taken will be logged as well.

## **Response to Apparent Opioid Overdose**

### **STEP 1: Evaluate for Signs of Overdose.**

- a. All employees will be trained to recognize the following signs of an opioid overdose:
  - Unconsciousness or inability to awaken;
  - Slow or shallow breathing or breathing difficulty, such as choking sounds or a gurgling/snoring noise from a person who cannot be awakened; and
  - Fingernails or lips turning blue/purple.
- b. If any person is suspected of suffering an overdose, any employee shall first attempt to stimulate the person by:
  - Calling the person's name;
  - Then, vigorously grinding knuckles into the sternum (breastbone) or rub knuckles on the person's upper lip.
- c. If the person responds, assess whether he or she can maintain

- responsiveness and breathing.
- d. Continue to monitor the person, including breathing and alertness, and try to keep the person awake and alert.
  - e. If unresponsive, call 911, consider providing rescue breathing if the person is not breathing on their own or get help from someone trained in emergency response techniques, and administer one dose of naloxone or get help from someone trained and comfortable administering a naloxone product.

**STEP 2: Call 9-1-1.** Calling 9-1-1 at the appropriate time is an essential step to getting someone with medical expertise to care for the person suspected of experiencing an opioid overdose. If no emergency medical services (EMS) or other trained personnel are on campus, activate the 9-1-1 emergency system immediately. All that needs to be reported is “Someone is unresponsive and not breathing” and then report the specific address and/or description of the location on the campus where the person is located. After relaying this information, follow the dispatcher’s instructions. If appropriate, the 9-1-1 operator will instruct you to begin CPR and implement rescue breathing, which you may perform or have another responsible and/or trained adult perform. Follow these and all instructions given by 911 operators until emergency responders arrive.

**STEP 3: Administering Naloxone.** Employees will be trained on the administration of naloxone according to the instructions provided with the naloxone product maintained at the school.

- a. If a person does not respond within 2-3 minutes after administering a dose of naloxone administer a second dose of naloxone.
- b. The duration of effect of naloxone depends on the dose, method of administration, and overdose symptoms. The goal of naloxone therapy should be to restore adequate spontaneous breathing, but not necessarily complete arousal.
- c. More than one dose of naloxone may be needed to revive someone who is overdosing. People who have taken longer acting or more potent opioids may require additional doses or forms of naloxone therapy.
- d. Comfort the person being treated, as withdrawal triggered by naloxone can feel unpleasant. Some people may become agitated or confused, which may improve by providing reassurance and explaining what is happening.

**STEP 4: Support the Person’s Breathing.** Supporting breathing is an important intervention and may be lifesaving on its own. Rescue breathing can be very effective in supporting respiration, and chest compressions can provide ventilatory support. If trained to perform rescue breathing and comfortable doing so, it is recommended that you administer it to someone experiencing opioid overdose symptoms if they are having difficulty breathing. If you are not

trained in rescue breathing or are not comfortable administering rescue breathing, call for help from school medical personnel, if any, or other individuals who may be trained in rescue breathing or other emergency medical response techniques.

- a. Rescue breathing for adults involves the following steps:
  - Be sure the person's airway is clear (check that nothing inside the person's mouth or throat is blocking the airway).
  - Place one hand on the person's chin, tilt the head back, and pinch the nose closed.
  - Place your mouth over the person's mouth to make a seal and give two slow breaths.
  - Watch for the person's chest (but not the stomach) to rise.
  - Follow up with one breath every 5 seconds.
- b. Chest compressions for adults involve the following steps:
  - Place the person on his or her back.
  - Press hard and fast on the center of the chest.
  - Keep your arms extended.

**STEP 5: Monitor the Person's Response.** All should be monitored for recurrence of signs and symptoms of opioid toxicity for at least 4 hours from the last dose of naloxone or discontinuation of naloxone infusion. Most people respond to naloxone by returning to spontaneous breathing within 2-3 minutes of receiving a dose of naloxone. Because naloxone has a relatively short duration of effect, overdose symptoms may return, so it is essential to get the person to an emergency department or other source of medical care as quickly as possible, even if the person revives after the initial dose of naloxone and seems to feel better.

#### **DO's and DON'T's:**

**DO** attend to the person's breathing and cardiovascular support needs by administering oxygen or performing rescue breathing and/or chest compressions.

**DO** administer naloxone and utilize a second dose if no response to the first dose.

**DO** put the person in the "recovery position" on the side, if you must leave the person unattended for any reason.

**DO** stay with the person and keep them warm.

**DON'T** slap or forcefully try to stimulate the person; it will only cause further injury. If you cannot wake the person by shouting, rubbing your knuckles on the sternum, or light pinching, the person may be unconscious.

**DON'T** put the person into a cold bath or shower. This increases the risk of falling, drowning, or going into shock.

**DON'T** inject the person with any substance. The only safe and appropriate treatment is naloxone.

**DON'T** try to make the person vomit drugs that may have been swallowed. Choking or inhaling vomit into lungs can cause a fatal injury.

**NOTE:** all naloxone products have an expiration date, so it is important to check the expiration date and obtain replacement naloxone as needed.

4887-7119-5571, v. 1

**SAFETY MANUAL  
&  
INJURY AND ILLNESS PREVENTION PROGRAM**

790 Bolsa Rd., Hollister, CA 95023

Phone: (831) 297-1883

Website: <https://www.poly-academy.org/>



**ACKNOWLEDGMENT OF RECEIPT OF SAFETY MANUAL & INJURY  
AND ILLNESS PREVENTION PROGRAM**

PLEASE READ THE EMPLOYEE SAFETY MANUAL & INJURY AND ILLNESS PREVENTION PROGRAM AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE OFFICE MANAGER.

EMPLOYEE NAME: \_\_\_\_\_

This is to certify that I have received a copy of the San Benito County Polytechnic Academy (“XXXX”) Safety Manual & Illness and Injury Prevention Program. I have read this document, understand it, and will comply with it while working for the School.

I understand that failure to abide by these rules may result in disciplinary action and possible termination of my employment with San Benito County Polytechnic Academy.

I also understand that I am to report any injury to my Supervisor or Manager immediately and report all safety hazards.

I further understand that I have the following rights.

- I am not required to work in any area I feel is not safe.
- I am entitled to information on any hazardous material or chemical I am exposed to while working.
- I am entitled to see a copy of the San Benito County Polytechnic Academy Safety Manual & Injury and Illness Prevention Program.
- I will not be discriminated against for reporting safety concerns.

Employee’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please sign/date, tear out, and return to the Office Manager.**

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Appendix A: Vaccination Declination form  
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## Policy Statement on Safety

The safety and health of each San Benito County Polytechnic Academy (“SBCPA”) employee is of primary importance to us. We are committed to maintaining a safe and healthful working environment, and to achieve this goal, we have developed and implemented this comprehensive Safety Manual and Injury and Illness Prevention Program (“Manual”). This Manual is designed to prevent workplace accidents, injuries, and illnesses. A complete copy of the program is maintained at our office at 790 Bolsa Rd., Hollister, CA 95023. You may ask to review it at any time. You may also contact our Office Manager at (831) 297-1883, if you have any questions or concerns.

It is the intent of San Benito County Polytechnic Academy to comply with all laws relating to occupational safety and health. Management will provide all necessary safeguards, programs, and equipment required to reduce the potential for accidents and injuries. To further increase workplace safety, we require the active participation and assistance of all employees. The policies and procedures contained in this Manual are mandatory. You should also be constantly aware of conditions in all work areas that can produce injuries or illness. No employee is required to work at a job that he or she knows is not safe. Never hesitate to inform your supervisor of any potentially hazardous situation or condition that is beyond your ability or authority to correct immediately. No employee will be discriminated against for reporting safety concerns to management.

It is the responsibility of each employee to support the company safety program and to perform in a manner that assures his or her own personal safety and the safety of others, including customers, visitors and other trades. To be successful in our endeavor, all employees on every level must adopt proper attitudes towards injury and illness prevention. We must also cooperate in all safety and health matters, not only between management and employees, but also between each employee and his or her respective coworkers. Only through such an effort can any safety program be successful. Our objective is a safety and health program that will reduce the total number of injuries and illnesses to an absolute minimum. Our ultimate goal is zero accidents.

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Office Manager

## Code of Safe Practices

### General Safety Rules

1. All persons shall follow this Code of Safe Practices and render every possible aid to safe operations.
2. Failure to abide by the Code of Safe Practices may result in disciplinary action up to and including termination.
3. Employees are to immediately report any unsafe conditions, accidents, injuries or illness to their Supervisor.
4. If you are unsure of the safe method to do your job, STOP and ask your Supervisor. Ignorance is no excuse for a safety violation.
5. No one shall be knowingly permitted to work while the employee's ability or alertness is impaired by fatigue, illness, and prescription or over the counter drugs. Employees who are suspected of being under the influence of illegal or intoxicating substances, or impaired by fatigue or an illness, shall be prohibited from working.
6. Never work while fatigued, ill, or under the influence of an illegal or intoxicating substance.
7. Anyone known to be under the influence of any drugs or intoxicating substances which impair the employee's ability to safely perform the assigned duties shall not be allowed on the job.
8. Horseplay, scuffling, fighting and other acts that tend to have an adverse influence on workplace safety or employee well-being are prohibited.
9. Work shall be well-planned and supervised to prevent injuries in the handling of materials and in working together with equipment.
10. Keep the work area clean and free of debris, electrical cords and other hazards.
11. Immediately clean up spilled liquids.
12. Always notify all other individuals in your area who might be endangered by the work you are doing.
13. Do not operate equipment that you are not familiar with. Do not attempt to use such equipment until you are fully trained and authorized.
14. You are responsible for ensuring all safety guards are operable and in place. If they are not, STOP working and tell your Supervisor.
15. Never bring firearms, weapons, illegal drugs or alcoholic beverages on school grounds.

16. XXXX will appropriately label equipment that is NOT to be operated, energized or used. All such notices and procedures must be observed and obeyed.
17. Do not block exits, fire doors, aisles, fire extinguishers, first aid kits, emergency equipment, electrical panels, or traffic lanes.
18. Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.
19. Do not run on the school site if it would be unsafe to do so.
20. Do not distract others while working. If conversation is necessary, make sure eye contact is made prior to communicating.
21. Employees shall not enter manholes, underground vaults, chambers, tanks, silos, or other similar places that receive little ventilation, unless it has been determined that it is safe to enter.
22. Employees shall ensure that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies promptly to the Supervisor.
23. Materials, tools, or other objects shall not be thrown from buildings or structures until proper precautions are taken to protect others from the falling objects.
24. Employees shall cleanse thoroughly after handling hazardous substances, and follow special instructions from authorized sources.
25. Gasoline or other flammable liquids shall not be used for cleaning purposes.
26. No burning, welding, or other source of ignition shall be applied to any enclosed tank or vessel, even if there are some openings, until it has first been determined that no possibility of explosion exists, and authority for the work is obtained from the Supervisor.

### Campus Safety

1. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas.
2. Report any suspicious persons or activities to school administration.
3. Employee desk or office should be secured at the end of the day.
4. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible.

5. Employees must immediately notify school administration when keys are missing or if security access codes or passes have been breached.

### Fire Prevention and Housekeeping

1. Always take precautions to prevent fires which may be started, particularly from oily waste, rags, gasoline, flammable liquids, acetylene torches, improperly installed electrical equipment and trash.
2. Firefighting equipment is to be inspected on a regular basis. All discharged, damaged or missing equipment is to be immediately reported to a Supervisor. Tampering with fire equipment is prohibited.
3. Access to fire extinguishers must be kept clear at all times. Make note of the location of firefighting equipment in your work area.
4. Never use gasoline or flammable solvents for cleaning purposes.
5. Smoking is prohibited within twenty (20) feet of where flammable substances are present.
6. In case of fire, employees shall consider the safety of themselves and other individuals before saving property.
7. Keep your work areas free of debris. Remove useless material from the work area as fast as required to help reduce tripping hazards.
8. Maintain awareness of potential hazards when walking about the work site.
9. Keep tools, materials and equipment out of walkways and stairways at all times.
10. Sharp wires or protruding nails must be made safe.

## General Duties and Responsibilities for Safety

A safe working environment can only be achieved and maintained when there is active interest, participation, and accountability at all levels of the organization. To ensure this, San Benito County Polytechnic Academy delegates the following safety duties by job title. Please keep in mind that this is not an all-inclusive list. In some cases employees will need to perform safety duties outside their regular responsibilities to prevent accidents.

Executive management must plan, organize, and administer the program by establishing policy, setting goals and objectives, assigning responsibility, motivating subordinates, and monitoring results. The Office Manager will support and maintain an ongoing IIPP through the following:

1. Providing clear understanding and direction to all management and employees regarding the importance of safety through the development, implementation, monitoring and revision of policy and procedures.
2. Ensuring that adequate funds are budgeted for the purchase of necessary safety materials, safety equipment, proper personal protective equipment, adequate time for employee safety training, and maintenance of tools and equipment.
3. Overseeing development, implementation, and maintenance of the IIPP and other required safety programs.
4. Maintaining an organizational commitment to accident prevention by expecting safe conduct on the part of all managers, supervisors, and employees.
5. Holding all levels of management and employees accountable for accident prevention and safety.
6. Reviewing all accident investigations to determine corrective action.

Managers and Supervisors play a key role in the prevention of accidents on the job. They have direct contact with the employees and know the safety requirements for various jobs. Safety responsibilities for these individuals include:

1. Enforce all safety rules in the Manual and ensure safe work procedures.
2. Verify corrective action has been taken regarding safety hazards and accident investigations.
3. Conduct periodic documented inspections of the school sites to identify and correct unsafe actions and conditions that could cause accidents.
4. Act as a leader in school safety policy and setting a good example by following all safety rules.
5. Become familiar with local, state, and federal safety regulations.
6. Correct unsafe acts and conditions that could cause accidents.

7. Communicate with all employees about safety and accident prevention activities.
8. Correct the cause of any accident as soon as possible.
9. Ascertain that proper first aid and firefighting equipment is maintained and used when conditions warrant its use.
10. Maintain good housekeeping conditions at all times.
11. Investigate all injuries and accidents to determine their cause and potential corrective action.
12. Ascertain that all injuries involving our employees that require medical attention are properly treated and promptly reported to the office.

The Safety Coordinator acts as a safety resource for the company and is responsible for maintaining program records. The Office Manager is currently responsible for this role. The Safety Coordinator will also be our primary person to deal with outside agencies regarding the safety program and its contents. Additional duties include:

1. Coordinate all loss prevention activities as a representative of management.
2. Act as a consultant to management in the implementation and administration of the policies set forth in this Manual.
3. Develop and implement loss prevention policies and procedures designed to ensure compliance with the applicable rules and regulations of all federal, state, and local agencies.
4. Review all accident reports to determine cause and preventability.
5. Conduct periodic reviews of the program and job sites to evaluate performance, discuss problems and help solve them.
6. Consult with representatives of our insurance companies in order that their loss control services will support the Manual.
7. Review Workers' Compensation Claims and help supply the insurance carrier with information about injured employees in order to keep loss reserves as low as possible.

Every employee is responsible for working safely, both for self-protection and for protection of fellow workers. Employees must also support all company safety efforts. Specific employee safety responsibilities include:

1. If you are unsure how to do any task safely, ask your supervisor.
2. Read and abide by all requirements of this Manual.



3. Report all accidents and injuries, no matter how minor, to your supervisor immediately.
4. Report any safety hazards or defective equipment immediately to your supervisor.
5. Never possess, or be under the influence of, alcohol or controlled substances while on the premises.
6. Never engage in horseplay or fighting.
7. Participate in, and actively support, the safety program.

## Office Safety

Office accidents can and do happen. To prevent them, San Benito County Polytechnic Academy has developed the following rules for our office staff. We will also endeavor to include office employees in periodic safety meetings. If at any time you feel there is a safety hazard, or you have any safety concerns, please do not hesitate to notify the Office Manager.

1. Report all accidents and injuries, no matter how minor, to your Supervisor immediately.
2. Correct or report any safety hazards that you observe.
3. Clean up any spilled material that may present a slipping hazard.
4. Do not stretch any cords across aisles that may present a tripping hazard.
5. No one is allowed to climb on shelves or stand on chairs; you must use a step stool or ladder.
6. Keep all legs of the chair on the floor. Do not tilt chairs too far back.
7. No one shall be in the possession of, or under the influence of, alcohol or other intoxicating substances while on the premises.
8. No horseplay will be tolerated.
9. Close file drawers when not in use.
10. Do not open more than one file drawer at a time. This could cause the cabinet to tip.
11. Do not store heavy objects above your head that could fall on you in an earthquake.
12. Do not store flammable or combustible materials near heaters or other heat sources.
13. If you are unsure how to do any task safely, ask your supervisor.
14. Do not operate any equipment you are not trained and authorized to use.
15. Always follow safe lifting procedures when lifting any object and get help for heavy loads by doing the following:
  - Bend your knees, not your back.
  - Keep the load close to body.
  - Keep your back straight.
  - Lift with your legs.
  - Do not lift and twist.

## Office Ergonomics

Studies have shown over the years that poorly designed and arranged work areas and repetitive motions can lead to a variety of injuries including carpal tunnel syndrome and tendonitis, which are often referred to as repetitive motion injuries (“RMI”). As with cancer, heart disease, and many other ailments, there are risk factors that increase an individual’s likelihood of developing RMI. If the risk factors are reduced, so are the chances of being injured. While some of these risk factors, such as family history, cannot be controlled in the employment setting, many can, including:

- The force used to perform a task;
- Posture while performing tasks;
- The number of repetitions performed in a given time period; and
- Mechanical stresses such as hard surfaces.

### Proper Adjustments to Office Equipment

The most significant RMI risk factor in office environments is poor body posture caused by improper workstation design or layout. In many cases employees are required to work in awkward positions for long periods of time. This greatly increases the likelihood of injury. Fortunately, this is often the easiest problem to correct. The goal is to perform work in neutral posture as much as possible. Neutral posture is best described as the most comfortable position and usually involves little or no twisting or deviation of the joints.

Sedentary employees are encouraged to contact the Safety Coordinator to ensure that their workstations allow for neutral posture, with respect to the position of the employee’s chair, computer keyboard, desk, computer monitor, and work product.

## Hazardous Materials and Chemicals Communication Program

It is the policy of San Benito County Polytechnic Academy that the first consideration of work shall be the protection of the safety and health of all employees. We have developed this Hazard Communication Program to ensure that materials which have been prohibited from use at public schools are not used at our school sites, and to ensure that all employees receive adequate information about the possible hazards that may result from the various materials found in our facility or used in our operations. This Hazard Communication Program will be monitored by the Office Manager, who will be responsible for ensuring that all facets of the program are carried out, and that the program is effective.

The following are a few of the common materials regulated by the program:<sup>1</sup>

- Asbestos-containing materials;
- Lead-containing materials;
- Pesticides, including antimicrobial sanitizers and disinfectants;
- Cleaning products and air purifiers; and
- Art supplies.

### Hazardous Material Inventory

The Office Manager maintains a list of all hazardous materials used in our operations or present in our facility. This list contains the name of the product, the type of product (cleaner, disinfectant, solvent, adhesive etc.) and the name and address of the manufacturer. Any toxic chemicals that are prohibited from use at a public school shall be removed from the inventory. Examples of such chemicals are certain pesticides and art supplies.

### Material Safety Data Sheets (“MSDS”)

Copies of MSDS for all hazardous substances to which our employees may be exposed will be kept in a binder in the office at 790 Bolsa Rd., Hollister, CA 95023. These MSDS are available to all employees, at any reasonable time, upon request. Copies of the most commonly used products will also be kept by the Supervisor at the work site.

The Office Manager will be responsible for reviewing incoming MSDS for new and significant health/safety information. They will ensure that any new information is passed on to the affected employees.

The Office Manager will also review all incoming MSDS for completeness. If an MSDS is missing or obviously incomplete, a new MSDS will be requested from the manufacturer. The California Occupational Safety and Health Administration (“Cal/OSHA”) will be notified if a complete MSDS is not received and the manufacturer will not supply one.

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<sup>1</sup> Please note that the following items are not included in the program: foods, drugs, cosmetics or tobacco; untreated wood products; hazardous waste; and certain consumer products packaged for sale to and use by the general public, provided that our exposure is not significantly greater than typical consumer exposure.

New materials will not be introduced into the shop or field until a MSDS has been received. The purchasing department will make it an ongoing part of their function to obtain MSDS for all new materials when they are first ordered.

### Container Labeling

All containers of hazardous substances must be correctly labeled and the label must be legible.

The label must contain:

- The chemical name of the contents;
- The appropriate hazard warnings; and
- The name and address of the manufacturer.

All secondary containers will be labeled as to their contents with a reference to the original label.

### Employee Information and Training

All employees will be provided information and training on Integrated Pest Management in accordance with the Healthy Schools Act of 2000.

### Hazardous Non-Routine Tasks

Infrequently, employees may be required to perform hazardous non-routine tasks. Prior to starting this work, each involved employee will be given information by his/her supervisor about hazards to which they may be exposed during such activity.

This information will include:

- The specific hazards;
- Protective/safety measures which must be utilized; and
- The measures the organization has taken to lessen the hazards, including special ventilation, respirators, the presence of another employee, emergency procedures, etc.

### Informing Outside Contractors and Vendors

To ensure that outside contractors are not exposed to our hazardous materials, and to ensure the safety of the contractor's employees, it will be the responsibility of the Supervisor to provide outside contractors the following information:

- The hazardous substances under our control that they may be exposed to while at the work site; and
- The precautions the contractor's employees must take to lessen the possibility of exposure.

We will obtain from outside contractors and vendors the name of any hazardous substances the contractor's employees may be using at a work site or bringing into our facility. The contractor must also supply a copy of the material safety data sheet relevant to these materials.

### Employee Rights Under the Hazard Communication Standard

At any reasonable time, an employee has the right, upon request, to:

- Access the MSDS folder, and the Hazard Communication Program;
- Receive a copy of any environmental sampling data collected in the workplace; and
- See his/her employment medical records.

## Hazard Identification and Evaluation

The following procedures are to assist in the identification and correction of hazards. These procedures are representative only and are not exhaustive of all the measures and methods that will be implemented to guard against injury from recognized and potential hazards in the workplace. As new hazards are identified and improved work procedures developed, they will be promptly incorporated into our Safety Manual.

### Loss Analysis

Periodic loss analyses will be conducted by the Office Manager. These will help identify areas of concern and potential job hazards. The results of these analyses will be communicated to management, supervision, and employees through safety meetings and other appropriate means.

### Accident Investigations

All accidents and injuries will be investigated in accordance with the guidelines contained in this program. Accident investigations will focus on all causal factors and corrective action including the identification and correction of hazards that may have contributed to the accident.

### Employee Suggestions

Employees are encouraged to report any hazard they observe to their supervisor. No employee of San Benito County Polytechnic Academy will ever be disciplined or discharged for reporting any workplace hazard or unsafe condition in good faith. However, employees who do NOT report potential hazards or unsafe conditions that they are aware of will be subject to disciplinary action.

### Regulatory Requirements

All industries are subject to government regulations relating to safety. Many of these regulations are specific to our type of business. Copies of pertinent regulations can be obtained from the Office Manager.

### Outside Agencies

Several organizations may assist us in identifying hazards in our workplace. These include safety officers from other contractors, insurance carrier safety and health consultants, private industry consultants, the fire department, and Cal/OSHA Consultation.

### Periodic Safety Inspections

Periodic safety inspections ensure that physical and mechanical hazards are under control and identify situations that may become potentially hazardous. Inspections shall include a review of the work habits of employees in all work areas. These inspections will be conducted by the Office Manager or other designated individual.

Periodic safety inspections will be conducted:

- When new substances, process, procedures or equipment are used;
- When new or previously unrecognized hazards are identified; and
- Periodically by the Safety Coordinator.

### Documentation of Inspections

Safety inspections will be documented to include the following:

- Date on which the inspection was performed;
- The name and title of person who performed the inspection;
- Any hazardous conditions noted or discovered and the steps or procedures taken to correct them; and
- Signature of the person who performed the inspection.

All reports shall be kept on file for a minimum of two (2) years.



## Hazard Correction

The following procedures will be used to evaluate, prioritize and correct identified safety hazards. Hazards will be corrected in order of priority, with the most serious hazards being corrected first.

### Hazard Evaluation

Factors that will be considered when evaluating hazards include:

- Potential severity (the potential for serious injury, illness or fatality);
- Likelihood of exposure (the probability of the employee coming into contact with the hazard);
- Frequency of exposure (how often employees come into contact with the hazard);
- Number of employees exposed;
- Possible corrective actions (what can be done to minimize or eliminate the hazard); and
- Time necessary to correct (the time necessary to minimize or eliminate the hazard).

### Techniques for Correcting Hazards

- 1. Engineering Controls:** Could include machine guarding, ventilation, noise reduction at the source, and provision of material handling equipment. These are the first and preferred methods of control.
- 2. Administrative Controls:** The next most desirable method would include rotation of employees or limiting exposure time.
- 3. Personal Protective Equipment:** Includes hard hats, hearing protection, respirators and safety glasses. These are often the least effective controls for hazards and should be relied upon only when other controls are impractical.

### Documentation of Corrective Action

All corrective action taken to mitigate hazards should be documented. Depending on the circumstances, one of the following forms should be used:

- Safety Contact Report;
- Safety Meeting Report;
- Memorandum or letter; or
- Safety inspection form.

All hazards noted on safety inspections will be rechecked on each subsequent inspection and notations made as to their status.

## Bloodborne Pathogen Exposure Control Plan

The Office Manager, or designee, shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Office Manager, or designee, shall establish a written “Exposure Control Plan” designed to protect employees from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

The Board shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the Charter School’s “Exposure Control Plan,” employees having occupational exposure shall be trained in accordance with applicable state regulations (8 CCR 5193) and offered hepatitis B vaccination.

The Office Manager, or designee, may exempt designated first-aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations.

Any employee not identified as having occupational exposure in the Charter School’s exposure determination may petition to be included in the Charter School’s employee in-service training and hepatitis B vaccination program. Any such petition should be submitted to the Office Manager, or designee, who shall evaluate the request and notify the petitioners of his/her decision. The Office Manager, or designee, may deny a request when there is no reasonable anticipation of contact with infectious material.

## Safety Communication

This section establishes procedures designed to develop and maintain employee involvement and interest in the Safety Manual and IIPP. These activities will also ensure effective communication between management and employees on safety related issues that is of prime importance to San Benito County Polytechnic Academy.

The following are some of the safety communication methods that may be used:

1. Periodic safety meetings with employees that encourage participation and open, two-way communication.
2. New employee safety orientation and provision of the Code of Safe Practices.
3. Provision and maintenance of employee bulletin boards discussing safety issues, accidents, and general safety suggestions.
4. Written communications from management or the Safety Coordinator, including memos, postings, payroll stuffers, and newsletters.
5. Anonymous safety suggestion program.

Employees will be kept advised of highlights and changes relating to the safety program. Management shall relay changes and improvements regarding the safety program to employees, as appropriate. Employees will be involved in future developments and safety activities, by requesting their opinions and comments, as necessary.

All employee-initiated safety related suggestions shall be properly answered, either verbally or in writing, by the appropriate level of management. Unresolved issues shall be relayed to the Office Manager.

All employees are encouraged to bring any safety concerns they may have to the attention of management. San Benito County Polytechnic Academy will not discriminate against any employee for raising safety issues or concerns.

San Benito County Polytechnic Academy also has a system of anonymous notification whereby employees who wish to inform the company of workplace hazards without identifying themselves may do so by phoning or sending written notification to the following address:

ATTN: Office Manager  
San Benito County Polytechnic Academy  
790 Bolsa Rd., Hollister, CA 95023  
Phone: (831) 297-1883

## Employee Safety Training

San Benito County Polytechnic Academy is committed to instructing all employees in safe and healthful work practices. Awareness of potential hazards, as well as knowledge of how to control them, is critical to maintaining a safe and healthful work environment and preventing injuries. To achieve this goal, we will provide training to each employee on general safety issues and safety procedures specific to that employee's work assignment.

Such training provides the following benefits:

- Makes employees aware of job hazards;
- Teaches employees to perform jobs safely;
- Promotes two (2) way communication;
- Encourages safety suggestions;
- Creates interest in the safety program; and
- Fulfills Cal/OSHA requirements.

Every new employee will be given instruction by his/her Supervisor in the general safety requirements of their job. A copy of our Code of Safe Practices shall also be provided to each employee.

Managers, Supervisors, and employees will be trained at least twice per year on various accident prevention topics.

Employee training will be provided at the following times:

1. All new employees will receive a safety orientation their first day on the job.
2. All new employees will be given a copy of this Manual (which includes our Code of Safe Practices) and will be required to read and sign for it.
3. All employees given a new job assignment for which training has not been previously provided will be trained before beginning the new assignment.
4. Whenever new substances, processes, procedures or equipment that represent a new hazard are introduced into the workplace.
5. Whenever San Benito County Polytechnic Academy is made aware of a new or previously unrecognized hazard.
6. Whenever management believes that additional training is necessary.
7. After all serious accidents.
8. When employees are not following safe work rules or procedures.

Training topics will include, but not be limited to:

- Employee's safety responsibility;
- General safety rules;
- Code of Safe Practices;
- Safe job procedures;
- Ergonomics;
- Use of safety equipment;
- Emergency procedures;
- Safe lifting and material handling practices; and
- Contents of safety program
- COVID-19 Prevention procedures

The following training method should be used:

- **Tell them** how to do the job safely;
- **Show them** how to do the job safely;
- **Have them tell you** how to do the job safely;
- **Have them show you** how to do the job safely; and
- **Follow up** to ensure they are still performing the job safely.

Actual demonstrations of the proper way to perform a task are very helpful in most cases.

## Emergency Medical Services and First Aid

San Benito County Polytechnic Academy will ensure the availability of emergency medical services for its employees at all times. We will also ensure the availability of a suitable number of appropriately trained persons to render first aid. The Office Manager will maintain a list of trained individuals and take steps to provide training for those that desire it.

### First-Aid Kits

Every work site shall have access to at least one first-aid kit in a weatherproof container. The first-aid kit will be inspected regularly to ensure that it is well stocked, in sanitary condition, and any used items are promptly replaced. The contents of the first-aid kit shall be arranged to be quickly found and remain sanitary. First-aid dressings shall be sterile and in individually sealed packages.

At a minimum, the following first-aid supplies shall be kept:

#### **Type of Supply Required by Number of Employees**

<b>Type of Supplies</b>	<b>Number of Employees</b>			
	<b>1-5</b>	<b>6-15</b>	<b>16-200</b>	<b>200+</b>
Adhesive dressings	X	X	X	X
Adhesive tape rolls, 1-inch wide	X	X	X	X
Eye dressing packet	X	X	X	X
1-inch gauze bandage roll or compress		X	X	X
2-inch gauze bandage roll or compress	X	X	X	X
4-inch gauze bandage roll or compress		X	X	X
Sterile gauze pads, 2-inch square	X	X	X	X
Sterile gauze pads, 4-inch square	X	X	X	X
Sterile surgical pads suitable for pressure dressings			X	X
Triangular bandages	X	X	X	X
Safety pins	X	X	X	X
Tweezers and scissors	X	X	X	X
Cotton-tipped applicators*			X	X
Forceps*			X	X
Emesis basin*			X	X
Flashlight*			X	X
Magnifying glass*			X	X
Portable oxygen and its breathing equipment*				X
Tongue depressors*				X
Appropriate record forms*	X	X	X	X
First-aid textbook, manual or equivalent*	X	X	X	X

*\*To be readily available but not necessarily within the first-aid kit.*

Drugs, antiseptics, eye irrigation solutions, inhalants, medicines, or proprietary preparations shall not be included in San Benito County Polytechnic Academy first-aid kits unless specifically

approved, in writing, by an employer-authorized, licensed physician. Other supplies and equipment, if provided, shall be in accordance with the documented recommendations of an employer-authorized licensed physician upon consideration of the extent and type of emergency care to be given based upon the anticipated incidence and nature of injuries and illnesses and availability of transportation to medical care.

### First Aid

The designated first aid person on each site will be available at all times to render appropriate first aid for injuries and illnesses. Proper equipment for the prompt transportation of the injured or ill person to a physician or hospital where emergency care is provided, or an effective communication system for contacting hospitals or other emergency medical facilities, physicians, ambulance and fire services, shall also be furnished. The telephone numbers of the following emergency services in the area shall be posted near the job telephone, or otherwise made available to the employees where no job site telephone exists:

1. A company authorized physician or medical clinic, and at least one alternate if available;
2. Hospitals;
3. Ambulance services; and
4. Fire-protection services.

Prior to the commencement of work at any site, the Supervisor or Manager shall locate the nearest preferred medical facility and establish that transportation or communication methods are available in the event of an employee injury.

Each employee shall be informed of the procedures to follow in case of injury or illness through our new employee orientation program, Code of Safe Practices, and safety meetings.

Where the eyes or body of any person may be exposed to injurious or corrosive materials, suitable facilities for drenching the body or flushing the eyes with clean water shall be conspicuously and readily accessible.

### Accident Procedures

These procedures are to be followed in the event of an employee injury in the course of employment.

1. **For severe accidents call 911 and request the Paramedics.**
2. **Employees must report all work-related injuries to their Supervisor immediately, even if they do not feel that it requires medical attention.** Failure to do so may delay Workers' Compensation benefits, and the employee may face disciplinary action.
3. The Supervisor, employee, and first aid person should determine whether or not outside medical attention is needed. When uncertainty exists on the part of any individual, the employee should be sent for professional medical care.

4. If medical attention is not desired or the employee refuses treatment, you must still fill out a San Benito County Polytechnic Academy Accident Report in case complications arise later.
5. In all cases, if the employee cannot transport himself or herself for any reason, transportation should be provided.
6. In the event of a serious accident involving hospitalization for more than twenty-four (24) hours, amputation, permanent disfigurement, loss of consciousness or death, phone contact should be made with the office at (831) 297-1883. Contact must also be made with the nearest Cal/OSHA office within eight (8) hours.



## Accident Investigation

The Supervisor, Manager, or other designated individual will investigate all work-related accidents in a timely manner. This includes minor incidents and “near accidents,” as well as serious injuries. An accident is defined as any unexpected occurrence that results in injury to personnel, damage to equipment, facilities, or material, or interruption of normal operations.

### Responsibility for Accident Investigation

Immediately upon being notified of an accident, the Supervisor, Manager, or other designated individual shall conduct an investigation. The purpose of the investigation is to determine the cause of the accident and corrective action to prevent future reoccurrence, not to fix blame or find fault. An unbiased approach is necessary in order to obtain objective findings.

### The Purpose of Accident Investigations

- To prevent or decrease the likelihood of similar accidents.
- To identify and correct unsafe work practices and physical hazards. Accidents are often caused by a combination of these two factors.
- To identify training needs. This makes training more effective by focusing on factors that are most likely to cause accidents.

### What Types of Incidents Do We Investigate?

- Fatalities
- Serious injuries
- Minor injuries
- Property damage
- Near misses

### Procedures for Investigation of Accidents

Immediately upon being notified of an accident the Supervisor, Manager, or other designated individual will:

1. Visit the accident scene, as soon as possible, while facts and evidence are still fresh and before witnesses forget important details and to make sure hazardous conditions to which other employees or customers could be exposed are corrected or have been removed.
2. Provide for needed first aid or medical services for the injured employee(s).
3. If possible, interview the injured worker at the scene of the accident and verbally “walk” him or her through a re-enactment. All interviews should be conducted as privately as possible. Interview all witnesses individually and talk with anyone who has knowledge of the accident, even if they did not actually witness it.

4. Report the accident to the office at : (831) 297-1883. Accidents will be reported by the office to the insurance carrier within twenty-four (24) hours. All serious accidents will be reported to the carrier as soon as possible.
5. Consider taking signed statements in cases where facts are unclear or there is an element of controversy.
6. Thoroughly investigate the accident to identify all accident causes and contributing factors. Document details graphically. Use sketches, diagrams and photos as needed. Take measurements when appropriate.
7. All accidents involving death, disfigurement, amputation, loss of consciousness or hospitalization for more than twenty-four (24) hours must be reported to Cal/OSHA immediately.
8. Focus on causes and hazards. Develop an analysis of what happened, how it happened, and how it could have been prevented. Determine what caused the accident itself, not just the injury.
9. Every investigation must also include an action plan that includes an assessment of how such accidents be prevented in the future.
10. In the event a third party or defective product contributed to the accident, save any evidence as it could be critical to the recovery of claim costs.

### Accurate & Prompt Investigations

- Ensures information is available
- Causes can be quickly corrected
- Helps identify all contributing factors
- Reflects management concern
- Reduces chance of recurrence

### Investigation Tips

- Avoid placing blame
- Document with photos and diagrams, if needed
- Be objective, get the facts
- Reconstruct the event
- Use open-ended questions

### Questions to Ask

When investigating accidents, asking open-ended questions beginning with “who,” “what,” “when,” “where,” “why,” and “how” will provide more information than closed-ended questions such as, “Were you wearing gloves?”

Examples include:

- How did it happen?
- Why did it happen?
- How could it have been prevented?
- Who was involved?
- Who witnessed the incident?
- Where were the witnesses at the time of the incident?
- What was the injured worker doing?
- What was the employee working on?
- When did it happen?
- When was the accident reported?
- Where did it happen?
- Why was the employee assigned to do the job?

**The single, most important question that must be answered as the result of any investigation is: “What do you recommend be done (or have you done) to prevent this type of incident from recurring?”**

#### Once the Accident Investigation is Completed

- Take or recommend corrective action.
- Document corrective action.
- Management and the Safety Coordinator will review the results of all investigations.
- Consider safety program modifications.
- Information obtained through accident investigations can be used to update and improve our current program.

# COVID-19 Prevention

## **SCOPE**

Pursuant to Title 8, Division 1, Chapter 4, Section 3205 of the Code of California Regulations, California employers are required to address COVID-19 as a workplace hazard in their written Injury and Illness Prevention Program or in a separate document.

This part of the Charter School's Injury and Illness Prevention Program sets forth the procedures the Charter School will take to prevent the spread of COVID-19. This part takes the place of any previously prepared COVID-19 Addendum to the Charter School's Injury and Illness Prevention Program.

This part of the Injury and Illness Prevention Program applies to all employees and places of employment, except

- (A) Work locations with one employee who does not have contact with other persons;
- (B) Employees working from home;
- (C) Employees with occupational exposure as defined by section 5199 (Aerosol Transmissible Diseases standards), when covered by that section;
- (D) Employees teleworking from a location of the employee's choice, which is not under the control of the employer.

This part of the Injury and Illness Prevention Program only applies wherever more protective or stringent state or local health department orders or guidance do not apply.

## **DEFINITIONS**

The following definitions apply to this part of the Injury and Illness Prevention Program.

**“Close Contact”** means the following, unless otherwise defined by regulation or order of the California Department of Public Health (CDPH), in which case the CDPH definition shall apply:

- (A) In indoor spaces of 400,000 or fewer cubic feet per floor, a close contact is defined as sharing the same indoor airspace as a COVID-19 case for a cumulative total of 15 minutes or more over a 24-hour period during the COVID-19 case's infectious period, as defined by this section, regardless of the use of face coverings.
- (B) In indoor spaces of greater than 400,000 cubic feet per floor, a close contact is defined as being within six feet of the COVID-19 case for a cumulative total of 15 minutes or more over a 24-hour period during the COVID-19 case's infectious period, as defined by this section, regardless of the use of face coverings
- (C) Offices, suites, rooms, waiting areas, break or eating areas, bathrooms, or other spaces that are separated by floor-to-ceiling walls shall be considered distinct indoor spaces.

**EXCEPTION:** Employees have not had a close contact if they wore a respirator required by the employer and used in compliance with section 5144 whenever they would otherwise have had a close contact under subsections 3205(b)(1)(A) or (b)(1)(B).

**“COVID-19”** (Coronavirus Disease 2019) means the disease caused by SARS-CoV-2 (severe acute respiratory syndrome coronavirus 2).

**“COVID-19 case”** means a person who:

- (A) Has a positive COVID-19 test; or
- (B) Has a positive COVID-19 diagnosis from a licensed health care provider; or
- (C) Is subject to a COVID-19-related order to isolate issued by a local or state health official; or
- (D) Has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county.

**“COVID-19 hazard”** means potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet

nuclei, which most commonly result from a person or persons exhaling, talking or vocalizing, coughing, or sneezing, or from procedures performed on persons which may aerosolize saliva or respiratory tract fluids.

“**COVID-19 symptoms**” means fever of 100.4 degrees Fahrenheit or higher, chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea, unless a licensed health care professional determines the person’s symptoms were caused by a known condition other than COVID-19.

“**COVID-19 test**” means a test for SARS-CoV-2 that is:

- (A) Cleared, approved, or authorized, including in an Emergency Use Authorization (EUA), by the United States Food and Drug Administration (FDA) to detect current infection with the SARS-CoV-2 virus (e.g., a viral test); and
- (B) Administered in accordance with the authorized instructions.
- (C) To meet the return to work criteria set forth in subsection 3205(c)(5), a COVID-19 test may be both self-administered and self-read only if another means of independent verification of the results can be provided (e.g., a time-stamped photograph of the results).

“**Exposed group**” means all employees at a work location, working area, or a common area at work, within employer-provided transportation covered by section 3205.3, or residing within housing covered by section 3205.2, where an employee COVID-19 case was present at any time during the infectious period. A common area at work includes bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas. The following exceptions apply:

- (A) For the purpose of determining the exposed group, a place where persons momentarily pass through, without congregating, is not a work location, working area, or a common area at work.
- (B) If the COVID-19 case was part of a distinct group of employees who are not present at the workplace at the same time as other employees, for instance a work crew or shift that does not overlap with another work crew or shift, only employees within that distinct group are part of the exposed group.
- (C) If the COVID-19 case visited a work location, working area, or a common area at work for less than 15 minutes during the infectious period, and the COVID-19 case was wearing a face covering during the entire visit, other people at the work location, working area, or common area are not part of the exposed group.

NOTE: An exposed group may include the employees of more than one employer. See Labor Code sections 6303 and 6304.1.

“**Face covering**” means a surgical mask, a medical procedure mask, a respirator worn voluntarily, or a tightly woven fabric or non-woven material of at least two layers that completely covers the nose and mouth and is secured to the head with ties, ear loops, or elastic bands that go behind the head. If gaiters are worn, they shall have two layers of fabric or be folded to make two layers. A face covering is a solid piece of material without slits, visible holes, or punctures, and must fit snugly over the nose, mouth, and chin with no large gaps on the outside of the face. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric. This definition includes clear face coverings or cloth face coverings with a clear plastic panel that otherwise meet this definition and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker’s mouth or facial expressions to understand speech or sign language respectively.

“**Infectious period**” means the following time period, unless otherwise defined by CDPH regulation or order, in which case the CDPH definition shall apply:

- (A) For COVID-19 cases who develop COVID-19 symptoms, from two days before the date of symptom onset until: (1) Ten days have passed after symptoms first appeared, or through day five if testing negative on day five or later; and (2) Twenty-four hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved.
- (B) For COVID-19 cases who never develop COVID-19 symptoms, from two days before the positive specimen collection date through 10 days (or through day five if testing negative on day five or later) after the date on which the specimen for their first positive test for COVID-19 was collected.

“**Respirator**” means a respiratory protection device approved by the National Institute for Occupational Safety and Health (NIOSH) to protect the wearer from particulate matter, such as an N95 filtering facepiece respirator.

**“Returned case”** means a COVID-19 case who was excluded from work but returned pursuant to subsection 3205(c)(5)(A) and did not develop any COVID-19 symptoms after returning. A person shall only be considered a returned case for 30 days after the initial onset of COVID-19 symptoms or, if the person never developed COVID-19 symptoms, for 30 days after the first positive test. If a period of other than 30 days is required by a CDPH regulation or order, that period shall apply.

**“Worksite,”** for the limited purposes of this section and section 3205.1, means the building, store, facility, agricultural field, or other location where a COVID-19 case was present during the infectious period. It does not apply to buildings, floors, or other locations of the employer that a COVID-19 case did not enter.

## **COVID-19 PREVENTION PROCEDURES (8 CCR § 3205)**

### **General Policies.**

When determining measures to prevent COVID-19 transmission and to identify and correct hazards, the Charter School shall consider all persons to be potentially infectious without regard to vaccination status, the prevalence of symptoms, or negative COVID-19 test results.

In determining which measures to implement to prevent COVID-19 transmission and to identify and correct COVID-19 hazards, the Charter School shall review orders and guidance issued by the CDPH and local health authorities and shall treat COVID-19 as an airborne infectious disease. Various additional prevention controls will be considered, depending on an analysis of effectiveness of current protocols, including shifting employees to remote work, use of physical distancing, reducing density of people when indoors, moving tasks outdoors, adjusting shifts and/or break times, restricting access to break rooms, and other measures.

### **Training.**

The Charter School shall include COVID-19 prevention training in addition to other workplace safety training topics, as provided in this Program.

### **Investigation.**

The Charter School shall investigate COVID-19 illnesses at the workplace by doing the following:

- (A) The Charter School shall determine the day and time a COVID-19 case was last present and, to the extent possible, the date of the positive COVID-19 test(s) and/or diagnosis, and the date the COVID-19 case first had one or more COVID-19 symptoms, if any were experienced.
- (B) The Charter School shall effectively identify and respond to persons with COVID-19 symptoms at the workplace. Employees shall be encouraged to report COVID-19 symptoms and to stay home when ill.

### **Handling Close Contacts**

The Charter School shall apply the current quarantine recommendations of the CDPH with regard to excluding employees from the workplace following close contact exposure in the workplace.

### **Exclusion of COVID-19 Cases from Work.**

The Charter School will immediately exclude all COVID-19 cases from the from the workplace as follows:

- (A) COVID-19 cases who do not develop COVID-19 symptoms are not required to isolate, but must still wear a mask and are recommended to avoid contact with people at higher-risk for severe COVID-19 for 10 days and to seek medical treatment.
- (B) COVID-19 cases who do develop COVID-19 symptoms shall not return to work until at least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medication AND other COVID-19 symptoms are mild and improving.
- (C) Regardless of vaccination status, previous infection, or lack of COVID-19 symptoms, a COVID-19 case shall wear a face covering in the workplace until 10 days have passed since the date that COVID-19 symptoms began, or, if the person did not have COVID-19 symptoms, from the date of their first positive test.
- (D) The above criteria for returning to work apply regardless of whether an employee has previously been excluded or other precautions were taken in response to an employee’s close contact or membership in an exposed group.

Upon excluding an employee from the workplace based on COVID-19 or a close contact, the Charter School shall give the employee information regarding COVID-19- related benefits to which the employee may be entitled under applicable federal, state, or local laws. This includes any benefits available under legally mandated sick leave, if applicable, workers' compensation law, local governmental requirements, the employer's own leave policies, and leave guaranteed by contract

#### **Review Guidance.**

The Charter School shall review current CDPH guidance for persons who had close contacts, including any guidance regarding quarantine or other measures to reduce transmission. The Charter School shall develop, implement and maintain effective policies to prevent transmission of COVID-19 by persons who had close contacts.

#### **Health Orders.**

If an order to isolate, quarantine, or exclude an employee is issued by a local or state health official, any affected employee shall not return to work until the period of isolation or quarantine is completed or the order is lifted.

#### **Testing of Close Contacts.**

The Charter School will make COVID-19 tests available at no cost, during paid time, to all employees who have had a close contact in the workplace, with the exception of returned cases, and will provide them with information regarding any COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws. This should include any benefits available under legally-mandated sick leave, if applicable, workers' compensation law, local government requirements, the employer's own leave policies, and leave guaranteed by contract, if any.

#### **Notice of COVID-19 Cases.**

The Charter School will notify all employees and independent contractors determined to have had a close contact and any other employers whose employee had a close contact while at a Charter School worksite. This notice will be provided as soon as possible, and shall in no case take longer than necessary to ensure that the employee can be excluded from the worksite if necessary.

#### **Face Coverings.**

The Charter School shall provide face coverings and ensure they are worn by employees when required by a CDPH regulation or order or Cal/OSHA regulation. When a CDPH or Cal/OSHA regulation or order requires face coverings indoors, that includes vehicles. Face coverings shall be clean undamaged, and worn over the nose and mouth.

When employees are required to wear face coverings, the following exceptions shall apply:

- (A) When an employee is alone in a room or vehicle;
- (B) While eating or drinking at the workplace, provided employees are at least six feet apart, and, if indoors, the supply of outside or filtered air has been maximized to the extent feasible;
- (C) While employees are wearing respirators required by the employer and used in compliance with Cal/OSHA Aerosol Transmissible Diseases standards.
- (D) Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or need to communicate with a hearing-impaired person. Such employees shall wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if the condition or disability permits it.
- (E) During specific tasks which cannot feasibly be performed with a face covering, for so long as such task is being performed.

If, during a period when face coverings are generally required, an employee does not wear a face covering pursuant to an exemption for medical or mental health condition, the Charter School will consider and implement whichever alternative controls are necessary to minimize COVID-19 transmission.

The Charter School shall not prevent any employee from wearing a face covering, including a respirator, when not required to wear one, unless wearing one would create a safety hazard.

**Respirators.**

The Charter School shall provide a respirator on demand for voluntary use to any employee working indoors or in vehicles with more than one person. Whenever the Charter School makes respirators available for voluntary use, it shall encourage their use and ensure that employees wishing to use one are trained on their use and fitted with an appropriately sized one.

**Ventilation.**

The Charter School will stay abreast of the latest CDPH orders and guidance on ventilation, including the “Interim Guidance for Ventilation, Filtration, and Air Quality in Indoor Environments.” The Charter School shall continue to plan and implement strategies for using ventilation to minimize the transmission of COVID-19, including one or more of the following:

- (A) Maximizing the supply of outside air to the extent feasible, except when the U.S. EPA Air Quality Index is greater than 100 for any pollutant or if any opening of windows would create a hazard to employees, such due to excessive heat or cold.
- (B) In buildings with mechanical ventilation, the filter used shall be at least Minimum Efficiency Reporting Value (MERV) 13 or the highest level of filtration efficiency compatible with the existing system.
- (C) Use of High Efficiency Particulate Air (HEPA) filters used in accordance with manufacturer’s recommendations in indoor areas occupied by employees for extended periods, where ventilation would otherwise be inadequate to sufficiently minimize the risk of COVID-19 transmission.

If the Charter School is subject to 8 CCR 5142 or 5143, it shall review and comply with those sections as applicable.

NOTE: Section 5142 requires heating, ventilating, and air conditioning (HVAC) systems to be operated continuously during working hours, with limited exceptions.

Charter School vehicles carrying employees shall maximize the supply of outside air to the extent feasible, except when doing so would be hazardous.

**Reporting and Recordkeeping.**

The Charter School shall keep a record of and track all COVID-19 cases, including the employees name, contact information, occupation, location where the employee worked, the date of the last day at the workplace, and the date of the positive COVID-19 test and/or diagnosis. These records shall be kept for five years.

A record of all notices sent with regard to close contacts shall be kept for three years.

Personally-identifying information of COVID-19 cases or persons with COVID-19 symptoms, and any employee medical record required to be made or kept by this plan shall be kept confidential unless disclosure is required or permitted by law. Unredacted information on COVID-19 cases shall be provided to the local health department, the CDPH, Cal/OSHA, and the National Institutes for Occupational Safety and Health, upon request, when required by law.

**Cal/OSHA Orders.**

The Charter School will comply with all lawful orders issued by Cal/OSHA to take action to protect employees against COVID-19 hazards.

**COVID-19 OUTBREAK PROCEDURES (8 CCR § 3205.1)****Scope of Outbreak Procedures.**

If three or more employee COVID-19 cases within an exposed group visited the worksite during their infectious period at any time during a 14-day period (an “Outbreak” as defined above), the following procedures will apply in place of the standard COVID-19 prevention procedures detailed in this plan. If CDPH defines outbreak differently than defined herein, then this section shall be implemented whenever that definition has been met.

**COVID-19 Testing Following an Outbreak.**

In an outbreak, the charter school shall make COVID-19 testing available at no cost to its employees within the exposed group, regardless of vaccination status, during employees’ paid time, except for returned cases and employees who were not present at the workplace during the relevant 14-day period(s) triggering the outbreak.



The charter school shall thereafter make testing available on a weekly basis to all employees in the exposed group who remain at the workplace.

Employees who had close contacts shall have a negative COVID-19 test taken within three to five days after the close contact or shall be excluded and will be required to meet the post-exposure return-to-work criteria detailed in the COVID-19 Prevention Procedures, above.

#### **Face Coverings Following an Outbreak.**

Employees in an exposed group during an outbreak, regardless of vaccination status, shall wear face coverings when indoors, or when outdoors and less than six feet from another person, except:

- (A) When an employee is alone in a room or vehicle.
- (B) While eating or drinking at the workplace, provided employees are at least six feet apart and, if indoors, the supply of outside or filtered air has been maximized to the extent feasible.
- (C) While employees are wearing respirators required by the employer and used in compliance with section 5144.
- (D) Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing impaired person. Such employees shall wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if the condition or disability permits it.
- (E) During specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed.

#### **Respirators During an Outbreak.**

During an outbreak, the Charter School shall notify employees of their right to request and receive a respirator for voluntary use.

#### **COVID-19 Outbreak Investigation, Review, and Hazard Correction.**

If an outbreak occurs, the Charter School shall conduct a review of its COVID-19 policies, procedures, and controls and implement any changes that may be needed to improve the prevention of COVID-19 transmission in the workplace. This investigation, review, and any changes made must be documented and should specifically include:

- (A) Investigation of new or unabated COVID-19 hazards including the employer's leave policies and practices and whether employees are discouraged from remaining home when sick; the employer's COVID-19 testing policies; insufficient supply of outdoor air to indoor workplaces; insufficient air filtration; and insufficient physical distancing.
- (B) The review shall be updated every 30 days that this section continues to apply, in response to new information or to new or previously unrecognized COVID-19 hazards, or when otherwise necessary.
- (C) Any changes implemented to reduce the transmission of COVID-19 based on the investigation and review, which may include: moving indoor tasks outdoors or having them performed remotely; increasing the outdoor air supply when work is done indoors; improving air filtration; increasing physical distancing to the extent feasible; requiring respiratory protection in compliance with section 5144; and other applicable controls.

#### **Ventilation During an Outbreak.**

In any school buildings with mechanical ventilation, the Charter School shall filter recirculated air with Minimum Efficiency Reporting Value (MERV)-13 or higher efficiency filters if possible, and if not possible, shall use the highest filtering efficiency filters possible.

The Charter School will use High Efficiency Particular Air (HEPA) filters in accordance with manufacturer's recommendations in indoor areas occupied by employees for extended periods, where ventilation is inadequate to reduce the risk of COVID-19 transmission

#### **Major Outbreaks.**

If 20 or more employee COVID-19 cases in an exposed group visited the workplace during their infectious period within a 30-day period (a Major Outbreak), the Charter School shall do the following:

- (A) The COVID-19 testing required as a result of an Outbreak shall be required of all employees in the exposed group, regardless of vaccination status, twice a week or more frequently if recommended by

- the local health department. Employees in the exposed group shall be tested or shall be excluded and must satisfy the return-to-work criteria detailed in the COVID-19 Prevention Procedures above.
- (B) The Charter School shall report the outbreak to the Division of Occupational Safety and Health (Cal/OSHA).
  - (C) The Charter School shall provide respirators for voluntary use to employees in the exposed group, shall encourage but not require their use, and shall train employees provided with respirators on their use.
  - (D) Charter School employees in the who do not wear a respirator, if required by the Charter School, and in compliance with section 5144, shall be separated from other persons by at least six feet, except where an at least six feet of separation is not feasible, and except for momentary exposure while persons are in movement. Methods of physical distancing include: telework or other remote work arrangements; reducing the number of persons in an area at one time, including visitors; visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel; staggered arrival, departure, work, and break times; and adjusted work processes or procedures, such as reducing production speed, to allow greater distance between employees. When it is not feasible to maintain a distance of at least six feet, individuals shall be as far apart as feasible.

### **COVID-19 PREVENTION PROCEDURES IN EMPLOYER-PROVIDED TRANSPORTATION (8 CCR § 3205.3)**

#### **Scope.**

Pursuant to 8 CCR § 3205.3, the COVID-19 Prevention Procedures detailed in this Program also apply in all employer-provided transportation, except where:

- (A) Employees are alone in a vehicle, are taking public transportation, or are in vehicles in which the driver and all passengers are from the same household outside of work.
- (B) The means of transportation is necessary for an emergency response;
- (C) An employee has occupational exposure as defined in 8 CCR § 5199 (Aerosol Transmissible Diseases standards).

#### **Assignment of Transportation.**

To the extent feasible, the Charter School shall assign transportation such that cohorts travel and work together, separate from other workers. To the extent feasible, employees who usually maintain a household together shall travel together.

## Enforcement of Safety Policies

The compliance of all employees with San Benito County Polytechnic Academy's Safety Manual and IIPP is mandatory and shall be considered a condition of employment.

### Training Programs

The importance of safe work practices and the consequences of failing to abide by safety rules will be covered in the New Employee Safety Orientation and safety meetings. This will help ensure that all employees understand and abide by San Benito County Polytechnic Academy safety policies.

### Retraining

Employees that are observed performing unsafe acts or not following proper procedures or rules will be retrained by their supervisor. A Safety Contact Report may be completed by the supervisor to document the training. If multiple employees are involved, additional safety meetings will be held.

### Disciplinary Action

The failure of an employee to adhere to safety policies and procedures established by San Benito County Polytechnic Academy can have a serious impact on everyone concerned. An unsafe act can threaten not only the health and wellbeing of the employee committing the unsafe act but can also affect the safety of his/her coworkers and customers. Accordingly, any employee who violates any of the organization's safety policies will be subject to disciplinary action.

Note: Failure to promptly report any on-the-job accident or injury, on the same day as its occurrence, is considered a serious violation of the organization's safety policies. Any employee who fails to immediately report a work-related accident or injury, no matter how minor, shall be subject to disciplinary action.

Employees will be disciplined for infractions of safety rules and unsafe work practices that are observed, not just those that result in an injury. Often, when an injury occurs, the accident investigation will reveal that the injury was caused because the employee violated an established safety rule and/or safe work practice(s). In any disciplinary action, the supervisor should be cautious that discipline is given to the employee for safety violations, and not simply because the employee was injured on the job or filed a Workers' Compensation claim.

Violations of safety rules and the Code of Safe Practices are to be considered equal to violations of other company policy. Discipline for safety violations will be administered in a manner that is consistent with San Benito County Polytechnic Academy's Employee Handbook.

## APPENDIX A

### Vaccination Declination Form

EMPLOYEE NAME: \_\_\_\_\_

**By signing below, I acknowledge the following:**

I understand that due to my occupational exposure to blood or other potential infectious materials I may be at risk of acquiring Hepatitis B Virus (“HBV”) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine, at no charge to myself. However, I decline the Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_





**SAN BENITO COUNTY**  
**POLYTECHNIC ACADEMY**

# **Employee Handbook**

## **2024-2025**

**790 Bolsa Rd, Hollister, CA 95023**

**Phone: (831) 297-1883**

**Website: [www.poly-academy.org](http://www.poly-academy.org)**

## ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE EXECUTIVE DIRECTOR.

EMPLOYEE NAME: \_\_\_\_\_

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the 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 understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please sign/date, tear out, and return to the School, and retain this Handbook for your reference.**

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**APPENDIX B - INTERNAL COMPLAINT FORM**

# INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Polytechnic Academy (hereinafter referred to as “Polytechnic Academy” or the “School”). It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. Polytechnic Academy also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Executive Director.

Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to the Executive Director. This will provide the School with a record that each employee has received this Handbook.

# CONDITIONS OF EMPLOYMENT

## Equal Employment Opportunity Is Our Policy

Polytechnic Academy is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- 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 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.

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. Polytechnic Academy will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. Polytechnic Academy 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.

### **Employment At-Will**

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

### **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian 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 to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

Polytechnic Academy 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.

### **Criminal Background Checks**

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. 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 his/her employment with the School, the employee must immediately report as much to the Principal or the Executive Director.

### **Tuberculosis Testing**

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.

### **Immigration Compliance**

Polytechnic Academy 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, Polytechnic Academy 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.

### **Professional Boundaries: Staff/Student Interaction Policy**

Polytechnic Academy recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

#### 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 Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes 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.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable 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 must understand their own responsibility 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 disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

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 a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

## Examples of Specific Behaviors

The following examples are not an exhaustive list:

### Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

### Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

**(These behaviors should only be exercised when a staff member has parent and supervisor permission.)**

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

### Cautionary Staff/Student Behaviors

**(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)**

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities.

### Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).



- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Principal or the Executive Director about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

### **Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation**

Polytechnic Academy is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. Polytechnic Academy'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.

Polytechnic Academy 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 persons with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the or the Executive Director.

When Polytechnic Academy receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Principal or the Executive Director) or the Principal, or the Executive Director, or a 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. Polytechnic Academy 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

Polytechnic Academy 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 (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 Principal or the Executive Director. 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:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - 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:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - 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.
  - 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:
  - 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;

- Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- 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 Polytechnic Academy policy.

### **Whistleblower Policy**

Polytechnic Academy requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. 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.

### **Drug and Alcohol Free Workplace**

Polytechnic Academy is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely

affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other Polytechnic Academy stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

### **Confidential Information**

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

### **Conflict of Interest**

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Principal or the Executive Director, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

### **Smoking**

The Polytechnic Academy facility is a no smoking facility.

# **THE WORKPLACE**

## **Work Schedule**

Business hours are normally 8:00 a.m. – 5:00 p.m., Monday through Friday. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

## **Meal and Rest Periods**

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5<sup>th</sup> hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and Polytechnic Academy mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

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. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

## **Lactation Accommodation**

Polytechnic Academy 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.

Polytechnic Academy 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.

## **Attendance and Tardiness**

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning.

If it is necessary to be absent or late, employees are expected to telephone the Principal or the Executive Director as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Administrators sufficiently informed of the situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Principal or the Executive Director will be considered a voluntary resignation from employment.

### **Time Cards/Records**

By law, Polytechnic Academy is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall keep be required to utilize the School's time card system.

Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All nonexempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Nonexempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the Executive Director to make the correction and such correction must be initialed by both the employee and the Executive Director.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's worksheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

### **Use of Email, Voicemail and Internet Access**

Polytechnic Academy will permit employees to use its email, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.

2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file or email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. Polytechnic Academy retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

### **Personal Business**

Polytechnic Academy's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use School material, time or equipment for personal projects.

### **Social Media**

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.

### **Personal Appearance/Standards of Dress**

Polytechnic Academy employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

- 1) Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in dresses or skirts that are no higher than three (3) inches above the knee.
- 2) Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Principal or the Executive Director.
- 3) Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are not permitted. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
- 4) Skirts and dresses should be no higher than three (3) inches above the knee.
- 5) All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- 6) For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- 7) Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- 8) Appropriate shoes must be worn at all times.

### **Health and Safety Policy**

Polytechnic Academy is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Principal or the Executive Director any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

### **Security Protocols**

Polytechnic Academy has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Principal or the Executive Director. All employees must secure their workspace at the end of each workday. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Principal or the Executive Director when keys are missing or if security access codes or passes have been breached.

### **Occupational Safety**

Polytechnic Academy 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. Polytechnic Academy's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

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

### **Accident/Incident Reporting**

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

### **Reporting Fires and Emergencies**

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

# **EMPLOYEE WAGES AND HEALTH BENEFITS**

## **Payroll Withholdings**

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

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 when it will go into effect.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Principal or the Executive Director to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Principal or the Executive Director. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Principal or the Executive Director and to fill out a new W-4 form.

At the end of the calendar year, a “withholding statement” (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

## **Overtime Pay**

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee’s job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. Polytechnic Academy will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Principal or the Executive Director. Polytechnic Academy provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee’s regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

## **Paydays**

Paydays are scheduled twice per month. If an employee observes any error in his or her check, it should be reported immediately to the Principal or the Executive Director.

## **Wage Attachments and Garnishments**

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee’s earnings in their favor.

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 or the Executive Director will discuss the situation with the employee.

## **Medical Benefits**

### Eligibility

An employee is eligible for medical coverage if he or she is a regular employee working for the School at least thirty (30) hours per week.

Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

### When Coverage Starts

Employee coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the next month. An enrollment form must be submitted to the Principal or the Executive Director as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

### **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.

Polytechnic Academy 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. Polytechnic Academy 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;
- Polytechnic Academy 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.

# **PERSONNEL EVALUATION AND RECORD KEEPING**

## **Employee Reviews and Evaluations**

Each employee will receive periodic performance reviews conducted by the Principal or the Executive Director. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with the Principal or the Executive Director, and that they are aware of its contents.

Newly hired employees may have their performance goals reviewed by the Principal or the Executive Director within the first ninety (90) days of employment.

Salary and potential for advancement will be based largely upon job performance. On a periodic basis, the Principal or the Executive Director will review employee job performance with an employee in order to establish goals for future performance and to discuss current performance. Polytechnic Academy's evaluation system will in no way alter the at-will employment relationship.

## **Personnel Files and Record Keeping Protocols**

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Principal or the Executive Director advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. Polytechnic Academy will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Principal or the Executive Director. Only the Principal or the Executive Director or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.



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.

# **HOLIDAYS, VACATIONS AND LEAVES**

## **Holidays**

Polytechnic Academy calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

Other days during the school year, such as days during the School's calendared breaks, shall not be paid time for nonexempt employees in active status. Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Principal or the Executive Director. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. vacation, personal necessity day, etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day. Employees on any leave of absence do not earn holiday pay.

## **Vacation**

While the School recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for "peak traffic periods" in the school. With this in mind, it is expected that vacation time will be taken when school is not in session.

Regular full-time employees are entitled to vacation terms based upon date of hire, length of service and status with the School. Full-time clerical staff shall accrue 10 days of paid vacation each year, beginning after six (6) months of service. Paid vacation time for administrators will be established in the administrator's employment contract. Employees working on part-time basis (less than full-time) shall not earn vacation days.

Any vacation time taken during the school year or otherwise should be coordinated and cleared by the Principal or the Executive Director subject to scheduling and seniority. No vacation time may be taken by clerical staff during the last two weeks of August unless specifically authorized by the Principal or the Executive Director.

For clerical employees, vacation days should be taken when school is not in session, preferably between July 1 to August 15. Vacation time is figured on a school year beginning with the opening of school rather than on a fiscal year.

Vacation time may not be utilized before it is earned. An employee whose employment terminates will be paid for accrued unused vacation days. Vacation can accrue up to a maximum of 5 days of pay. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

### **Unpaid Leave of Absence**

Polytechnic Academy 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.

### **Sick Leave**

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) or a 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. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. All eligible employees shall be credited with forty (40) hours of sick leave at the beginning of each work year.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours. Accrued sick leave does not carry over from year to year and the School does not pay employees in lieu of unused sick leave.

If an employee is absent longer than three (3) days due to illness, medical evidence of their illness and/or medical certification of their fitness to return to work satisfactory to the School may be required. The School will not tolerate abuse or misuse of the sick leave privilege. If the School suspects abuse of sick leave, the School may require a medical certification from an employee verifying the employee's absence.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

### **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 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 School must only have at least 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/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, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

Polytechnic Academy 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 Principal or the Executive Director. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
    2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
    3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
    4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
    5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
    6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative



position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

### **Pregnancy Disability Leave**

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 <sup>1</sup>/<sub>3</sub> 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 <sup>1</sup>/<sub>3</sub> 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 <sup>1</sup>/<sub>3</sub> 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.
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**

Polytechnic Academy 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. Polytechnic Academy 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 Principal or the Executive Director. 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 Polytechnic Academy 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.

### **Industrial Injury Leave (Workers' Compensation)**

Polytechnic Academy, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Principal or the Executive Director;

- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Principal or the Executive Director; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. Polytechnic Academy, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Principal, or the Executive Director, and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

### **Military and Military Spousal Leave of Absence**

Polytechnic Academy 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, Polytechnic Academy 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.

Polytechnic Academy 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.

### **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). Exempt employees are entitled to up to three (3) days of pay during bereavement leave. 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.

### **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.

### **Jury Duty or Witness Leave**

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 perform work duties as assigned. For all nonexempt employees, the School will pay for up to three (3) days if an employee is called to serve on a jury.

### **Voting Time Off**

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Principal or the Executive Director at least two (2) days notice.

### **School Appearance and Activities Leave**

As required by law, Polytechnic Academy 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 Polytechnic Academy, 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.

### **Bone Marrow and Organ 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 twelve (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.

### **Victims of Abuse Leave**

Polytechnic Academy 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 Polytechnic Academy 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 Polytechnic Academy 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, Polytechnic Academy 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 Principal or the Executive Director.

### **Returning From Leave of Absence**

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Principal, or the Executive Director, thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Principal or the Executive Director.

# DISCIPLINE AND TERMINATION OF EMPLOYMENT

## Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Unprofessional conduct.
3. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
4. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
5. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
6. Fighting or instigating a fight on School premises.
7. Violations of the drug and alcohol policy.
8. Using or possessing firearms, weapons or explosives of any kind on School premises.
9. Gambling on School premises.
10. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
11. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record the clock card.
12. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
13. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
14. Excessive absenteeism or tardiness excused or unexcused.
15. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
16. Immoral or indecent conduct.
17. Conviction of a criminal act.
18. Engaging in sabotage or espionage (industrial or otherwise).
19. Violations of the sexual harassment policy.
20. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
21. Sleeping during work hours.
22. Release of confidential information without authorization.

23. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
24. Refusal to speak to supervisors or other employees.
25. Dishonesty.
26. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

### **Off-Duty Conduct**

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. Polytechnic Academy shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

### **Termination of Employment**

Should it become necessary for an employee to terminate their at-will employment with the School, employees should notify the Principal or the Executive Director regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their at-will employment, they will be entitled to all earned but unused vacation pay. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

# **INTERNAL COMPLAINT REVIEW**

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Principal, or the Executive Director, or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

## **Internal Complaints**

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Principal, or the Executive Director, or designee:

1. The complainant will bring the matter to the attention of the Principal, or the Executive Director, as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Principal, or the Executive Director, or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Principal or the Executive Director, the complainant may file his or her complaint in a signed writing to the President of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

## **Policy for Complaints Against Employees**

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Principal, or the Executive Director, or Board President (if the complaint concerns

the Principal or the Executive Director) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Principal or the Executive Director (or designee) shall abide by the following process:

1. The Principal, or the Executive Director, or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Principal or the Executive Director (or designee) finds that a complaint against an employee is valid, the Principal or the Executive Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Principal or the Executive Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Principal's or the Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

### **General Requirements**

2. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Principal or the Executive Director) or the Principal, or the Executive Director, or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

## **AMENDMENT TO EMPLOYEE HANDBOOK**

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

Polytechnic Academy reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.



## 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, the Executive Director or the 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.*

*Polytechnic Academy 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: \_\_\_\_\_



# San Benito County Office of Education

Krystal Lomanto, County Superintendent of Schools

460 Fifth Street | Hollister | CA 95023-3886 | 831.637.5393 | FAX 831.637.0140

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding establishes an AGREEMENT between the *SBC Polytechnic Academy*, hereafter referred to as AGENCY, and the San Benito County Office of Education (SBCOE) to provide for services as defined in this agreement.

In order to meet the requirements of this agreement, the SBCOE and AGENCY agree to the following:

### **1.0 PURPOSE**

This Agreement between AGENCY and SBCOE exists to provide AGENCY with Technology support.

### **2.0 EFFECTIVE DATE AND TERM**

This agreement is effective from July 1, 2024 through June 30, 2025 at which time it will expire unless extended under mutual agreement. This agreement must be signed and dated prior to the first day of the said time period. The AGREEMENT is also subject Section 5.0 Termination.

### **3.0 DEFINITIONS**

Tier 1 Support: Is defined as support completed with the knowledge and skill level of a computer technician. Examples include but are not limited to: troubleshooting, repair and configuration of end user's operating systems (Windows, Chromium), hardware (Laptops, Desktops), software (Microsoft Office, Adobe Acrobat) and connected peripherals (printers, scanners).

Tier 2 Support: Is defined as support completed with the knowledge and skill level of a systems or network technician/engineer or support prioritized as urgent and an immediate response is provided. Examples include but are not limited to: Servers (SQL, Domain Controller, DHCP, and Exchange), Systems (Group policy, Architecture, Admin Console) and network nodes/infrastructure (Switches, Cabling, Access Points).

Tier 3: Is defined as support completed in an emergency mode, we have dropped all others ahead of the queue to ensure this task is completed ASAP.

### **4.0 SERVICES**

The service provided under this AGREEMENT may be Technology Support billed per hour. The following sections describes the services that are provided as part of this primary service and detail how additional services may be requested and added under this AGREEMENT.

#### **4.1 Services Performed**

SBCOE agrees to provide the AGENCY following services in satisfaction of the purpose of this AGREEMENT as outlined in Section 1.0 Purpose.

**4.1.1 Tier 1 or Tier 2 Support**

**4.1.1.1** At the rate of \$75.00 for Tier 1, \$125.00 for Tier 2 and Tier 3 at \$165.00 as defined in section 3.0 per hour of support. Time has been allocated on the cover sheet to provide Technology Support services to AGENCY. Support hours are estimated and will be adjusted at the end of the term based on the number of hours logged in the Help Desk system.

**4.2 Additional Services**

In the event AGENCY requires services from SBCOE in addition to those set forth in this Agreement, AGENCY shall compensate SBCOE for costs incurred by those additional services. If AGENCY believes that additional services are necessary or desirable, they shall submit a written description of the additional services to SBCOE, along with the reasons the additional services are required or reasonable. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.

**4.2.1** Fees for any miscellaneous services contracted beyond the scope of this agreement will be charged at the rate described per hour, paid by AGENCY within 30 days after receipt of an invoice. If not paid as agreed, any amounts due will be made via funds transfer, initiated by SBCOE, from AGENCY to SBCOE.

**5.0 TERMINATION**

There shall be no termination of this AGREEMENT for any reason other than non-performance.

**5.1** In the event that the SBCOE fails to perform on a material term of this AGREEMENT, AGENCY has the right to terminate the AGREEMENT upon thirty (30) days written notice.

**5.2** In the event that AGENCY fails to perform on a material term of this AGREEMENT, then the SBCOE shall have the right to terminate the AGREEMENT upon thirty (30) days written notice. If service is discontinued or agreement is terminated by SBCOE as a result of AGENCY's failure to perform, SBCOE may, at its discretion, impose penalties equal to the pro-rated remaining amount due per the AGREEMENT.

**6.0 PAYMENT**

In consideration of the Services set forth in Section 4.0 of this AGREEMENT to be performed by SBCOE, AGENCY agrees to pay an hourly service fee and static system fees. First payment shall be made from AGENCY to SBCOE in August for static system fees and second will occur in July of following year for technical hourly support. Support hours are estimated and will be adjusted at the end of the term based on the number of hours logged in the Help Desk system and may go over initially estimated. Please note that this is not an ERATE contract.

## **7.0 INDEMNIFICATION**

Both parties agree to indemnify, defend, and hold harmless, the officers, agents and employees of the other party against any claim, liability, loss, injury or damage imposed arising out of the performance of responsibilities for this Agreement, except for liability resulting from the negligent or willful misconduct of either party, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless either party under this Agreement, both parties shall reimburse the non-negligent party for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. Both parties shall seek the approval of any settlement that could adversely affect the other party, its officers, agents or employees.

## **8.0 ARBITRATION**

**8.1** The Parties agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed thirty (30) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.

**8.1.1** The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.

**8.1.2** The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.

**8.1.3** The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses.

## **9.0 NON-DISCRIMINATION**

SBCOE and AGENCY agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital

status, or sex of such persons. All nondiscrimination rules and regulations required by law to be included in this AGREEMENT are incorporated by this reference.

#### **10.0 GOVERNING LAW**

The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in San Benito County, California and no other place.

#### **11.0 COMPLIANCE WITH LAWS**

The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this AGREEMENT.

#### **12.0 ASSIGNMENT**

Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this AGREEMENT. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.

#### **13.0 NOTICE**

All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT the addresses of the parties are as follows:

#### **14.0 SEVERABILITY**

If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

#### **15.0 AMENDMENT**

This AGREEMENT may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or altered by oral agreement, course of conduct or waiver.

#### **16.0 WAIVER OF DEFAULT**

No delay or failure to require performance of any provision of this AGREEMENT shall constitute a

waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.

**17.0 CONFLICT OF INTEREST**

The AGENCY represents that it presently has no interest, which would conflict in any manner or degree with the performance of Services contemplated by this AGREEMENT.

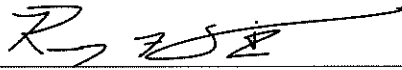
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IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

SAN BENITO COUNTY POLYTECHNIC  
ACADEMY

SAN BENITO COUNTY OFFICE  
OF EDUCATION

BY: \_\_\_\_\_  
Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

PRINT NAME: \_\_\_\_\_

PRINT NAME: Roy Sims

TITLE: \_\_\_\_\_

TITLE: Chief Technology Officer

DATE: \_\_\_\_\_

DATE: 3.7.24



**MEMORANDUM OF UNDERSTANDING (M.O.U.)  
FOR TECHNOLOGY SERVICES  
2024-25**

The **SBC Polytechnic Academy** participating in Internet Service and/or Technology Services provided by the SBCOE as outlined in the table below:

Services	Quantity	Rate	Total
<b>Internet Service WAN Connection</b> Includes: CISCO Firpower firewall and Content Filtering	0	\$15,000	\$0
<b>Bomgar Remote Assistance</b>	1	\$350	\$350
<b>Email/Office 365/Spam Filter</b>	20	\$4 Per/User	\$80
<b>Symantec Endpoint Virus Protection</b>	20	\$13 per/PC	\$260
<b>Tier 1 Support</b>	120	\$75 Per/Hr	\$9,000
<b>Tier 2 Support</b>	120	\$125 Per/Hr	\$15,000
<b>Tier 3 Support</b>	10	\$165 Per/Hr	\$1,650
<b>SBCOE Voip Phone service</b>	0	\$45 line/yr	\$0
	0	\$20 Ext/Yr	\$0
<b>Linewize Webfilter/ classwize</b>	200	\$11 per/yr	\$2,200
<b>Aeries SIS</b>	1	\$2,000 Per/Stu	\$2,000
			<b>\$30,540</b>

All participation will be subject to the provisions of the Internet Use Policy and Agreement. This M.O.U. may be terminated by either party with written notification at any time. All amounts will be adjusted accordingly.

**By signing this M.O.U. you are certifying the following:**

- (1) Your school/district has an Internet Safety/Acceptable Use Policy in place.
- (2) Your school/district has established Rules of Conduct regarding Internet Use and each user has read and signed with a copy on file at the school.

Site Administrator/Principal/Superintendent: \_\_\_\_\_

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

SBCOE Representative: 

Date: 3.6.24



# San Benito County Office of Education

Krystal Lomanto, County Superintendent of Schools

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460 Fifth Street | Hollister, California 95023 | (831) 637-5393 | FAX (831) 637-0140

## Memorandum of Understanding Human Resources

This Agreement is entered into effective July 1, 2024, by and between the San Benito County Office of Education County Superintendent of Schools, hereinafter referred to as "Superintendent" and **San Benito County Polytechnic Academy** hereinafter referred to as "Charter" for the purposes of providing Human Resources Services to San Benito County Polytechnic Academy.

**Scope and Purpose:** The purpose of this Memorandum of Understanding is to clearly define the scope and purpose of the services provided to the Charter by the Human Resources Department. The goal of the Human Resources Department is to ensure that the Charter is aware of and is able to implement mandated reforms, legislation, and related actions to improve the education of the Charter's students.

**Background:** San Benito County Polytechnic Academy is a small, Charter with an enrollment of less than 500 students and a staff of less than 50 employees. Due to the limitations of a small staff, the San Benito County Office of Education has served as the Human Resources Consultant to San Benito County Polytechnic Academy.

### *Superintendent Responsibilities*

#### General Services

1. Represent Charter at professional meetings, e.g., curriculum, assessment, professional development, etc. at the local, regional, and state levels.
2. Develop and assist in the implementation of specifically tailored policies and procedures related to mandates related to education.
3. Act as a liaison between regional and state agencies and the Charter.
4. Plan and coordinate support activities as appropriate.

#### Human Resources Services

1. Maintain personnel file and personnel records for each staff member in Charter.
2. Maintain Charter personnel records including salary schedules, school calendars, Notices of Employment (NOEs), etc.
3. Assist in the development and implementation of specifically tailored personnel policies and procedures including recruitment, staff assignment, supervision, and evaluation.
4. Assist Charter in the hiring and recruitment process including:
  - a. Posting positions
  - b. Creating job descriptions and interview questions
  - c. Screening candidates
  - d. Interviewing candidates

- e. Offers of employment/Contracts
- f. Reviewing employee packets with employees
5. Recruit and maintain substitutes for Charter.
6. Complete salary calculations for each Charter employee.
7. Ensure all employee information is updated and accurate in the QCC payroll system.
8. Create and maintain up-to-date Personnel Action Forms (PAFs)
9. Provide consultation and assistance on credentialing.
10. Provide technical assistance on personnel matters, as needed.
11. Provide consultation and advice on personnel matters, as needed.

### **Other Services**

It is understood that from time-to-time the Charter may be required to file documentation to various public entities. The County Superintendent will assist the Charter to complete any documentation that may be required.

Charter shall compensate County Superintendent for “other educational services or human resources functions” at a rate of \$85.00 per hour.

### ***Charter Responsibilities***

1. Provide space necessary for meetings and consultative services.
2. Attend Small School District Principal Meetings as scheduled (Superintendent or Principal).
3. Communicate with SBCOE and provide current information regarding personnel matters, including changes to personnel, work hours, benefits, salary and vouchers.
4. Utilize the employee absence reporting system and process for tracking employee absences.

### **Financial Obligations**

Charter agrees to pay a total of \$3,150 payable on or before July 30, 2024.

Additional costs related to work performed outside of the services described above will be negotiated between SBCOE and the Charter.

### **Term of the Agreement**

The initial term of this Agreement shall begin effective July 1, 2024. The Agreement shall roll over and continue in effect for subsequent terms of one year each unless either party provides written notice of termination within 30 days prior to the end of the term in progress. Compensation for services will not be increased upon extension of the Agreement without the approval of the Charter.

### **General Provisions of This Agreement**

#### **1. Mutual Indemnification**

Each party agrees to defend, hold harmless and indemnify the other party (and its

officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement.

In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other party.

## **2. Insurance Requirements**

Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-VII" in Best Insurance Rating Guide and admitted to do business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement. If at any time a party fails to maintain the required insurance in full force and effect, the other party may cease all work under this Agreement.

The parties acknowledge that either or both of them may be a permissibly self-insured

public entity in accordance with the California Government Code, and that the insurance requirements herein may be satisfied by proof of self-insurance coverages within the stated amounts.

### 3. **Status of Parties**

The parties agree that, in performing the services specified in this Agreement, each party shall act as an independent contractor and shall have control of all work and the manner in which it is performed. The parties shall be free to contract for similar services to be performed while under contract with each other.

Any employees or assistants retained by either party shall be the responsibility of the retaining party and not of the other. Each party shall determine the means and methods for carrying out the work to achieve the result required by this agreement and shall determine the hours during which the services shall be performed and the sequence of tasks.

### 4. **Termination**

Either party may terminate this Agreement prior to its expiration as follows:

- a. If anyone takes over the operation of either party due to fiscal reasons, the agreement is automatically terminated unless the parties each agree to continue the agreement in effect.
- b. If the other party fails to comply with the insurance or indemnification requirements of this Agreement.
- c. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.

### 5. **Miscellaneous**

- a. **Entire Agreement** This Agreement [including any exhibits or schedules referred to in this Agreement] constitutes the final, complete, and exclusive statement of the terms of the Agreement between the parties pertaining to the subject matter of the Agreement [or describe the general nature of the transaction] and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.
- b. **Amendment** The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.
- c. **Waiver** Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.
- d. **Assignment** Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party or parties. Any purported assignment without written consent shall be void.

- e. Parties in Interest Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party of this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.
- f. Severability If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- g. Governing Law The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs the application of the laws of another jurisdiction.
- h. Notices Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal services on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
- i. Authority to Enter into Agreement Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement.
- j. Nondiscrimination and Harassment Each party agrees that it will not unlawfully discriminate, harass or allow harassment, against any employee or other person, because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment.
- k. Conflicts of Interest Each party is aware of and agrees to comply with the requirements of Government Code Sections 1090 and 87100, and other applicable rules on conflicts of interest.

  
 \_\_\_\_\_  
 Signature of Superintendent (or Designee)  
 San Benito County Office of Education

\_\_\_\_\_  
 Signature of Principal (or Designee)  
 San Benito County Polytechnic  
 Academy

3/13/2024  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



# San Benito County Office of Education

Krystal Lomanto, County Superintendent of Schools

460 Fifth Street | Hollister, California 95023 | (831) 637-5393 | FAX (831) 637-0140

## CHARTER EXTERNAL ACCOUNTING SERVICES Charters with 500 or less average daily attendance (ADA)

This Agreement is entered into between the San Benito County Superintendent of Schools (County Superintendent) and **San Benito County Polytechnic Academy** (Charter) and is dated for reference July 1, 2024.

### RECITALS

This Agreement is based on the following facts and understandings of the parties:

- A. County Superintendent has software programs and staff trained and able to perform certain business functions required by the State of California and the Charter. County Superintendent is willing and agreeable to making these services available to Charters within the boundaries of the County of San Benito.
- B. The Charter has a need for certain business and payroll services to be performed. The Charter has determined that it is in the Charter's best interest for the County Superintendent to perform these services on Charter's behalf.
- C. This Agreement is intended to be the written agreement between the parties related to the services to be provided during the referenced term.

### TERMS

The parties agree as follows:

#### I. Payroll Warrant Services

\_\_\_\_\_ *If initialed here, Charter agrees to the following services.*

##### A. Scope of Services

###### 1. Payroll

- a. Annual set-up for contract and monthly employees
- b. Hourly payroll processing based upon time sheets submitted
- c. Payroll deduction/contribution processing

###### 2. Retirement

- a. Reporting and processing coordination

##### B. Fee for the foregoing services is \$1,000 per year

## **II. Vendor Warrant Services**

\_\_\_\_\_ *If initiated here, Charter agrees to the following services.*

### **A. Scope of Services**

#### **1. Vendor Warrants**

- a. Input purchase orders/invoices on batches to create accounts payable pre-lists and mail warrants to vendors – at least once per month at a maximum of one time per week

#### **2. DE542 Monthly State Reporting**

#### **3. Monthly Stale Dated Check Cancellations**

B. Fee for the foregoing services is \$1,200 per year

## **III. Employer Tax Reporting**

\_\_\_\_\_ *If initiated here, Charter agrees to the following services.*

### **A. Scope of Services**

1. Quarterly 941 Federal Tax Reconciliations
2. Quarterly State DE9 Reporting
3. Unemployment Reconciliation/Reporting

B. Fee for the foregoing services is \$1,000 per year

## **IV. HEAR Billing Reconciliation**

\_\_\_\_\_ *If initiated here, Charter agrees to the following services.*

### **A. Scope of Services**

1. Reconciliation of the monthly HEAR billing for SISC III activity
2. Balancing payroll activity with Monthly Activity Reporting

B. Fee for the foregoing services is \$1,000 per year

**V. Other Business Functions.** It is understood that from time-to-time the Charter may be required to file documentation to various public entities. The County Superintendent will assist the Charter to complete any documentation that may be required. Charter shall compensate County Superintendent for “other business functions” at a rate of \$85.00 per hour.



**VI. Term of the Agreement.** The initial term of this Agreement shall begin effective **July 1, 2024**. The Agreement shall roll over and continue in effect for subsequent terms of one year each unless either party provides written notice of termination within 30 days prior to the end of the term in progress. Compensation for services will not be increased upon extension of the Agreement without the approval of the Charter.

**XI. Records.** The Charter is expected to maintain hard copies of all documents given to the County Superintendent in the course of performing the services of this contract.

## **XII. General Provisions of This Agreement**

A. Mutual Indemnification. Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement.

In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the time of giving the first notice of any claim or demand.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage caused solely by the active negligence or by the willful misconduct of the other party.

B. Insurance Requirements. Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-VII" in Best Insurance Rating Guide and admitted to do business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement. If at any time a party fails to maintain the required insurance in full force and effect, the other party may cease all work under this Agreement.

The parties acknowledge that either or both of them may be a permissibly self-insured public entity in accordance with the California Government Code, and that the insurance requirements herein may be satisfied by proof of self-insurance coverages within the stated amounts.

C. Status of Parties. The parties agree that, in performing the services specified in this Agreement, each party shall act as an independent contractor and shall have control of all work and the manner in which it is performed. The parties shall be free to contract for similar services to be performed while under contract with each other.

Any employees or assistants retained by either party shall be the responsibility of the retaining party and not of the other. Each party shall determine the means and methods for carrying out the work to achieve the result required by this agreement, and shall determine the hours during which the services shall be performed and the sequence of tasks.

D. Termination. Either party may terminate this Agreement prior to its expiration as follows:

1. If anyone takes over the operation of either party due to fiscal reasons, the agreement is automatically terminated unless the parties each agree to continue the agreement in effect.
2. If the other party fails to comply with the insurance or indemnification requirements of this Agreement.
3. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.

E. Miscellaneous.

1. Entire Agreement. This Agreement [*including any exhibits or schedules referred to in this Agreement*] constitutes the final, complete and exclusive statement of the terms of the Agreement between the parties pertaining to the subject matter of the Agreement [or describe the general nature of the transaction] and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

2. Amendment. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

3. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

4. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party or parties. Any purported assignment without written consent shall be void.

5. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party of this

Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.

6. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

7. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs the application of the laws of another jurisdiction.

8. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal services on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

9. Authority to Enter Into Agreement. Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery and performance of the Agreement.

10. Nondiscrimination and Harassment. Each party agrees that it will not unlawfully discriminate, harass or allow harassment, against any employee or other person, because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment.

11. Conflicts of Interest. Each party is aware of and agrees to comply with the requirements of Government Code Sections 1090 and 87100, and other applicable rules on conflicts of interest.

**CHARTER**

SAN BENITO COUNTY  
POLYTECHNIC  
ACADEMY

By \_\_\_\_\_

Authorized Signatory Name:

Title:

Address:

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

KRYSTAL LOMANTO, SAN BENITO COUNTY  
SUPERINTENDENT OF SCHOOLS

By  \_\_\_\_\_

Signatory Name: Shannon Hansen

Title: Assistant Superintendent, Business  
Services

Address: 460 5<sup>th</sup> Street, Hollister, CA 95023

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



# San Benito County Office of Education

Krystal Lomanto, County Superintendent of Schools

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460 Fifth Street | Hollister, California 95023 | (831) 637-5393 | FAX (831) 637-0140

## Teacher Credentialing Program/Induction San Benito County Polytechnic Academy

### Memorandum of Understanding (MOU) 2024-2025

This memorandum of understanding is between the **San Benito County Office of Education** (SBCOE) and the **San Benito County Polytechnic Academy** ("Charter") for SBCOE. The purpose of this MOU is to establish a formal working relationship between the parties of this agreement and to set forth the operative conditions that will govern this partnership. The goal of this partnership is to provide quality professional development and support to first and second-year teachers and their Induction Coaches, and provide legal justification, in accordance with Education Code 44279.2(c) for granting second level California clear teaching licensure.

#### Assurances

- A. The San Benito County Office of Education agrees to:
1. Provide administration of and secretarial support for the project activities as described in the approved Induction Program submission document.
  2. Coordinate with the Human Resources Directors of the consortium districts and the Teacher Induction Advisory Team consisting of one representative from each participating consortium LEA.
  3. Assist the Charter as needed with identification and placement of Participating Teachers into the program including identifying Participating Teachers eligible to apply for the Early Completion Option.
  4. Provide assistance with the Induction Coach matching process, including monitoring, application and selection processes, eligibility, maintaining approved state ratios, collecting and storing required documentation, etc. as needed by the Charter.
  5. Provide assistance in recruiting and training qualified Induction Coaches and the Charter Program Advisor and developing professional agreements under which Induction Coaches and Program Advisors deliver Teacher Induction services as needed by the Charter.
  6. Provide formative assessment training and other relevant trainings for Induction Coaches and Program Advisor.
  7. Purchase all required material for all Induction Coaches and Participating Teachers in the Teacher induction Program as well as materials utilized in the professional development of Participating Teachers and Induction Coaches.

8. Provide professional development to Induction Coaches and Participating Teachers to meet the demands of the Induction Program standards and train Program Advisors to prepare and deliver trainings to Participating Teachers and Induction Coaches.
  9. Provide Site Administrator training as needed or requested.
  10. Provide Charter with information regarding Participating Teacher and Induction Coach attendance at meetings, program component completion, and other accountability data as needed or requested.
  11. Coordinate required program evaluation for accreditation and program improvement purposes.
  12. Maintain a database of participants for information tracking purposes, coordination of services and program evaluations.
  13. Prepare and submit all required program budgets, reports and fees to Commission on Teacher Credentialing.
  14. Maintain communication with the Charter and the Program Advisor regarding the expectations of the support.
- B. The Charter agrees to:
1. Select Induction Coaches for all Candidates within 30 days of the date of hire, according to the selection criteria and interview procedures detailed in the SBCOE Teacher Induction Handbook.
  2. In coordination with the program director, appropriately match Induction Coaches with Participating Teachers within 30 days of enrollment into the Teacher Induction Program. *Note that Induction Coaches must have a minimum of three years of successful teaching experience. In addition, Education Specialist Induction Coaches must hold a clear credential in the same authorization area as the Participating Teacher they are matched with. If this is not possible with Charter employees, please contact the Program Director for assistance.*
  3. Ensure that goals for each Participating Teacher are developed within the context of the Individual Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the program.
  4. Provide a structure of dedicated time for the Participating Teacher and Induction Coach to work together on a weekly basis (minimum 1 hour per week).
  5. Ensure attendance at all required professional development programs designed for Participating Teachers and Induction Coaches.
  6. Ensure all Program Advisors, Participating Teachers and Induction Coaches complete all surveys, forms and paperwork required by the program and attend meetings related to SBCOE Induction Accreditation as needed.
  7. Provide and monitor release time to Participating Teachers (minimum 2 days each per school year) to observe veteran teachers' classrooms.
  8. Provide release time to Induction Coaches (minimum 2 days each per school year) to observe Participating Teachers' classrooms and visit veteran teachers' classrooms with the Participating teacher.
  9. Compensate SBCOE the amount of \$2,000 per participating teacher enrolled in the San Benito County Consortium Teacher Induction Program as of November 1 or the current school year. New hires after this date must wait until the following school year to enroll (actual enrollment date may be prior to November 1). SBCOE will process a transfer equal to 50% of the costs prior to December 31 and the remaining 50% of costs prior to June 1 of the current school year.
  10. Pay supplemental payment (stipend) and benefits for Induction Coaches working with enrolled Teacher Induction Participating Teachers within the Charter for not less than an average of one hour per week of individualized mentoring support.
  11. Provide facilities for meetings and training sessions for the Teacher Induction program as needed.

12. Allow interested and eligible Participating Teachers to apply for the Early Completion Option. Please note: The Early Completion Option (ECO) is for experienced and exemplary teachers. A minimum of two years prior teaching experience and a satisfactory (meeting standard) or above rating on all elements of the last two formal teaching evaluations are required as well as site administrator approval based on current year observation evidence of exemplary practice documented on an Induction Program-provided form indicating applicable California Standard for the Teaching Profession components.
13. Provide and monitor site and Charter Teacher Induction Overview and coordinate training with the program director as needed.
14. Ensure Individual Learning Plan (ILP) goals are developed collaboratively between the Site Administrator, Participating Teacher and Induction Coach within 60 days of enrollment in the program.
15. Design and Implement the ILP solely for the professional growth and development of the Participating Teacher and not for evaluation for employment purposes.
16. Assign a clear credentialed employee to serve as the Program Advisor. Program Advisor is required to:
  - a. Attend SBCOE Program Advisor Meetings each month.
  - b. Prepare for, advertise and deliver Charter orientation to Charter Participating Teachers, Induction Coaches and administration using SBCOE approved materials.
  - c. Prepare for and host support meetings with Charter Participating Teachers and Induction Coaches.
  - d. Oversee Charter Participating Teacher and Induction Coach Progress
  - e. Conduct the program survey with site leaders, Participating Teachers and Induction Coaches.
  - f. Consult with the Induction Program Director in matters pertaining to high-quality implementation of the program.
  - g. Maintain a detailed log of hours, dates and activities performed.
17. Maintain communication with the San Benito County Consortium Induction Coordinator as to the progress of support.

#### **Additional Services**

1. In the event Charter requires services from SBCOE in addition to those set forth in this agreement, SBCOE shall be given additional compensation for those additional services. If either party believes that the additional services for SBCOE as necessary or desirable, that party shall submit a written description of the additional services to the other party along with the reasons the additional services are required or reasonable and the specific cost of the additional services. Such services shall be performed by SBCOE only after both parties agree in writing to proceed with the additional services.
2. Additional services may include, but are not limited to, substitute Induction Coach services and additional Induction Coach services to meet Educational Specialist credential authorization match requirements.

**Effective Date: July 1, 2024**

**Termination: June 30, 2025**

1. Mutual Indemnification Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether

in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement.

In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the time of giving the first notice of any claim or demand.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage caused solely by the active negligence or by the willful misconduct of the other party.

2. Insurance Requirements Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-VII" in Best Insurance Rating Guide and admitted to do business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement. If at any time a party fails to maintain the required insurance in full force and effect, the other party may cease all work under this Agreement.

The parties acknowledge that either or both of them may be a permissibly self-insured public entity in accordance with the California Government Code, and that the insurance requirements herein may be satisfied by proof of self-insurance coverages within the stated amounts.

3. Termination. Either party may terminate this Agreement prior to its expiration as follows:

- a. If anyone takes over the operation of either party due to fiscal reasons, the agreement is automatically terminated unless the parties each agree to continue the agreement in effect.
- b. If the other party fails to comply with the insurance or indemnification requirements of this Agreement.
- c. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.

4. Miscellaneous

- a. *Entire Agreement* This Agreement [including any exhibits or schedules referred to in this Agreement] constitutes the final, complete and exclusive statement of the terms of the Agreement between the parties pertaining to the subject matter of the Agreement [or describe the general nature of the transaction] and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.
- b. *Amendment* The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.
- c. *Waiver* Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.
- d. *Assignment* Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party or parties. Any purported assignment without written consent shall be void.
- e. *Parties in Interest* Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party of this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.
- f. *Severability* If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- g. *Governing Law* The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs the application of the laws of another jurisdiction.
- h. *Notices* Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal services on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
- i. *Authority to Enter into Agreement* Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions



contemplated by it, and has taken all action necessary to authorize the execution, delivery and performance of the Agreement.

- j. *Nondiscrimination and Harassment* Each party agrees that it will not unlawfully discriminate, harass or allow harassment, against any employee or other person, because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment.
- k. *Conflicts of Interest* Each party is aware of and agrees to comply with the requirements of Government Code Sections 1090 and 87100, and other applicable rules on conflicts of interest.

**Definition of Roles:**

*Participating Teacher:* The teacher who is enrolled in the Induction Program.

*Induction Coach/Coach:* The fully credentialed teacher who is providing Induction support as outlined in the Induction Coach Agreement. The Coach observes and meets regularly with the candidate and provides non-evaluative feedback to the Candidate.

*Program Advisor:* The person who is responsible for coordinating professional development and support to Participating Teachers and Coaches and who serves as the liaison between SBCOE and the Participating Teacher.

*Program Director:* The person who oversees the day-to-day operation of the SBCOE Teacher Induction Program

**San Benito County Office of Education**

**San Benito County Polytechnic Academy**

  
\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

*Antonio Vela*  
\_\_\_\_\_  
*Printed name*

\_\_\_\_\_  
*Printed Name*

*3/13/2024*  
\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



# San Benito County Office of Education

Krystal Lomanto, County Superintendent of Schools

460 Fifth Street | Hollister, California 95023 | (831) 637-5393 | FAX (831) 637-0140

## SAN BENITO COUNTY SCHOOLS MEMORANDUM OF UNDERSTANDING (MOU) FINGERPRINT CONSORTIUM

This Memorandum of Understanding is entered into effective July 1, 2024, for participation in the **San Benito County Schools Fingerprint Consortium** is entered into by the **San Benito County Office of Education** and the **San Benito County Polytechnic Academy** pursuant to Education Code sections 44830.2 and 45125.01. The purpose of the consortium is to provide for a centralized system for receiving and maintaining criminal history records for temporary, part-time, substitute certificated and classified employees, or non-certificated candidates assuming a paid or volunteer position with any San Benito County public school employer pursuant to Education Code section 49024 who may be employed by more than one San Benito County public school employer.

The parties agree as follows:

1. The San Benito County Polytechnic Academy hereby designates the San Benito County Office of Education as its agent for the purpose of fulfilling the following functions and responsibilities that are set forth in the Education Code sections 44830.1 and 45125:
  - Receiving reports of convictions of the serious and violent felonies as defined in Education Code sections 44830.1(c)(1) and 45122.1(c)(1), sex offenses as defined in Education Code section 44010, controlled substance offenses as defined in section 44011, or offenses specified in section 44424.
  - Reviewing criminal history records.
  - Subscribing to the subsequent arrest notification service from the California Department of Justice as provided under Penal Code section 11105.2.
  - Reviewing reports of subsequent arrests from the Department of Justice.
  - Maintaining common lists of persons eligible for employment.
  - Making information available to the San Benito County Polytechnic Academy as provided in paragraphs 3 and 4.
2. The agency designation described in paragraph 1, above, shall apply to all temporary, part-time or substitute certificated and classified employees, and all applicants for such positions, and all non-certificated candidates assuming a paid or volunteer position with any San Benito County public school employer pursuant to Education Code section 49024.
  - The individual at the San Benito County Office of Education responsible for performing the functions and carrying out the responsibilities described in paragraph 1, above, is the person occupying the position of Personnel/Credentials Supervisor.
3. Criminal Record Summary – No party to this agreement shall disclose the contents of, or provide copies of, criminal offender record information except that upon receipt of a

## MEMORANDUM OF UNDERSTANDING - FINGERPRINT CONSORTIUM

### Page 2

criminal record summary. The San Benito County Office of Education shall take the following action(s):

#### Criminal Record Summary—continued

- If the information received from the California Department of Justice reveals that the employee or applicant is not prohibited from being employed, the San Benito County Office of Education shall place the person's name on a list of eligible employees and shall, upon request, issue a Certificate of Employability to any party employing the individual. This certificate shall state that the San Benito County Office of Education has received the criminal record summary of the employee or applicant in question, the date of receipt of that summary, that the information contained therein does not prohibit the individual from being employed, and that the San Benito County Office of Education had not received any subsequent arrest or conviction information that would prohibit employment.
  - The San Benito County Office of Education shall notify the San Benito County Polytechnic Academy's Superintendent or designee of each party informing him/her that the criminal record summary for the individual is available for inspection at the Personnel Office of the San Benito County Office of Education by the San Benito County Polytechnic Academy's Superintendent or designee on a confidential basis for a period of thirty (30) days following receipt of the notice. If the information received from the California Department of Justice reveals that an employee or applicant is prohibited from being employed, the SBCOE shall notify the San Benito County Polytechnic Academy's Superintendent or designee of that fact, and that the individual's criminal record summary is available for inspection at the San Benito County Office of Education Personnel Office by the San Benito County Polytechnic Academy's Superintendent or designee on a confidential basis for a period of thirty (30) days following receipt of the notice.
  - The San Benito County Office of Education shall comply with criminal offender records information destruction, storage, dissemination, auditing, background checking and training requirements as set forth in Sections 700 through 708, inclusive, of Title 11 of the California Code of Regulations and with the rules regarding use. In addition, the San Benito County Office of Education shall maintain a record of all persons to whom the information has been disclosed and/or provided to.
4. Notice of Subsequent Arrest or Conviction – No party to this agreement shall disclose the contents of, or provide copies of, criminal offender record information except that upon receipt of subsequent arrest or conviction information, the San Benito County Office of Education shall take the following action(s):
- The San Benito County Office of Education shall immediately notify the San Benito County Polytechnic Academy's Superintendent or designee of each party known by the San Benito County Office of Education to have employed the individual via telephone, fax or e-mail, informing him/her that a subsequent arrest or conviction notification has been received and whether or not the employee is eligible for employment based upon the information contained within the notice, which shall be available for inspection at the San Benito County Office of Education's Personnel Office by the San Benito County

**MEMORANDUM OF UNDERSTANDING - FINGERPRINT CONSORTIUM**

**Page 3**

Polytechnic Academy’s Superintendent or designee on a confidential basis for a period of thirty (30) days.

Notice of Subsequent Arrest or Conviction—continued

- The San Benito County Office of Education shall comply with criminal offender records information destruction storage, dissemination, auditing, backgrounding, and training requirements as set forth in Sections 700 through 708, inclusive, of Title 11 of the California Code of Regulations and the rules regarding use and security of these records as set forth in Section 11077 of the Penal Code. In addition, the San Benito County Office of Education shall maintain a record of all persons to whom the information has been disclosed and/or provided to.
5. San Benito County Polytechnic Academy will hold harmless, defend, and indemnify San Benito County Office of Education, its Superintendent, employees, and agents, against any and all actions and/or claims that might result from performance of this agreement.
  6. This agreement is effective on July 1, 2024. This agreement will automatically renew on July 1 of each year and will continue in effect year to year unless the San Benito County Polytechnic Academy provides written notice to the San Benito County Office of Education by May 1 of the preceding school year of its intent to terminate the agreement.
  7. The San Benito County Polytechnic Academy hereby authorizes the San Benito County Office of Education to withhold annually from funding due to the San Benito County Polytechnic Academy an amount based on ADA levels identified in Attachment A as the San Benito County Polytechnic Academy’s share of the cost of operating the Fingerprint Consortium.

**San Benito County Polytechnic Academy**

**San Benito County Office of Education**

\_\_\_\_\_  
Authorized Signature

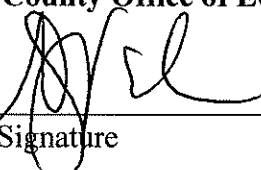
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Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
 Director, Human Resources  
 3/13/24

\_\_\_\_\_  
CUSTODIAN OF RECORDS

*The above named Custodian of Records is authorized to receive/review the confidential criminal history information pertaining to San Benito County Polytechnic Academy employees/applicants in this agreement.*



# San Benito County Office of Education

Krystal Lomanto, County Superintendent of Schools

460 Fifth Street | Hollister, California 95023 | 831. 637.5393 | FAX 831. 637.0140

## Verification of Memorandum of Understanding Fingerprint Consortium

This is to verify that **San Benito County Polytechnic Academy** shall participate as a member of the San Benito County Office of Education Fingerprint Consortium per the Memorandum of Understanding signed on \_\_\_\_\_ (insert date).

The authorized San Benito County Polytechnic Academy Custodian of Records is:

- 1. Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

The authorized San Benito County Polytechnic Academy Superintendent designee to receive the Clearance Summary is:

- 1. Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_
  
- 2. Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

*The above-named Custodian(s) of Records is authorized to receive/review the confidential criminal history information pertaining to San Benito County Polytechnic Academy employees/applicants.*

**San Benito County Polytechnic Academy**

**San Benito County Office of Education**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**For SBCOE Routing Use Only:**

1. \_\_\_ HR 2. \_\_\_ Superintendent/Designee 3. \_\_\_ Business Department

## ATTACHMENT A

Annual charges will be based on Prior Year P-2 ADA

### Schedule of Charges

Up to 900 ADA	\$100
901 – 2500 ADA	\$250
2501 – 5000 ADA	\$500
5001 and higher ADA	\$750



## MEMORANDUM OF UNDERSTANDING

### Special Education

#### By and Among the San Benito County Office of Education, San Benito County Polytechnic Academy and Polytechnic Academy

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is executed by and among the San Benito County Office of Education (“SBCOE”), San Benito County Polytechnic Academy (“SBCPA”), a charter school organized and existing under the laws of the State of California, and “Polytechnic Academy (“PA”)”, a nonprofit 501(c)(3) corporation, (collectively, “the Parties”). Throughout this MOU, SBCPA and PA are collectively and interchangeably referred to as “Charter School.”

Throughout this MOU, the Charter, and any attachments, exhibits, and/or appendices or supporting documents thereto, any and all references to San Benito County Polytechnic Academy and/or SBCPA and/or Polytechnic Academy and/or PA and/or the Charter School and/or the School, by any name or designation, shall apply with full force and effect to the school itself and the nonprofit 501(c)(3) Polytechnic Academy corporate entity. For all purposes related to this MOU, the Charter, or the operations of Polytechnic Academy and/or SBCPA, both the school and the corporate entity, to the extent that they are separate entities, shall be fully obligated to comply with the provisions of this MOU and the Charter and any attachments, exhibits and/or appendices or supporting documents thereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein.

Throughout this MOU and the Charter and any attachments, exhibits, and/or appendices thereto, any time that the Charter School indicates that it will follow the requirements of a particular provision of the Education Code or other law, it means that the Charter School will comply with these laws in the same manner as required for California noncharter public schools, except where otherwise specified.

In consideration of the promises, mutual covenants and agreements herein set forth, the SBCOE and the Charter School do hereby agree as follows:

#### I. TERM

This MOU shall commence on the date upon which it is fully executed by the duly authorized representatives of the parties (“Effective Date”) and shall be coextensive with and remain in full force and effect throughout the current term of the Charter School’s Charter. Further, the term of this MOU shall continue in full force and effect beyond the current Charter term during the period of any renewal granted by the SBCBOE or during the pendency of any appeal of a revocation of the Charter unless and until such time as (a) the Parties enter into a replacement MOU that supersedes this MOU; (b) the Parties specifically agree in writing that this MOU is terminated, or (c) SBCPA ceases operating and relinquishes its Charter for any reason and complies with all Closure Protocols (as defined herein) and any ongoing requirements of the Charter or this MOU.

Upon termination of this MOU, any provisions of this MOU that specify that they shall survive the termination of the Charter and/or MOU and/or closure of the Charter School shall remain in full force and effect in accordance with their terms. This MOU may be reviewed annually and may be amended or augmented by addendum or revisions at any time upon mutual written agreement, executed by duly authorized representatives of both SBCOE and Charter School. The future renewal of the Charter School's Charter will depend in part on the Charter School's compliance with the terms of this MOU and applicable law.

## **II. SPECIAL EDUCATION SERVICES/504**

The following provisions govern the application of special education to Charter School students;

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission based solely on disability status. Furthermore, no student and/or parent will be encouraged not to enroll or to leave the Charter School because the Charter School does not provide special education services, because the Charter School cannot or will not provide the placement(s) and/or services required by the student and/or the student's individualized education program ("IEP"), or because the Charter School is not a good fit for the student.
- B. Pursuant to Education Code Section 47641(b), the Charter School has elected to be deemed a public school of the SBCOE for special education purposes. Nothing in this MOU shall prevent the Charter School from seeking membership in a SELPA as a local educational agency ("LEA").

Should the Charter School ever determine that it is interested in becoming its own local educational agency ("LEA") for purposes of providing special education services, rather than being deemed a school of the SBCOE for such purposes, it must provide the SBCOE with written notice that it is considering such a change on or before July 1 of the year preceding the fiscal year in which the Charter School would become its own LEA. Additionally, the Charter School must provide the SBCOE with final written notice that it has made a final decision to become its own LEA on or before January 1 of the fiscal year preceding the fiscal year in which the Charter School would become its own LEA. At the time the Charter School provides such final notice, the notice must include information establishing the Charter School's ability and capacity to serve as its own LEA and provide special education services in accordance with federal and state law, including proof of the Charter School's acceptance as a member of a SELPA for the fiscal year in which the Charter School will become its own LEA. At any time that the Charter School becomes its own LEA for the purposes of special education, the SBCOE shall have no further responsibility for the coordination or provision of special education services to the Charter School's students, regardless of school district of residence of such students, and the Charter School shall be exclusively responsible for the coordination and provision of special education services to the Charter School's students and for any and all other obligations of a school or school district relative to services for students with special needs. Prior to making such a change of SELPA's the Charter School shall first obtain a determination from the County Superintendent of whether the proposed change constitutes a material revision to



the Charter School's Charter, and, if so, shall process such material revision in accordance with law and any pertinent agreements with the SBCOE.

C. Section 504 and the ADA

1. Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504") and the Americans with Disabilities Act ("ADA") with respect to eligible students.
2. The Charter School shall adopt a Section 504 policy, procedure, and forms.
3. By September 1 of each year, the Charter School shall designate a Charter School employee responsible for Section 504 compliance and notify the SBCOE Director of Student Services in writing of the name of the responsible individual.
4. The Charter School will comply with all applicable state and federal laws regarding compliance with Section 504 and the ADA.

D. Charter School Special Education Responsibilities

1. General Requirements

The Charter School and the SBCOE will adhere to the provisions of the Individuals with Disabilities in Education Improvement Act ("IDEA") and California special education laws and regulations to ensure that all students with disabilities are accorded a free, appropriate public education ("FAPE"). The Charter School will also ensure that no student otherwise eligible to enroll in the Charter School will be denied enrollment on the basis of their special education status.

The Charter School will comply with Section 504, the ADA, and all Office for Civil Rights mandates as applicable for students enrolled in the Charter School.

The Charter School will use San Benito County Special Education Local Plan Area ("SELPA") forms to develop, maintain, and review assessments and IEPs in the format required by the SELPA and in accordance with SBCOE and SELPA policies and procedures. The Charter School will maintain copies of assessments and IEP materials for SBCOE review upon request.

The Charter School will participate in the state quality assurance process for special education (i.e. verification reviews, coordinated compliance self-reviews, complaints monitoring, procedural safeguards, and the local plan, including but not limited to: age, grade, type of disability, ELL status, and number of students receiving services, number of students receiving and types of test modifications and exemptions; settings of service; suspension data, and reasons for charter exiting.

All necessary procedures and practices to ensure confidentiality and accurate/timely reporting will remain the responsibility of the Charter School.

## 2. Funding and Provision of Services

Per the Charter, the SBCOE shall operate as the LEA for the Charter School. All special education funding and allocated services will be provided to all students with Special Needs (SWD) based on the SELPA Funding Allocation Distribution Model then in place. Based on the current allocation model, the following services are funded off-the-top and follow the student regardless of LEA. Off-the-top services include Low Incidence, i.e. Visually Impaired, Orthopedic Impairment, Orientation, and Mobility, Deaf/Hard of Hearing Services, including contracted services for a licensed Audiologist, Educationally Related Mental Health Services (ERMHS). Should the allocation model change between now and June 30, 2024, all LEAs, including the SBCOE as LEA representative of the Charter School, shall bear all costs of Low Incidence Services and equipment as well as ERMHS, which costs will be billed back to and the responsibility of the Charter School.

As a school of the SBCOE, the Charter School understands and agrees that it is subject to the allocation plan of the SELPA. Pursuant to the allocation plan of the SELPA, the Charter School is entitled to a base special education program, to include a Resource Specialist Program (RSP); a Language, Speech and Hearing Specialist (LSH), assessment and diagnosis of referred students needing a psychoeducational assessment by credentialed specialists, and educationally related mental health services. All other services beyond the base special education program as defined above are provided on a direct cost billing model, subject to availability. Should such services not be available, the Charter School understands and agrees that it will be solely responsible for hiring staff and/or contracting with California certified non-public agency(ies) or non-public schools to provide the services. Services beyond the base special education program as defined above include but are not limited to Assistive Technology, Behavior, AAC, Occupational Therapy, SDC, NPS, RTC, and Transportation.

All special education services, whether delivered by SBCOE employees, the Charter School, or contractors will be provided by employees or contractors qualified to provide special education services as required by state and federal law.

The SBCOE will act as the Charter School's LEA and will provide the base special education program for students enrolled in the Charter School as defined above. The Charter School reserves the right to contract with agencies and vendors outside of the SBCOE when appropriate to secure special education services beyond the base special education program provided by the SBCOE.

The SBCOE Special Education Director or designee will provide administrative consultation and support services. However, the Charter School understands and agrees the day-to-day oversight of special education programming and services is the sole responsibility of the Charter School.

### 3. Identification, Referral and Assessment

The Charter school will follow all SELPA policies and procedures and shall adopt and implement policies related to the identification and referral of students with disabilities.

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education and related services. The Charter School shall implement SELPA policies and procedures to ensure timely identification and referral of students who have or may have such exceptional needs. A pupil shall be referred for services only after the resources of the general education program have been considered, and, where appropriate, utilized.

The Charter School shall follow SELPA child find procedures to identify students who may require assessment to determine eligibility for special education and related services in the case that general education interventions are not successful in addressing/remediating a concern.

The referral process shall include Student Success Team (“SST”) meetings to review prior interventions, accommodations and modifications and to recommend further interventions as appropriate. Upon review of accumulated data, observation and review of records, the Charter School may determine that assessment is necessary to determine possible eligibility for special education programs and related services. However, the Charter School understands and agrees that the SST process does not result in a waiver of timelines related to responding to a written request for assessment or alleviate the Charter School’s child find obligations.

Upon a parent’s written request for assessment, the Charter School, in collaboration with the SBCOE, shall develop an assessment plan for each student with suspected disabilities within 15 days of receiving the request for assessment. The assessment plan will describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments will be conducted within legal timelines, after receiving the parents’ written consent.

The Charter School will make the determination as to what assessments are necessary, in collaboration with the SBCOE, including assessments for all referred students, annual assessments, and triennial assessments, in accordance with state and federal law.

### 4. Independent Educational Evaluations

If an independent educational evaluation (“IEE”) is requested in response to an assessment, the Charter School shall be solely responsible for responding to the request for the IEE, and for all costs associated with funding the IEE, and/or for all costs associated with litigation to defend the Charter School’s assessment(s).

4. Search and Serve

No assessment or evaluation shall be used for admission purposes. Parents shall be informed that special education and related services are provided at no cost to them. The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records prior to enrollment in the Charter School.

5. Interim Placements of New Charter School Students

For students transferring to the Charter School with an existing IEP, the Charter School shall provide a comparable program to that set forth in the student's last agree upon and implemented IEP, including related services, for the first thirty (30) days after enrollment, unless otherwise agreed in writing by the parent/legal guardian and Charter School. IEP team meetings for such students will be held, during which the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law within thirty (30) days of the student's enrollment in accordance with state and federal law.

6. Alternative Placements

In the event that the Charter School is not an appropriate placement for a student with special needs, the Charter School will contact the SBCOE to discuss placement and service alternatives. The SBCOE agrees to consult with the Charter School regarding possible alternative placements outside of the Charter School, including possible non-public schools ("NPS") and/or residential treatment centers ("RTC"). However, the Charter School understands and agrees that any placement in an alternative placement, including special day class ("SDC"), therapeutic/behavior focused program for students with social/emotional needs, autism programs, NPS, and/or RTC necessary for a Charter School student will be the responsibility of the Charter School to offer as FAPE, and to fund, at its own expense. The SBCOE does not provide, offer, and/or fund any SDC, NPS, and/or RTC's.

7. IEP Meetings

The Charter School, in collaboration with the SBCOE special education staff, shall arrange and provide notice of the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Head of School and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student.

The Charter School shall invite and coordinate with the SBCOE the attendance of all other necessary staff that may include, but is not limited to, SBCOE special education administrative designee, and other related service providers, including a school psychologist, as appropriate.

The SBCOE case manager in coordination with the Charter School, shall arrange and provide notice of the necessary IEP meetings. Meeting notices shall be sent to the parent (in their native language) with enough time to allow them to plan to attend. Meetings shall be held at a mutually agreed upon time and place. Parents shall be provided with a copy of their procedural safeguards. Parents/guardians are mandatory, essential members of an IEP team. The timeline for IEP meetings shall be as follows: at least yearly to review the student's progress; every three years to review the results of a mandatory comprehensive reevaluation; after the student has received formal assessment or reassessment; within 30 days of a parent's request; when an Individual Transition Plan is (ITP) required at the appropriate age; anytime the student is not making anticipated progress in order to meet annual goals, and when a manifestation determination meeting is required.

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process, and the responsibility of the Charter School. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and state and federal law.

#### 8. IEP Implementation

The Charter School shall be responsible for all school site implementation of students' IEPs. As part of this responsibility, the Charter School shall provide parents with timely reports on the student's progress as provided in the student's IEP, and at least quarterly or as frequently as progress reports are provided for the Charter School's non-special education students, whichever is more. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, accommodations and/or modifications, and assistive technology pursuant to each student's IEP. The Charter School shall offer special education services in the least restrictive environment whenever possible.

The Charter School shall implement IEPs as soon as possible after receipt of written parent consent to the IEP. Special Education and related services shall be made available to the student in accordance with the student's IEP. The Charter School, in coordination with the SBCOE case manager, shall ensure that each general education teacher, special education teacher, appropriate related service provider and other identified providers shall have access to the student's IEP, that each staff member shall be informed of their specific responsibilities, that staff members are informed of accommodations, modifications and supports necessary for the students and that progress is monitored.

9. Special Education Curriculum, Resources, And Professional Learning

The Charter School agrees to use State approved, research-based curriculum with fidelity and intensity to ensure that each student has the opportunity to access the core curriculum and supplementary resources and that programs are reasonably calculated to result in educational benefit.

The Charter School agrees to provide professional development on a regular basis to staff in the following areas: special education compliance and responsibilities, positive school-wide behavior interventions and supports, child find, referral, identification, and academic interventions.

Additionally, Charter School staff shall participate in SBCOE and/or SELPA in-service training related to special education.

10. Student Discipline

The Charter School will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEA, regarding discipline of students with disabilities. Discipline procedures will include positive behavioral interventions. Prior to recommending expulsion and/or prior to the eleventh day of consecutive suspension or a change of placement pursuant to Title 34 of the Code of Federal Regulations, Section 300.536, for a student with disabilities, the Charter School will convene a manifestation determination IEP. The Charter School will collect data pertaining to the number of special education students suspended or expelled.

11. Non-Discrimination

It is understood and agreed that all children shall have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of their disability or due to the student's request for, or actual need for, special education services.

12. Parent/Guardian Concerns and Complaints

The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall appropriately investigate and respond to any concerns raised by parents/guardians regarding the provision of special education and related services and/or any alleged violation of the parent rights and procedural safeguards. Parents shall be notified that they also have the right to file a complaint with the SBCOE and/or California State Department of Education.'

13. Due Process Hearings

The SBCOE may invoke dispute resolution provisions, initiate due process hearings, and/or utilize other procedures applicable to the Charter School if the SBCOE determines that such action is legally necessary to ensure compliance with

federal and state special education laws and regulations. The Charter School may request SBCOE action on behalf of the Charter School and the SBCOE and the Charter School shall meet to agree on a course of action.

In the event that a parent or guardian of a student attending the Charter School initiates due process proceedings, the SBCOE and the Charter School shall work together in an attempt to resolve the matter at an early stage (informal settlement or mediation), and will participate in any resolution sessions required by law. In the event that the SBCOE determines that legal representation is needed, the SBCOE and the Charter School shall be jointly represented by SBCOE legal counsel unless there is a conflict of interest. The Charter School will be solely responsible for the SBCOE's and Charter School's joint legal fees, prospective special education and related services, compensatory education, reimbursement, and/or student's attorney's fees awarded by a due process hearing officer, or court for any time period a student was enrolled in the Charter School, unless and until SBCOE is determined to be responsible for some of such costs pursuant to the indemnification language in Section II.D.16.

If the Charter School chooses to retain separate legal counsel, the Charter School shall be solely responsible for the separate fees and costs of such representation.

#### 14. Complaints

In consultation with the Charter School, the SBCOE will investigate and respond to all special education complaints the SBCOE receives pertaining to the Charter School including the SBCOE's Uniform Complaint Procedures, Office for Civil Rights and California Department of Education Special Education Compliance Complaints. The Charter School will cooperate with the SBCOE in any such investigations and provide the SBCOE with any and all documentation that is necessary to respond to complaints.

The Charter School will investigate and respond to all special education complaints received by the Charter School. The Charter School agrees to notify the SBCOE within three (3) days of receipt of any formal complaint, including a complaint pursuant to the Uniform Complaint Procedures, the Office for Civil Rights, or the California Department of Education.

The Charter School will be solely responsible for the costs resulting from, arising out of, or associated with the investigation and implementation of appropriate remedies with regard to a complaint filed regarding a student's attendance at the Charter School.

#### 15. Dispute Resolution

Disputes between the parties arising from this MOU or the provision of services hereunder shall be resolved by using the following dispute resolution process. If the Charter School disagrees with a decision or practice of SBCOE, or another SELPA participating LEA, the Charter School has a responsibility to discuss and

attempt resolution of the disagreement with the party or parties directly involved. Either party may request the direct assistance of the SELPA Director, or their designee. In the event the issue has not been resolved, either party may request review by the SELPA Special Education Council. If either party disagrees with the recommendation of the SELPA Special Education Council, either party may request that the issue be placed on the SELPA Governance Council agenda for a decision. The parties to the dispute shall recuse themselves from voting and deliberation on the SELPA Special Education Council and the Governance Council for all matters pertaining to the dispute.

In the event the initiating or other affected agencies disagree with a decision of the Governing Council, the dispute will be resolved through the following alternative dispute resolution procedure.

A. The dissatisfied party shall issue a written request for formal dispute resolution as described herein. The written request shall include a description of the concerns to be addressed, with sufficient specificity as to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. The written request shall be submitted to the SELPA Director.

B. Within 5 days of receipt of the request, the SELPA Director will request that a mediator be appointed. Mediation shall be provided through a neutral individual agency as determined appropriate by the San Benito County SELPA Director and acceptable to all parties. The SELPA shall be considered a participating party. Costs for mediation shall be assessed equally between all participating parties.

C. If the parties are unable to resolve their disagreement through mediation, the parties involved in the dispute will initiate binding arbitration. Disputes arising from this MOU, or the provision of services thereunder, including disputes regarding the applicability or validity of this agreement to arbitrate, shall be subject to arbitration, provided, however, that this clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Request for appointment of an arbitrator shall be made within 15 days following conclusion of the mediation process.

The arbitration will be conducted in accordance with JAMS then existing Comprehensive Arbitration Rules & Procedures and/or Streamlined Arbitration Rules and Procedures. The parties agree that the Expedited Procedures set forth in JAMS Comprehensive Rules 16.1 and 16.2 shall be employed. A single arbitrator shall be mutually selected by the parties. The decision of the arbitrator shall be final and binding upon all parties, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. In rendering a decision, the arbitrator shall have no authority to add to, modify, change or disregard any lawful terms of this MOU. The arbitration costs shall be



assessed equally between all participating parties. Except as otherwise provided herein, each party shall bear their own attorneys' fees and costs, if any, connected with these dispute resolution procedures. The parties agree that for disputes arising under this MOU or the provision of services hereunder, compliance with this dispute resolution process shall satisfy the obligation to participate in any dispute resolution process set forth in other documents, including the San Benito County SELPA Procedural Handbook, the San Benito County Local Plan for Special Education, and the Agreement Regarding the Organization, Implementation, Administration and Operation of the San Benito County Special Education Local Plan Area. The provisions in this MOU shall govern the parties' dispute notwithstanding any provisions to the contrary in any other plan or agreement between the parties, including without limitation those mentioned above. However, nothing in this MOU or these dispute resolution procedures shall serve to limit or as a prerequisite to SBCOE and/or the San Benito County Board of Education's ability to proceed with revocation of the Charter School's Charter in accordance with Education Code Section 47607 and its implementing regulations.

16. Indemnification

To the fullest extent permitted by law, the Charter School agrees to indemnify, defend, and hold harmless the SBCOE and its Board of Trustees, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "SBCOE" and "SBCOE Personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, an/or any judgment rendered against SBCOE and SBCOE Personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and/or the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity that is related to the provision of special education services by the Charter School pursuant to the Charter School's Charter, the law, and/or this MOU. Charter School's obligation to indemnify, defend, and hold harmless the SBCOE and SBCOE Personnel, as set forth herein, shall survive the revocation, expiration, termination, or cancellation of the Charter School's Charter or any other act or event that would end Charter School's right to operate as a charter school pursuant to the Charter School's Charter or cause Charter School to cease operations.

To the fullest extent permitted by law, the SBCOE agrees to indemnify, defend, and hold harmless the Charter School and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "Charter School" and "Charter School Personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, an/or any judgment rendered against Charter School and Charter School personnel (including but not

limited to due process complaints and/or compliance complaints with the California Department of Education and/or the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity that is related to the provision of special education and oversight pursuant to this MOU, and is due solely to the acts or omissions of the SBCOE, its Board of Directors, Board members, officers, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns.

17. Insurance

The Charter School shall at all time maintain all insurance coverage in strict accordance with any and all requirements of law, its Charter, and/or any agreement between the Charter School and SBCOE, and such insurance coverage shall extend in full force and effect to the acts, omissions, and/or obligations of the Charter School regarding serving students with exceptional needs in accordance with the law, Charter, and/or this MOU.

18. Accounting and Dispute Resolution

By the 15th on a bi-monthly basis, Charter School will submit to the SBCOE an accounting demonstrating the appropriate expenditure of SELPA funds. A violation of this MOU may constitute a violation of the Charter, such that the SBCOE may invoke the dispute provisions of the Charter and/or take any further action deemed appropriate by SBCOE and/or the San Benito County Board of Education, including but not limited to commencement of revocation proceedings. In the event a situation arises that is not covered by this MOU, the parties shall meet within ten (10) school days of the notice to the other party to agree upon appropriate protocol for handling the situation.

**III. "NOTICES**

Unless otherwise specified by the parties, all notices or the provision of written information shall be given via e-mail and U.S. mail to the following contacts:

**The SBCOE:**

County Superintendent of Schools  
San Benito County Office of Education  
460 Fifth St.  
Hollister, CA 95023  
Email: klomanto@sbcoe.k12.ca.us

**The Charter School:**

Executive Director  
San Benito County Polytechnic Academy

**IV. MODIFICATIONS**

The provisions of this MOU may only be modified, supplemented or terminated through written agreement of the parties. This memorandum of understanding shall supersede any conflicting provisions in the Charter.

**V. CONSTRUCTION AND ENFORCEMENT**

This MOU shall be construed and enforced in accordance with the laws of the State of California. The titles are for purposes of convenience only and shall not be used to affect the meaning of the language herein. The terms of this MOU shall not be interpreted in favor of or against either party by virtue of the authorship hereof.

#### **VI. ENTIRE AGREEMENT**

This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto, exclusive of the terms of the Charter and any other memorandum of understanding or other written agreement among the Parties. All prior representations, understandings and/or agreements, exclusive of the terms of the Charter and such other formal written memorandum of understanding or other written agreement among the Parties, are merged herein and are superseded by this MOU.

#### **VII. INVALIDITY OF PROVISIONS OF THIS MOU**

If any provision or any part of this MOU is, for any reason, held to be invalid or unenforceable or contrary to law, statute and/or ordinance, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this MOU remain legal and enforceable, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

#### **VIII. CONFLICTS**

In the event of a conflict between a term of this MOU or the Charter and the corporate Bylaws or other rule, regulation or procedure of the Charter School, the terms of this MOU and the Charter, in that order of priority, shall control. Upon identifying an inconsistency, the parties shall meet to amend documents as necessary to resolve the inconsistency.

#### **IX. ASSIGNMENT**

This MOU shall not be assigned by any party without the prior written consent of the other party, provided that the SBCOE and the Charter School may, without the consent of the other, delegate the performance but not responsibility for their respective duties and obligations as specifically set forth herein.

#### **X. NO WAIVER**

No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

#### **XI. SURVIVAL**

All representations and warranties made herein shall survive termination of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

**SAN BENITO COUNTY OFFICE OF  
EDUCATIONBCOE:**

Krystal Lomanto  
Signature

Krystal Lomanto  
Print Name

3/13/2024  
Date

**SAN BENITO COUNTY  
POLYTECHNIC  
ACADEMY/POLYTECHNIC  
ACADEMY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date