

REGULAR MEETING AGENDA

May 13, 2024 at 6:30PM
82 Second Street, Yuba City, CA 95991

A full Board packet is available for review at AeroSTEM Academy school office from 8am to 4pm, Monday through Friday (excluding legal holidays), and AeroSTEM Academy's website at aerostem.org.

MISSION STATEMENT

AeroSTEM Academy prepares students of today for the growing college and career opportunities of tomorrow. By exploring Science, Technology, Engineering, and Mathematics (STEM) through the lens of aerospace, students gain the knowledge and skills necessary to contribute to a dynamic, technology-intensive economy. AeroSTEM Academy creates a culture of character and collaboration in close partnership with college and professional communities. The educational program encourages imagination, incorporates experiential learning, and provides opportunities to engineer solutions.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF MEMBERS

Tony Barber, Board President

Marvin King, Treasurer

John Floe, Community Board Member

June McJunkin, SCSOS Representative

Rikki Shaffer, NCAI Representative

Jennifer Chaplin, Parent Representative

Present

Absent

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4. APPROVAL OF BOARD AGENDA

Action to add or delete items from any portion of the agenda or to discuss any consent agenda items must be taken prior to adoption of agenda.

Motion: _____ **Second:** _____ **Ayes:** _____ **Noes:** _____ **Abstain:** _____

5. COMMENT FROM MEMBERS OF THE PUBLIC CONCERNING ITEMS NOT ON THE AGENDA

Members of the public are given an opportunity to address the Board regarding items not listed on the agenda. The California Government Code, Section 54954.3(a) states, ".....no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2."

6. CLOSED SESSION

6.1. REAL ESTATE NEGOTIATIONS

6.1.1. 82 Second Street Yuba City, CA 95991

6.2. PERSONNEL EXCEPTION (Gov. Code 54957)

6.3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code section 54957(b)(1).)

6.3.1. Executive Director

6.4. REPORT ACTION FROM CLOSED SESSION

7. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine and all will be enacted by one motion with a roll call vote. There will be no separate discussion of these items unless a member of the Board of Education, audience, or staff requests that specific items be removed from the Consent Agenda for separate action. Any items removed will be considered after the motion to approve the Consent Agenda.

7.1. March 11, 2024 Board Minutes

7.2. Job Descriptions and Salary Schedule (Executive Director, Director of Special Education, Counselor, Teacher, Business/HR Coordinator, Operations Coordinator, Clerical - Registrar, Clerical - Admin, Nutrition Services Coordinator, Custodian, Health Assistant, Paraeducator, Nutrition Services Assistant, Clerical-Attendance, Clerical-Support)

7.3. 24/25 Family Handbook

Motion: _____ **Second:** _____ **Ayes:** _____ **Noes:** _____ **Abstain:** _____

8. DISCUSSION ITEMS

8.1. DIRECTOR'S REPORT

8.1.1. LCAP & Budget

8.1.2. WASC

8.1.3. Schedule/Instructional Minutes Update

8.1.4. Enrollment/24-25 Registration

8.1.5. Upcoming Community Events

8.1.6. Facilities

8.1.7. Promotion/Graduation

9. ACTION ITEMS

9.1. Tobacco Policy

Motion: _____ Second: _____ Ayes: _____ Noes: _____ Abstain: _____

9.2. Declaration of Needs for 24/25 School Year (Form CL 500)

Motion: _____ Second: _____ Ayes: _____ Noes: _____ Abstain: _____

9.3. 24/25 Staff Handbook

Motion: _____ Second: _____ Ayes: _____ Noes: _____ Abstain: _____

9.4. 2024-2025 Charter School Facility Grant Program (SB740)

Motion: _____ Second: _____ Ayes: _____ Noes: _____ Abstain: _____

9.5. College and Career Access Pathways Partnership (CCAP) Dual Enrollment MOU

Motion: _____ Second: _____ Ayes: _____ Noes: _____ Abstain: _____

9.6. 24/25 Board Calendar

Motion: _____ Second: _____ Ayes: _____ Noes: _____ Abstain: _____

9.7. Executive Director Contract for 2024-2025 School Year

Motion: _____ Second: _____ Ayes: _____ Noes: _____ Abstain: _____

10. BOARD COMMENTS

11. FUTURE BOARD ITEMS

- 11.1. 24/25 Budget Development
- 11.2. Audit Update
- 11.3. 23/24 LCAP Annual Update
- 11.4. 23/24 LCAP Local Indicators
- 11.5. 24/25 LCAP Development & Public Hearing

12. ADJOURNMENT

12.1. Motion to adjourn

Motion: _____ **Second:** _____ **Ayes:** _____ **Noes:** _____ **Abstain:** _____

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board Meeting room, to access written documents being discussed at the Board Meeting, or to otherwise participate at Board Meetings, please contact the school office at 530-742-2531 for assistance.

Notification at least 48 hours prior to the meeting will enable the school office to make reasonable arrangements to ensure accessibility to the Board Meeting and to provide any required accommodations, auxiliary aids or services.

All Open Session Agenda related documents, including materials distributed less than 72 hours prior to the scheduled meeting, are available to the public for viewing at the school office located at 82 Second Street, Yuba City, CA 95991

TO: Board of Directors

AGENDA ITEM: 7

DATE: 5/13/24

ITEM: Consent Items

SUBMITTED FOR: Approval

Background and Summary Information: Routine and administrative items given to the board for approval through consent. Included are the following documents:

- March 11, 2024 Board Minutes
- Salary Schedule
- Job Descriptions
 - ◆ Executive Director
 - ◆ Director of Special Education
 - ◆ Counselor
 - ◆ Teacher
 - ◆ Business/HR Coordinator
 - ◆ Operations Coordinator
 - ◆ Clerical - Registrar
 - ◆ Clerical - Admin
 - ◆ Nutrition Services Coordinator
 - ◆ Custodian
 - ◆ Health Assistant
 - ◆ Paraeducator
 - ◆ Nutrition Services Assistant
 - ◆ Clerical-Attendance, Clerical-Support
- 24/25 Family Handbook

Financial/Educational Impact: Decisions in all areas were made with consideration for the approved budget to create the best program within the budget.

Staff Recommendation: No recommendation on consent items.

REGULAR MEETING MINUTES

March 11, 2024 at 6:30PM
82 Second Street, Yuba City, CA 95991

A full Board packet is available for review at AeroSTEM Academy school office from 8am to 4pm, Monday through Friday (excluding legal holidays), and AeroSTEM Academics' website at aerostem.org.

MISSION STATEMENT

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2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF MEMBERS

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4. APPROVAL OF BOARD AGENDA

Action to add or delete items from any portion of the agenda or to discuss any consent agenda items must be taken prior to adoption of agenda.

Motion: Floe Second: McJunkin Ayes: 6 Noes: 0 Abstain: 0

5. COMMENT FROM MEMBERS OF THE PUBLIC CONCERNING ITEMS NOT ON THE AGENDA

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6. CONSENT AGENDA

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6.1. 1/29/24 Board Meeting Minutes

Motion: Shaffer Second: Floe Ayes: 6 Noes: 0 Abstain: 0

7. DISCUSSION ITEMS

7.1. DIRECTOR'S REPORT

7.1.1. LCAP

7.1.2. Enrollment

7.1.3. Facilities

7.1.4. Flight Simulator Update

7.1.5. Form 700: Due April 1, 2024

8. ACTION ITEMS

8.1. 2nd Interim Budget Update

Motion: Shaffer Second: McJunkin Ayes: 6 Noes: 0 Abstain: 0

8.2. Plan for Expelled Youth

Motion: Floe Second: King Ayes: 6 Noes: 0 Abstain: 0

8.3. 24/25 & 25/26 Academic Calendar Update

Motion: McJunkin Second: Floe Ayes: 6 Noes: 0 Abstain: 0

8.4. J13-A School Closure - Request for Allowance of Attendance Due to Emergency

Motion: King Second: Floe Ayes: 6 Noes: 0 Abstain: 0

8.5. 2022 - 2023 Certification of Corrective Action of Audit Findings

Motion: Floe Second: Shaffer Ayes: 6 Noes: 0 Abstain: 0

8.6. Job Description and Roles Realignment

Motion: Floe Second: Shaffer Ayes: 6 Noes: 0 Abstain: 0

9. BOARD COMMENTS: Shaffer/ The high school field trip to Sac City College Aviation Maintenance Technician program was a great success.

10. FUTURE BOARD ITEMS

11. ADJOURNMENT: 8:06 PM
 - 11.1. Motion to adjourn

Motion: Floe

Second: McJunkin

Ayes: 6 Noes: 0

Abstain: 0

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	Management Certificated		Certificated	
FLSA	Exempt			
Schedule	A	B	C	D
Role	- Executive Director	- Dir of Special Education - Director of Academics	- Counselor - School Nurse - Psychologist	- Teacher - Speech Language Pathologist
Employee Type	Full Time	Full Time	Full Time	Full Time
Days (Holiday) -- Total Paid	215	200	190	190
Work Hours	8	8	8	8
Vacation Days				
Sick Days	10	10	10	10
STEPS	Annually	Annually	Annually	Annually
1	107,088.00	\$78,955.00	\$60,723.00	\$54,478.00
2	112,442.00	\$82,902.00	\$60,723.00	\$56,383.00
3	118,063.00	\$87,048.00	\$62,848.00	\$58,360.00
4	123,934.00	\$91,400.00	\$65,048.00	\$60,403.00
5	130,165.00	\$95,970.00	\$67,325.00	\$62,519.00
6	136,674.00	\$100,768.00	\$69,681.00	\$64,708.00
7	143,508.00	\$105,807.00	\$72,119.00	\$66,972.00
8	150,683.00	\$111,097.00	\$74,644.00	\$69,317.00
9	158,217.00	\$116,652.00	\$77,257.00	\$71,741.00
10	166,128.00	\$122,485.00	\$79,960.00	\$74,253.00
11	174,434.00	\$128,609.00	\$82,759.00	\$76,852.00
12	183,156.00	\$135,039.00	\$85,655.00	\$79,542.00
13	192,314.00	\$141,791.00	\$85,655.00	\$79,542.00
14	201,930.00	\$148,881.00	\$88,654.00	\$82,324.00
15	212,026.00	\$156,325.00	\$88,654.00	\$82,324.00
16			\$91,757.00	\$85,206.00
17			\$91,757.00	\$85,206.00
18			\$94,968.00	\$88,187.00
19			\$94,968.00	\$88,187.00
20			\$98,292.00	\$91,274.00
21			\$98,292.00	\$91,274.00
22			\$101,732.00	\$94,469.00

		Classified											
FLSA	Exempt	Non-Exempt											
Schedule	B	E	F	G	H	I	J						
Role	- Dir of Operations - Dir of Business Services	- Business/HR Coordinator - Operations Coordinator - Technology Coordinator	- IT Support Specialist - HR Specialist - Accounting Specialist	- Clerical (Registrar) - Clerical (Administrative)	- Nutrition Services Coordinator - Library Media Specialist	- Custodian	- Health Assistant - Para-Educator - Nutrition Services Assistant - Clerical (Attendance) - Clerical (Support)						
Employee Type	Full Time	Full Time	Part Time	Full Time	Part Time	Part Time	Part Time						
Days (Holiday) -- Total Paid	200	247 (13) -- 260	190	202 (13) -- 215	190	245	185						
Work Hours	8	8	6	8	6	4	6.5						
Vacation Days		10	N/A	8	N/A	N/A	N/A						
Sick Days	10	10	5	10	5	5	5						
STEPS	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually
1	\$78,955.00	\$23.12	\$48,089.60	\$22.24	\$25,353.60	\$19.17	\$32,972.40	\$19.17	\$21,853.80	\$19.17	\$18,786.60	\$18.25	\$21,945.63
2	\$82,902.00	\$24.28	\$50,502.40	\$23.34	\$26,607.60	\$20.12	\$34,606.40	\$20.12	\$22,936.80	\$20.12	\$19,717.60	\$19.16	\$23,039.90
3	\$87,048.00	\$25.50	\$53,040.00	\$24.51	\$27,941.40	\$21.14	\$36,360.80	\$21.14	\$24,099.60	\$21.14	\$20,717.20	\$20.10	\$24,170.25
4	\$91,400.00	\$26.77	\$55,681.60	\$25.51	\$29,081.40	\$22.19	\$38,166.80	\$22.19	\$25,296.60	\$22.19	\$21,746.20	\$21.12	\$25,396.80
5	\$95,970.00	\$28.11	\$58,468.80	\$25.73	\$29,332.20	\$23.31	\$40,093.20	\$23.31	\$26,573.40	\$23.31	\$22,843.80	\$22.18	\$26,671.45
6	\$100,768.00	\$29.51	\$61,380.80	\$27.03	\$30,814.20	\$24.47	\$42,088.40	\$24.47	\$27,895.80	\$24.47	\$23,980.60	\$23.29	\$28,006.23
7	\$105,807.00	\$30.99	\$64,459.20	\$28.36	\$32,330.40	\$25.68	\$44,169.60	\$25.68	\$29,275.20	\$25.68	\$25,166.40	\$24.45	\$29,401.13
8	\$111,097.00	\$32.53	\$67,662.40	\$29.79	\$33,960.60	\$26.99	\$46,422.80	\$26.99	\$30,768.60	\$26.99	\$26,450.20	\$25.66	\$30,856.15
9	\$116,652.00	\$34.17	\$71,073.60	\$31.29	\$35,670.60	\$28.33	\$48,727.60	\$28.33	\$32,296.20	\$28.33	\$27,763.40	\$26.95	\$32,407.38
10	\$122,485.00	\$35.88	\$74,630.40	\$24.49	\$27,918.60	\$29.75	\$51,170.00	\$29.75	\$33,915.00	\$29.75	\$29,155.00	\$28.29	\$34,018.73
11	\$128,609.00												
12	\$135,039.00												
13	\$141,791.00												
14	\$148,881.00												
15	\$156,325.00	\$37.67	\$78,353.60	\$36.21	\$41,279.40	\$31.24	\$53,732.80	\$31.24	\$35,613.60	\$31.24	\$30,615.20	\$29.70	\$35,714.25
16													
17													
18													
19													
20		\$39.55	\$82,264.00	\$38.02	\$43,342.80	\$32.79	\$56,398.80	\$32.79	\$37,380.60		\$0.00	\$31.20	\$37,518.00
21													
22													

Job Title: Business/HR Coordinator

Supervisor: Executive Director

Job Classification: Non-Exempt

Salary Schedule: CLASSIFIED - E

Days: 260

DESCRIPTION OF BASIC RESPONSIBILITIES:

Under the direction of the Executive Director or designee performs responsible payroll and accounting record management functions, involving the use of manual and computer-assisted record management, storage and retrieval systems; monitors, audits and prepares a variety of payroll and accounting related reports, records and summaries; handles confidential matters related to the district collective bargaining process and to do other related work as required. This position requires a high degree of organizational, planning and general business skills which will be used to provide the best possible support services.

EXAMPLES OF DUTIES:

Payroll

- A. Processes a variety of documents including payroll registers, employee status reports, insurance detail and a variety of other documentation;
- B. Receives, reconciles and audits computer payroll output reports;
- C. Prepares State and Federal payroll related documents and reports;
- D. Processes payroll documents and reports for accuracy and adherence to legal mandates, policies and operational guidelines;
- E. Verifies and releases payroll warrants and various payroll documents;
- F. Processes regular and supplemental payroll;
- G. Maintains employee sick leave and vacation records;
- H. Provides routine responses to verification of employment request, unemployment audits, worker's compensation information;
- I. Reconciles and processes timely premium payments for employee benefit carriers;
- J. Communicates with District administrators, bargaining units, employee and insurance carriers for the purpose of distributing benefit information and providing benefit expertise;
- K. Tracks hours worked for monitoring Affordable Care Act (ACA);
- L. Prepares monthly California Employment Development Department New Employee Report;
- M. Works closely with administration to maintain position control and to analyze salary and benefit adjustments throughout the fiscal year.
- N. Leave accounting and processing.

Accounting

- A. May assist with closing of the Charter's books and works closely with audit teams
- B. May assist school administrators with Local Control Accountability

- C. Plan (LCAP) and mapping of the budget to the plan;
- D. May prepares budget transfers and journal entries to correct account coding;
- E. Collects, compiles, processes and maintains a variety of fiscal related records and files;
- F. Assists in the preparation of annual employment notifications.
- G. Assists in the preparation of annual work day calendars.

Accounts Payable

- A. Inputs invoice data for payment to vendor on Accounting System;
- B. Processes warrants for mailing and maintain accounts payable files;
- C. Uses fund coding for all invoices and materials due for payment and/or journal entries;
- D. Prepares checks and replenishes petty cash and student body funds;
- E. Prepares Board of Education sales tax and 1099 reports.
- F. Prepare purchase orders and place orders.

Accounts Receivable

- A. Receives, processes, deposits Accounts Receivable including Cafeteria Program including Café Credit Card account;
- B. Receives, processes, deposits Accounts Receivable for Student Body account and the Petty Cash account;
- C. Creates and distributes Invoices.

Other

- A. Performs general clerical duties, including sorting, filing, duplicating, searching, answering the telephone and responding to informational inquiries as needed in the business department.
- B. Assist with Medi-Cal Administrative Activities (MAA) invoicing.
- C. Assist with data for Governmental Accounting Standards Board (GASB) actuarial studies.
- D. Assist with data for the annual School Accountability Report Card (SARC).
- E. Performs other related duties as assigned.
- F. Assists with other district office functions as requested.

EMPLOYMENT STANDARDS

Knowledge of

- A. Practices pertaining to payroll, benefits, accounting and fiscally related record management systems;
- B. Manual and computer-assisted payroll and accounting record management systems;
- C. Computer hardware and software application programs commonly used in accounting and payroll operations;
- D. Payroll and accounting related report preparation and format;
- E. Legal mandates, policies and operational guidelines pertaining to payroll, benefits and accounting practices;
- F. School district budgeting;
- G. State School Accounting Manual.

Ability to

- A. Type 45 wpm;
- B. Audit, review and effectively compile payroll and accounting reports, records, and related summaries;
- C. Skillfully operate computer terminal and other standard business related equipment;
- D. Make complex arithmetical calculations with speed and accuracy;
- E. Understand and carry out oral and written directions;
- F. Establish and maintain cooperative working relationships;
- G. Communicate effectively with staff with a broad range of experience and knowledge.

EDUCATION, EXPERIENCE AND REQUIREMENTS

- A. Valid California Driver's License/Proof of insurance
- B. First Aid Certificate including CPR
- C. TB test clearance
- D. Criminal justice fingerprint processing
- E. AA Degree in business or related field.
- F. Two (2) years related experience and/or training preferably with experience in accounting
- G. and payroll; or equivalent combination of education and experience.
- H. Previous school district experience
- I. Experience in Escape Software

Job Title: Clerical (Administrative)

Supervisor: Executive Director

Job Classification: Non-Exempt

Salary Schedule: CLASSIFIED - G

Days: 215

DESCRIPTION OF BASIC RESPONSIBILITIES:

Under the general direction of the Executive Director, performs various duties relating to the general operation of the District office including word processing, data acquisition, processing and analysis, and assistance to the Executive Director. Duties require access to, development, presentation and possession of information regarding a variety of confidential issues relating to employer/employee relations, negotiations, and personnel matters. This position requires the ability to exercise independent judgment, complete tasks despite interruptions from staff, the public and telephones and the ability to interact successfully with persons of varying personalities on myriad issues.

Supervisor

→ Executive Director

Typical Duties:

- A. Assists in the organization and maintenance of official personnel files.
- B. Receives and distributes mail.
- C. Examines employee files to answer inquiries and provides information to authorized persons.
- D. Interview scheduling and preparation for the school.
- E. Request new hire emails.
- F. May assist the Administration on the processing of grievances.
- G. May compile and develop information relating to negotiations.
- H. Serves as receptionist for the school, screening calls and making appointments.
- I. Assigns CPR/First Aid for required employees. Tracks participation
- J. Update personnel records for TB tests and CPR/First Aid certificates
- K. Department of Motor Vehicles driver pull notices and driver applications.
- L. Collect attendance data and prepare ADA reports.
- M. May assist with CalPads file uploads and error correction.
- N. Prepares purchase orders, works with vendors and receives invoice for processing.
- O. Arranges travel for conferences and meetings for staff.
- P. Free & Reduce Meal forms/verification/direct certification.
- Q. May assist with website maintenance and updates.
- R. Data processing and input to student information systems including CALPADS and SEIS.
- S. Other Duties Assigned

EMPLOYMENT STANDARDS

- A. Perform the duties of the position efficiently and effectively, under general supervision.
- B. Learn, understand and apply school rules, regulations and policies.
- C. Operate standard office machines and equipment, including typewriters, multi-line telephone system, copiers, calculators, word processors, printers, etc.
- D. Maintain records and prepare reports.
- E. Communicate with peers and other staff or public in a manner reflecting positively on AeroSTEM Academy
- F. Effectively communicate both orally and in writing.
- G. Use a variety of computer software programs including, but not limited to, word processing and spreadsheets.
- H. Understand and carry out oral and written directions.
- I. Communicate both orally and in writing in a clear and concise manner.
- J. Apply policies and procedures related to the assigned duties and responsibilities of the position.
- K. Establish and maintain cooperative and effective working relationships with others.
- L. Physical strength and endurance for standing, sitting, bending, or walking.

EDUCATION, EXPERIENCE AND REQUIREMENTS

- A. Associates Degree or higher is preferred.
- B. Minimum of three years of general clerical, data entry, and office experience is desired.
- C. Experience in an educational organization is preferred.
- D. Possession of valid CPR and First Aid certifications, to be renewed as required.

Job Title: Clerical (Attendance)

Supervisor: Executive Director

Job Classification: Non-Exempt

Salary Schedule: CLASSIFIED - J

Days: 185

DESCRIPTION OF BASIC RESPONSIBILITIES:

Under the general direction of the Executive Director, the office clerk processes daily notices, mail, and general communications; handles photocopying duties; oversees daily attendance procedures, and is proficient in the use of computer word processing and spreadsheet programs; ensures the health and well being of all children while attending school.

Supervisor

- Executive Director
- Operations Coordinator

Typical Duties:

- A. Review that daily attendance and lunch count has been input by teachers. Call classes for missing attendance and lunch count when needed.
- B. E-mail selected staff daily absence report.
- C. Maintain daily Student Sign Out & Visitor logs.
- D. Assist supervisor with LCAP attendance rate and chronic absenteeism information.
- E. Keep up to date spreadsheets available for incoming enrollments for next school year.
- F. Make and keep track of Parent teacher request forms.
- G. Maintain appropriate records for student retention.
- H. Maintain file for student suspensions.
- I. Help with ordering Office supplies.
- J. Help check in & maintain appropriate paperwork for substitutes.
- K. Help with keeping folders for substitutes updated.
- L. Attendance Policy, Computer Agreement, Bring Your Own Device.
- M. Performs clerical, reception, secretarial and typing work related to the office to which assigned. Maintains confidentiality of information processed or received during the course of performing assigned duties.
- N. Assists others with daily data entry of business transactions.
- O. Enters data onto established data entry screens.
- P. May answer a central telephone and serve as receptionist to personnel and the public.
- Q. May answer inquiries, make appointments, and provide information concerning standards, procedures and programs.
- R. May open and distribute mail.

EMPLOYMENT STANDARDS

- A. Perform the duties of the position efficiently and effectively, under general supervision.
- B. Learn, understand and apply school rules, regulations and policies.
- C. Operate standard office machines and equipment, including typewriters, multi-line telephone system, copiers, calculators, word processors, printers, etc.
- D. Maintain records and prepare reports.
- E. Communicate with peers and other staff or public in a manner reflecting positively on AeroSTEM Academy
- F. Effectively communicate both orally and in writing.
- G. Use a variety of computer software programs including, but not limited to, word processing and spreadsheets.
- H. Understand and carry out oral and written directions.
- I. Communicate both orally and in writing in a clear and concise manner.
- J. Apply policies and procedures related to the assigned duties and responsibilities of the position.
- K. Establish and maintain cooperative and effective working relationships with others.
- L. Physical strength and endurance for standing, sitting, bending, or walking.

EDUCATION, EXPERIENCE AND REQUIREMENTS

- A. Equivalent to graduation from high school is required, preferably including or supplemented by courses in typing and office practices.
- B. Minimum of one year of general clerical, data entry, and office experience is desired.
- C. Experience in an educational organization is preferred.
- D. High school diploma or equivalent is required.
- E. Possession of valid CPR and First Aid certifications, to be renewed as required.

Job Title: Clerical (Registrar)

Supervisor: Executive Director

Job Classification: Non-Exempt

Salary Schedule: CLASSIFIED - G

Days: 215

DESCRIPTION OF BASIC RESPONSIBILITIES:

Under the general direction of the Executive Director, the registrar assists administration and/or staff in administrative and business detail, prepares and keeps confidential files and materials, types school correspondence, gives information to callers and otherwise provides clerical support. Performs other duties as assigned.

Supervisor

→ Executive Director

Typical Duties:

- A. Follows policies and procedures that ensure the school operates within legal compliance and school guidelines
- B. Maintains confidential student information and ensures security of records
- C. Communicates with and assists parents, teachers, support staff and school leadership in line with the school's core values
- D. Supports school needs, including attending parent information nights and all other aspects of the registrar duties
- E. Answers parent and staff questions regarding enrollment
- F. Participates in intake process with department prior to enrollment
- G. Compile and prepare enrollment packets for the registration process
- H. Processes withdrawals in the student information system
- I. Creates, reviews, organizes, and maintains cume files and supporting documentation following school guidelines and processes
- J. Requests cume files from other schools
- K. Prepares and send cume files to other schools
- L. Ensures cume files are in compliance with student record keeping laws and are ready for audit
- M. Processes transcript requests
- N. Inputs transcripts into student system following school guidelines and processes
- O. Receives and send high school transcripts
- P. Enters enrollment information
- Q. Learns and utilizes the school database system to find information and run reports

EMPLOYMENT STANDARDS

- A. Perform the duties of the position efficiently and effectively, under general supervision.
- B. Learn, understand and apply school rules, regulations and policies.
- C. Operate standard office machines and equipment, including typewriters, multi-line telephone system, copiers, calculators, word processors, printers, etc.
- D. Maintain records and prepare reports.
- E. Communicate with peers and other staff or public in a manner reflecting positively on AeroSTEM Academy
- F. Effectively communicate both orally and in writing.
- G. Use a variety of computer software programs including, but not limited to, word processing and spreadsheets.
- H. Understand and carry out oral and written directions.
- I. Communicate both orally and in writing in a clear and concise manner.
- J. Apply policies and procedures related to the assigned duties and responsibilities of the position.
- K. Establish and maintain cooperative and effective working relationships with others.
- L. Physical strength and endurance for standing, sitting, bending, or walking.

EDUCATION, EXPERIENCE AND REQUIREMENTS

- A. Equivalent to graduation from high school is required, preferably including or supplemented by courses in typing and office practices.
- B. Minimum of one year of general clerical, data entry, and office experience is desired.
- C. Experience in an educational organization is preferred.
- D. High school diploma or equivalent is required.
- E. Possession of valid CPR and First Aid certifications, to be renewed as required.

Job Title: Clerical (Support)

Supervisor: Executive Director

Job Classification: Non-Exempt

Salary Schedule: CLASSIFIED - J

Days: 185

DESCRIPTION OF BASIC RESPONSIBILITIES:

Under the general direction of the Executive Director, Clerical (Support) processes daily notices, mail, and general communications; handles photocopying duties; and is proficient in the use of computer word processing and spreadsheet programs; ensures the health and well being of all children while attending school.

Supervisor

- Executive Director
- Operations Coordinator

Typical Duties:

- A. Maintains a friendly, warm, clean environment.
- B. Provides support to other office staff members and substitutes for office staff.
- C. Uses computers and other technology to assist students and staff.
- D. Greets and answers questions for parents, staff, and community.
- E. Answers phones then distributes messages to staff and students.
- F. Arranges for all substitutes including processing absence forms and time cards.
- G. Distributes mail, memos, and flyers.
- H. Types, copies, and distributes office work such as morning announcements, letters, reports
- I. and emails for supervisors.
- J. Enrolls new students.
- K. Fills orders for staff from the supply closet.
- L. •Maintains student information in cumulative folders and on the student database.
- M. Processes new books, textbooks, materials and software.
- N. Collects money for lost books and textbooks.
- O. Assists with Cafeteria accounts
- P. Supervises students.
- Q. Attends to supervision including supervision of detention, lunch and cafeteria.
- R. Provides daily first aid and medications to students, and maintains records of all dispensed medications and medical procedures on student medical form and daily log.
- S. Other Duties Assigned

EMPLOYMENT STANDARDS

- A. Perform the duties of the position efficiently and effectively, under general supervision.
- B. Learn, understand and apply school rules, regulations and policies.
- C. Operate standard office machines and equipment, including typewriters, multi-line telephone system, copiers, calculators, word processors, printers, etc.
- D. Maintain records and prepare reports.
- E. Communicate with peers and other staff or public in a manner reflecting positively on AeroSTEM Academy
- F. Effectively communicate both orally and in writing.
- G. Use a variety of computer software programs including, but not limited to, word processing and spreadsheets.
- H. Understand and carry out oral and written directions.
- I. Communicate both orally and in writing in a clear and concise manner.
- J. Apply policies and procedures related to the assigned duties and responsibilities of the position.
- K. Establish and maintain cooperative and effective working relationships with others.
- L. Physical strength and endurance for standing, sitting, bending, or walking.

EDUCATION, EXPERIENCE AND REQUIREMENTS

- A. Equivalent to graduation from high school is required, preferably including or supplemented by courses in typing and office practices.
- B. Minimum of one year of general clerical, data entry, and office experience is desired.
- C. Experience in an educational organization is preferred.
- D. High school diploma or equivalent is required.
- E. Possession of valid CPR and First Aid certifications, to be renewed as required.

Job Title: Counselor

Supervisor: Executive Director

Job Classification: Exempt

Salary Schedule: Certificated - C

Days: 190

DESCRIPTION OF BASIC RESPONSIBILITIES:

Under the supervision of the Executive Director, the counselor will provide interventions, behavioral supports and mental health services including counseling, consultation and case management for students.

The School Counselor will be responsible for providing services related to the delivery of mental health care to assigned students through the Multi-tiered Systems of Support (MTSS) Framework. The School Counselor will provide consultation services to the school staff to support the overall mental health and social and emotional learning goals of the school and contribute to overall student success. The role requires that the individual understand the importance of social emotional well-being for students, and adapt culturally responsive approaches when dealing with a diverse population. The counselor is required to maintain professional standards and confidentiality of records relating to student treatment in accordance with the varied state and federal laws.

EXAMPLES OF DUTIES:

- A. Intervenes during crisis situations and participates on the school crisis team
- B. Understands the importance of social emotional well-being for students, and adapt culturally responsive approaches when dealing with a diverse population
- C. Maintains professional standards and confidentiality of records relating to student treatment in accordance with the varied state and federal laws
- D. Plans and executes academic and social emotional school-wide events
- E. Advocates for students' needs and collaborates with school staff regularly on evidenced-based tier 1, 2, and 3 supports for students using academic and social emotional data
- F. Participates in coordinated meetings (such as MTSS, SST, and 504 meetings) as the mental health case manager
- G. Collaborates and creates lesson plans for individual and group counseling
- H. Collaborates with staff on the development and implementation of the advisory program
- I. Collaborates with all instructional staff to provide the foundation for the acquisition of academic and social emotional skills, attitudes, and knowledge that empowers students to make a successful transition from school to college and career
- J. Acts as a member of the Academic Team for students and assist with 4-year planning to ensure successful completion of graduation requirements and the students are prepared to achieve future goals

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- K. Works alongside Dual Enrollment partners to ensure students are successful in the completion of Dual Enrollment classes

EDUCATION, EXPERIENCE AND REQUIREMENTS

- A. Pupil Personnel Service (PPS) Credential - School Counseling
- B. Bachelor's Degree
- C. Excellent communications/interpersonal skills
- D. Ability and willingness to reflect and improve
- E. Ability to collaborate with colleagues, parents and the community
- F. Maturity, humility, strong work ethic, and positive attitude
- G. First Aid/CPR Certificate
- H. Fingerprint Clearance
- I. TB Clearance

Job Title: Custodian

Supervisor: Executive Director

Job Classification: Non-Exempt

Salary Schedule: CLASSIFIED - I

Days: 245

DESCRIPTION OF BASIC RESPONSIBILITIES:

The job of Custodian is responsible for maintaining an attractive, sanitary, safe facility for students, staff, and the public; providing equipment and furniture arrangements for meetings, classroom activities, and events, and minimizing property damage, loss, and liability exposure to the school.

Supervisor

- Executive Director
- Operations Coordinator

Typical Duties:

- Perform all general custodial duties
- Keep assigned rooms, buildings, or office space clean, safe and orderly
- Sweep, mop, strip and wax floors; vacuum and clean rugs and carpets
- Clean and dust walls, furniture and fixtures; wash windows and clean window coverings
- Clean toilets and other plumbing fixtures
- Inspect all fire extinguishers monthly and recharge annually.
- Monthly replacement maintenance of heating/air conditioner filters and batteries.
- Set and maintain thermostats.
- Move furniture; relocate teachers/classrooms as needed.
- Move supplies, furniture and equipment; empty trash cans
- Fill supply order requests; deliver copy paper, construction paper, stationary supplies to staff.
- Sweep walks and asphalt areas; pick up litter on grounds and walks
- Perform minor painting and other minor building maintenance duties (electrical, plumbing, lights, HVAC, etc.) reasonably related to above
- Report dangerous or unsightly conditions on the premises
- Assist in restoration of buildings and grounds during school recess or vacation
- Perform other duties as assigned

EMPLOYMENT STANDARDS:

Knowledge of:

- Basic cleaning methods, procedures and techniques
- Cleaning materials, supplies and equipment
- Safe working methods and procedures
- Know and implement appropriate hazardous materials usage, storage and disposal procedures

Ability to:

- Understand and carry out oral and written directions
- Perform moderately heavy manual labor activities
- Efficiently and effectively use cleaning materials, supplies and equipment
- Establish and maintain an effective working relationship with others
- Relate effectively with staff and community

EDUCATION, EXPERIENCE, AND REQUIREMENTS:

- High School Diploma or equivalent;
- Prior job related experience;
- Valid California driver's license and evidence of insurability;
- First Aid certificate;
- TB test clearance;
- Drug test clearance;
- Criminal Justice fingerprint processing.

PHYSICAL CHARACTERISTICS:

- Sufficient vision to read printed material;
- Sufficient hearing to conduct in person and telephone conversations;
- Understandable voice with sufficient volume and clarity to be heard in normal conversations;
- Ability to sit or stand for extended periods of time;
- Ability to bend, reach, and stoop;
- Moderate lifting;
- Physical, mental, and emotional stamina to endure workload under sometimes stressful conditions.

Job Title: Director of Special Education

Supervisor: Executive Director

Job Classification: Exempt

Salary Schedule: Certificated - B

Days: 200

DESCRIPTION OF BASIC RESPONSIBILITIES:

The Director of Special Education will lead the Special Education department for AeroSTEM Academy. Under the general direction of the Executive Director, and with support from the Sutter County Special Education Local Plan Area, this position includes articulating the vision and development of the Special Education department, as well as the management, supervision, and evaluation of staff responsible for providing specialized services including counseling, assessments, specialized support, and coordination of the activities of Student Support and Special Education.

EXAMPLES OF DUTIES:

- A. Manage, supervise and evaluate special education certificated and classified staff
- B. Develop policies that assure each student's specialized needs (Individualized Education Plans) is developed, implemented, and all related meetings are conducted in compliance with State and Federal laws as appropriate
- C. Conduct collaboration meetings with staff as needed
- D. Reviews student needs for specialized equipment, materials, or services and makes recommendations for expenditures
- E. Prepares Federal, State, and program data reports via the Special Education Information System (SEIS) and CALPADS and reports the information to the Sutter County SELPA and CDE
- F. Assures maintenance of student records and confidentiality
- G. Serves as a liaison and resource for school staff and administration regarding Special Education regulations and placement procedures
- H. Leads the effort to provide professional development for staff
- I. Coordinates, communicates, and seeks consultation with community agencies as appropriate
- J. Advises, and participates in serious discipline processes and problems, including student suspension and expulsion cases.
- K. Advises on behavior intervention plans for individual students
- L. Oversees risk assessment and threat assessment protocols; coordinates crisis response, communication and serves as the point person between principals and mental health staff
- M. Attend high-level parent meetings for IEPs, 504s, and MTSS
- N. Provide students with specialized academic instruction in alignment with their IEP goals and services
- O. Uses school-approved, evidenced-based instructional strategies to facilitate learning in core curricular areas

- P. Develops individualized goals that are measurable, provide educational benefit to students, and are aligned to state content standards.
- Q. Monitors individual student's progress utilizing data from both curriculum-based measurement and student performance on their IEP goals
- R. Collaborates regularly with general education teachers, other special education teachers, and related service providers to provide push-in specialized academic instruction. Attends general education planning meetings to support the facilitation of co-teaching in the general education classroom.
- S. Performs assessment duties as needed. Understands and is able to administer state standardized tests, teacher-created tests, and individually administered academic achievement tests.

EDUCATION, EXPERIENCE AND REQUIREMENTS

- A. Demonstrate an understanding, patient, warm and receptive attitude toward children.
- B. Maintain cooperative working relationships with students, staff, parents, and the general public
- C. Experience working in the Specialized Services field
- D. Experience leading or serving in a managerial role
- E. Master's Degree preferred
- F. California Administrative Service Credential
- G. Excellent communications/interpersonal skills
- H. Ability and willingness to reflect and improve
- I. Ability to collaborate with colleagues, parents and the community
- J. Maturity, humility, strong work ethic, and positive attitude
- K. First Aid/CPR Certificate
- L. Fingerprint Clearance
- M. TB Clearance

Job Title: Executive Director

Supervisor: School Board

Job Classification: Exempt

Salary Schedule: MANAGEMENT - A

Days: 215

DESCRIPTION OF BASIC RESPONSIBILITIES:

Under the oversight of the School Board, the Executive Director is responsible for the management/supervision of personnel, programs and functions, goal setting, communicating, and decision-making. The Executive Director must plan, organize, and administer AeroSTEM Academy's educational program, facilitate school community groups including teachers, parents, service organizations, school personnel, and the school board, and participate in charter and educational groups in order to sustain a viable and compliant school operation.

EXAMPLES OF DUTIES:

Personnel Management

- A. Oversee operations of AeroSTEM Academy
- B. Supervise and evaluate management and supervisory staff
- C. Recognize outstanding staff accomplishments
- D. Create collegial relationships, facilitate collaborative decision making and methods to support diverse personalities
- E. Coordinate all management and supervisory recruitment, retention, and reward procedures
- F. Follow all employment policies
- G. Identify and develop staff development opportunities
- H. Apply necessary disciplinary actions in a fair and consistent manner and according to policy and regulation

School Governance

- A. Develop Charter Advisory Council and Board agenda and related materials
- B. Support and implement school board decisions and policies
- C. Attend all school board meetings and all other meetings as appropriate
- D. Facilitate collaborative decision making with staff, students and parents

School Finance and Business Management

- A. Prepare and administer annual budget
- B. Operate school within board-approved budget
- C. Assist in preparation of district, county and state reports as required
- D. Liaison between all sectors of budget development
- E. Coordinate and approve contracts

Student Enrollment

- A. Coordinate enrollment to meet student population target
- B. Coordinate audit enrollment documentation for accuracy

Curriculum & Instruction

- A. Ensure compliance with all rules and regulations
- B. Review proposals for alternative courses of study

Communication

- A. Convey program activities to school community through regular written newsletters and other forms of communications
- B. Respond to inquiries/concerns in a timely manner
- C. Interprets the philosophy, programs, and policies of the School to staff, districts, and the community; assists in the planning development of Board Policies, Administrative Regulations, and the strategies for achieving goals and objectives of AeroSTEM Academy

School Programs

- A. Provide general supervision and leadership for all AeroSTEM Academy sites
- B. Provide oversight and guidance to School Directors and all support staff
- C. Provide leadership in the development of school-wide improvement strategies; oversees and monitors progress within and across all departments
- D. Provides leadership for the planning, implementation and evaluation of programs and services as necessary to support each program's efforts to fulfill strategic goals and objectives and achieve operational excellence
- E. In collaboration with High School Counselor and Compliance, assure course content meets CSU and UC requirements
- F. Develop accreditation in accordance with WASC guidelines

Public Relations

- A. Attend all pertinent meetings with regard to charter schools and school programs
- B. Builds positive working relationships with various leaders and organizations in the community and within the County Office of Education

Special Education/Counseling Programs

- A. Collaborate with Special Education to provide legally compliant services to qualified students
- B. Responsible for 'search and find' for identifying special education students

EMPLOYMENT STANDARDS

Knowledge of

- A. Budget management practices
- B. Strong human relations and organization skills
- C. Conflict resolution/problem solving
- D. Time management and project supervision skills
- E. Appropriate technology
- F. Standards, curriculum and resource knowledge K-12
- G. Non-classroom based learning
- H. Current educational administration principles and practices
- I. School organization, operations, policies, and objectives
- J. Principles and practices of school management
- K. Current applicable laws, codes, and regulations

Ability to

- A. Plan, organize, and administer the school's educational program
- B. Develop and monitor program budgets including costs associated with instruction delivery
- C. Use appropriate technology proficiently and effectively
- D. Monitor effectiveness of instructional programs
- E. Coordinate the assessment of the instructional needs of students
- F. Exercise judgment and discretion in interpreting and applying policies and procedures
- G. Interpret, apply and explain rules, regulations, policies and procedures
- H. Analyze situations accurately and adopt an effective courses of action
- I. Meet schedules and timelines
- J. Prepare comprehensive narrative and statistical reports
- K. Plan, supervise, and evaluate the performance of assigned staff
- L. Communicate effectively in both oral and written forms
- M. Meet and maintain the physical requirements necessary to perform assigned job functions in a safe and effective manner
- N. Establish and maintain effective work relationships with those contacted in the performance of required duties

EDUCATION, EXPERIENCE AND REQUIREMENTS

- A. California Administrative Services Credential
- B. Previous teaching experience
- C. Previous administrative experience
- D. Valid California Driver's License/Proof of insurance
- E. First Aid Certificate including CPR
- F. TB test clearance
- G. Criminal justice fingerprint processing

Job Title: Health Assistant

Supervisor: Executive Director

Job Classification: Non-Exempt

Salary Schedule: CLASSIFIED - J

Days: 185

DESCRIPTION OF BASIC RESPONSIBILITIES:

Under the supervision of the Executive Director and/or designee, the Health Assistant will collaborate to provide a high quality, personalized health support to students. This may include performing a wide variety of nursing duties; preparing and maintaining a variety of health records; and maintaining a healthy and safe environment for students and staff.

EXAMPLES OF DUTIES:

- A. This position will assist in paraprofessional activities related to health office services, to work within the framework of school policies, and first aid/CPR standards, to perform basic clerical duties, and to do related work as required.
- B. Reviews student records for proper immunizations, physicals, and other health forms.
- C. Contacts parents for needed items and maintains communication until records are provided.
- D. Ensures that parents provide pertinent health care information to maintain up to date files.
- E. Assist students with specialized physical healthcare needs (i.e. diabetics, etc.)
- F. Based on the student's doctor's orders, conduct glucometer checks and compute carbohydrate intakes and determine and administer the amount of insulin needed.
- G. Render first aid care of minor emergencies or illnesses; contact parents or emergency personnel if necessary.
- H. Accompany student on school field trips if needed.
- I. Assist students with medications according to state/district policies.
- J. Assist in communicable infection and disease control, e.g., inspection for head lice, etc.
- K. Maintain daily records of student's visits to the office and action taken. Assist with maintaining health records and computer input.
- L. Attend 504 and IEP meetings as needed.
- M. Prioritize, coordinate and organize needs of position with minimal supervision.
- N. Maintain strict confidentiality in work related areas.
- O. Monitor health supplies and order as necessary.
- P. Performs other duties as assigned that support the overall objective of the organization.
- Q. Performs general clerical duties, including sorting, filing, duplicating, searching, answering the telephone and responding to informational inquiries as needed in the business department.
- R. Assist with Medi-Cal Administrative Activities (MAA) invoicing.
- S. Assist with data for Governmental Accounting Standards Board (GASB) actuarial studies.
- T. Assist with data for the annual School Accountability Report Card (SARC).
- U. Performs other related duties as assigned.

EMPLOYMENT STANDARDS

- A. Experience working with children.
- B. Excellent communications/interpersonal skills
- C. Ability to collaborate with colleagues, parents and the community
- D. Maturity, humility, can-do attitude, strong work ethic, and sense of humor
- E. Basic methods used for cleaning and sanitizing.
- F. Physical symptoms of common childhood and adolescent disease.
- G. Correct English usage, spelling, grammar, punctuation, and mathematical concepts.
- H. Interpersonal skills using tact, patience and courtesy.
- I. Modern office methods and equipment, including computers and application software.
- J. Basic record-keeping techniques.
- K. Basic first-aid, CPR, and healthcare practice & safety regulations.
- L. Intervention techniques during crisis situations.
- M. Relevant understanding of Education Codes, Federal, State, County and School policies.
- N. Establish and maintain cooperative and effective working relationships.
- O. Understand and carry out oral and written directions.
- P. Apply policies and procedures related to the assigned responsibilities of the position.
- Q. Independently recognize the health/welfare needs of students.
- R. Understand and relate to children with special needs.
- S. Correctly use medical equipment.
- T. Work independently with little direction.
- U. Communicate with peers and other staff or public.
- V. Effectively communicate both orally and in writing.
- W. Use a variety of computer software programs.
- X. Understand and carry out oral and written directions.
- Y. Ability to reach and pull materials from files and shelves.
- Z. Physical strength and endurance for standing, sitting, bending, or walking.

EDUCATION, EXPERIENCE AND REQUIREMENTS

- A. One year of paid experience in health related activities is required.
- B. Experience in an educational organization is preferred.
- C. High school diploma or equivalent is required.
- D. Possession of valid CPR and First Aid certifications, to be renewed as required.

Job Title: Nutrition Services Assistant

Supervisor: Executive Director

Job Classification: Non-Exempt

Salary Schedule: CLASSIFIED - J

Days: 185

DESCRIPTION OF BASIC RESPONSIBILITIES:

Under supervision of the Nutrition Services Coordinator , the Nutrition Services Assistant will assist in stocking, preparing, and serving foods in the school lunch program and in the cleaning of the food services environment.

EXAMPLES OF DUTIES:

- A. Understand and carry out oral and written directions.
- B. Maintain a high standard of personal hygiene and wear appropriate attire for the position.
- C. Maintain all cafeteria records and comply with local, state, and federal regulations in the area of food handling/serving.
- D. Prepare and serve bulk menus required in the food service program
- E. Operate food service equipment in a safe and efficient manner
- F. Work with student helpers
- G. Assist with inventory control of food items, supplies and materials.
- H. Assist with receiving and organizing food items according to established protocol.
- I. Maintain the highest possible standards of sanitation (wash and clean equipment, food preparation areas, ovens, mechanical equipment and cafeteria implements, etc.)
- J. Wash, sanitize and store dishes, tableware, and kitchen utensils; scrub counters and dispose of waste properly.
- K. Sweep and mop the Food Services area to meet established district sanitation and safety protocols.
- L. Utilize cleaning chemicals and supplies appropriately in accordance with specified safety protocols.
- M. Store and dispose of food items properly.
- N. May organize, prepare, and direct hot and cold food items in batch amounts for transportation and delivery to other food sites/service units.
- O. Relate positively and effectively with staff, parents and students to promote a positive school climate
- P. •Operate Point of Sale and accurately identify reimbursable meals while maintaining student confidentiality
- Q. Responsible for the receipt, handling and securing of money
- R. Assist in setting up and serving on the serving line as needed
- S. Perform other duties as assigned

EMPLOYMENT STANDARDS

Ability to

- A. Write routine reports and correspondence
- B. Add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals
- C. Work on a variety of tasks simultaneously with frequent interruption.
- D. Interact with staff, students, parents, and others in an open, friendly businesslike manner.
- E. Be a team player.
- F. Use a variety of computer applications, such as word processing, spreadsheet and database
- G. Pass a State Certified Food Handling Course

EDUCATION, EXPERIENCE AND REQUIREMENTS

- A. Valid California Driver's License/Proof of insurance
- B. First Aid Certificate including CPR
- C. TB test clearance
- D. Criminal justice fingerprint processing
- E. AA Degree in business or related field.
- F. Two (2) years related experience and/or training

Job Title: Nutrition Services Coordinator

Supervisor: Executive Director

Job Classification: Non-Exempt

Salary Schedule: CLASSIFIED - H

Days: 190

DESCRIPTION OF BASIC RESPONSIBILITIES:

Under supervision of the Executive Director or designee, the Nutrition Services Coordinator is responsible for the preparation overseeing and serving of school meals, ordering food supplies and other kitchen materials, preparing menus, maintaining required records, securing substitute workers (as needed), maintaining a clean and sanitary kitchen, and general overall supervision of food and food services.

EXAMPLES OF DUTIES:

- A. Understand and carry out oral and written directions
- B. Reviews recipes and menus, and estimates needed ingredients and the time required for the cooking and baking of a variety of foods and baked goods.
- C. Prepare and serve bulk menus required in the food service program according to Nutrition
- D. Standards for Nation School Lunch and School Breakfast Program
- E. Operate food service equipment in a safe manner
- F. Train and supervise with student helpers
- G. Shelf individual commercial cans of food and other foodstuffs. Establish and maintain food stuff inventory.
- H. Maintain the highest possible standards of sanitation in regards to equipment, food preparation areas, ovens, mechanical equipment, cafeteria, etc.
- I. Use cleaning chemicals and supplies in accordance with specified safety protocols
- J. Relate effectively with staff, parents and students to promote a positive school climate
- K. Maintain cafeteria records and complete required State, Federal and District reports within established timelines
- L. Develop menus for the preparation of bulk menus, with attention nutrition cost efficiency and minimal waste
- M. Train and supervise cafeteria staff, substitutes and student workers and outline daily duties and work schedules
- N. Develop and implement in-service trainings and orientations for food service employees
- O. Assume responsibility for ordering, receiving, and preservation of foodstuffs and other supplies
- P. Prepare daily menus, plate count worksheets, monthly inventories, serving schedules, and workforce scheduling.
- Q. Maintains a variety of records pertaining to the food service facility operation and prepares written reports as required.

- R. Receives, inspects and confirms the quantity and quality of items delivered.
- S. Operates and balances an automated point-of-service register and daily records; collect monies, prepare bank deposits.
- T. Perform other duties as assigned

EMPLOYMENT STANDARDS

Ability to

- A. Write routine reports and correspondence
- B. Add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals
- C. Work on a variety of tasks simultaneously with frequent interruption.
- D. Interact with staff, students, parents, and others in an open, friendly businesslike manner.
- E. Be a team player.
- F. Use a variety of computer applications, such as word processing, spreadsheet and database
- G. Pass a State Certified Food Handling Course

EDUCATION, EXPERIENCE AND REQUIREMENTS

- A. Valid California Driver's License/Proof of insurance
- B. First Aid Certificate including CPR
- C. TB test clearance
- D. Criminal justice fingerprint processing
- E. AA Degree in business or related field.
- F. Two (2) years related experience and/or training

Job Title: Operations Coordinator

Supervisor: Executive Director

Job Classification: Non-Exempt

Salary Schedule: CLASSIFIED - E

Days: 260

DESCRIPTION OF BASIC RESPONSIBILITIES:

Under the direction of the Executive Director or designee works independently to provide clerical services, maintain State and Federal reporting, handle financial transactions, coordinate meetings, perform specialized and responsible clerical and administrative functions within the school and work on miscellaneous activities and other projects as assigned.

EXAMPLES OF DUTIES:

- A. Provide excellent customer service by establishing positive relationships with AeroSTEM personnel and other partners.
- B. Determine the best solution based on the issue and details provided by users.
- C. Walk the users through the problem-solving process.
- D. Direct unresolved issues to the next level of support personnel
- E. Provide technical support for staff, teachers, and students.
- F. Assist in supporting students and staff with Google Apps for Education, and a multitude of educational software systems, as needed.
- G. Participate in staff meetings, committee meetings, or other meetings as required by job assignment.
- H. Participate in appropriate staff development as required to ensure professional growth.
- I. Coordinates events for internal and community partners ensuring facility is appropriately set-up and organized back to its original state.
- J. Helps respond to immediate safety and/or operational concerns (e.g., facility damage, alarms, etc.) for the purpose of taking appropriate action to resolve immediate safety issues and maintaining a functioning physical and educational environment.
- K. Assist with and perform related work, special projects and tasks as needed and directed by administration.
- L. Performs other duties as assigned that support the overall objective of the organization and position.
- M. Assists in preparing and maintaining the master schedule and student schedules.
- N. Supervises part-time Office Staff
- O. Maintains record of personnel absences and keeps time cards current, schedules substitutes.
- P. Compiles required school related reports.

EMPLOYMENT STANDARDS

Qualifications

- A. Strong customer service background.
- B. Interpersonal skills using tact, patience, and courtesy in both oral and written communication. Communicate clearly and concisely both verbally and in writing.
- C. Ability to quickly learn software applications, databases, and web-based tools utilized by the school and other partners.
- D. General principles and operations of computer and operating systems, related equipment, data processing techniques, networks and computer procedures.
- E. Ability to work with a broad framework of standard policies and procedures. Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
- F. Ability to work and communicate (written and verbally) effectively with all levels of internal and external personnel.

Ability to

- A. Perform the duties of the position efficiently and effectively, under general supervision.
- B. Learn, understand and apply school rules, regulations and policies.
- C. Operate standard office machines and equipment, including computers, multi-line telephone system, copiers, calculators, printers, etc.
- D. Maintain records and prepare reports.
- E. Communicate with peers and other staff or public in a manner reflecting positively on AeroSTEM Academy
- F. Effectively communicate both orally and in writing.
- G. Use a variety of computer software programs including, but not limited to, Google Apps for Education, and other word processing and spreadsheet programs.
- H. Use sufficient hand/eye coordination and manual dexterity to use a personal computer keyboard at an appropriate rate.
- I. Normal physical strength and endurance for standing, sitting, bending, or walking.

EDUCATION, EXPERIENCE AND REQUIREMENTS

- A. Valid California Driver's License/Proof of insurance
- B. First Aid Certificate including CPR
- C. TB test clearance
- D. Criminal justice fingerprint processing
- E. Two (2) years of college-level coursework in position-related fields, and/or four (4) years of experience in the support positions is preferred.
- F. Previous school district experience

Job Title: ParaEducator

Supervisor: Executive Director

Job Classification: Non-Exempt

Salary Schedule: CLASSIFIED - J

Days: 185

DESCRIPTION OF BASIC RESPONSIBILITIES:

Under general supervision, serve as an assistant to a teacher in the instruction and supervision of special education students; assists in the preparation and assembling of teaching materials; relieve the teacher of routine clerical duties; do related work as required.

Supervisor

- Executive Director
- Director of Special Education

Typical Duties:

- Works with students individually or in small groups, tutoring, reinforcing or following up on the teacher's lessons;
- Assists in testing and in scoring tests and in the evaluation of the instruction and the student's progress and problems, and in monitoring Individual Education Plans (IEP'S);
- Follow teacher's lesson plans, assists teacher in preparation of plans;
- Prepares materials and equipment and operates basic and specialized instructional equipment;
- Maintains student records and files as directed by the teacher. Keeps records such as attendance; grades, test scores, student progress; organizes classroom or learning facility as needed;
- Attend to students' physical needs in the classroom; may be required to assist in hygiene, toileting and with special health/emotional needs; may be required to provide specialized health care in accordance with Education Code Section 49423.5;
- Types or duplicates lessons, texts, and other instructional materials;
- Supervises students on field trips, at lunch, or on the school grounds; rides the bus with students as needed. May drive school van for outings as needed;
- Serves as a resource to families and staff;
- Operates a variety of library/media equipment;
- Assists in enforcing discipline procedures according to established guidelines;
- Maintains a positive and attractive learning environment;
- Performs related duties similar to the above as required.

EMPLOYMENT STANDARDS:

Knowledge of:

- Child growth and development;
- Basic methods used in instruction;
- Recreational activities suitable for children;
- Approved techniques of supervision;
- English usage, grammar, spelling, punctuation and vocabulary;
- Basic Mathematics.

Ability to:

- Work independently with little direction;
- Operate a variety of office equipment such as calculators, copy machines, and PC/MAC computers effectively and efficiently;
- Enter data, maintain records, and generate reports;
- Meet various schedules and timelines;
- Perform routine mathematical calculations;
- Understand and carry out oral and written directions;
- Communicate effectively in oral and written form;
- Establish and maintain an effective work relationship with those contacted in the performance of required duties;
- Perform clerical duties such as filing, duplicating, and typing;
- Meet and maintain physical requirements necessary to perform assigned job functions in a safe and effective manner;
- Understand and apply rules, regulations, procedures, and policies;
- Follow and implement a behavior plan for special education students.

EDUCATION, EXPERIENCE, AND REQUIREMENTS:

- High School Diploma or equivalent;
- Prior job related experience;
- Valid California driver's license and evidence of insurability;
- First Aid certificate;
- TB test clearance;
- Drug test clearance;
- Criminal Justice fingerprint processing.

PHYSICAL CHARACTERISTICS:

- Sufficient vision to read printed material;
- Sufficient hearing to conduct in person and telephone conversations;
- Understandable voice with sufficient volume and clarity to be heard in normal conversations;
- Ability to sit or stand for extended periods of time;
- Ability to bend, reach, and stoop;
- Moderate lifting;
- Physical, mental, and emotional stamina to endure workload under sometimes stressful conditions.

Job Title: Teacher

Supervisor: Executive Director

Job Classification: Exempt

Salary Schedule: Certificated - D

Days: 190

DESCRIPTION OF BASIC RESPONSIBILITIES:

Teaches, as part of a teaching assignment, one or more classes in a given subject area in grades 5 - 12, and assists in other school programs as assigned. Assist in other school programs as assigned, to maintain control, preserve suitable learning conditions, and evaluate student progress.

EXAMPLES OF DUTIES:

- A. Develops lessons and units of study incorporating multiple references, differentiated activities, and integrated subject matter.
- B. Organizes classroom procedures and manages student behavior to ensure all students are engaged in learning.
- C. Establishes and supports a culture of high expectations.
- D. Continuously adjusts lessons/activities to differentiate instruction and meet individual student needs.
- E. Engages in ongoing assessment of student progress using a variety of different means. This includes maintaining accurate records and utilizing assessment data to tailor instruction to individual student needs and increase student performance.
- F. Participates in continuous professional development activities, both internal and external.
- G. Maintains frequent communication with students, students' families, colleagues, and other school stakeholders.
- H. Collaborates closely with colleagues (both grade-level and school-wide) to align curriculum across subjects, improve own and others' instructional practices and share best practices.
- I. Provides students and their families with regular and timely information on classroom activities and student progress; finds ways to involve parents/guardians in their students' education.
- J. Identifies unique student needs and collaborates with other team members and outside service providers to identify and address learning challenges.
- K. Works with diverse populations including English learners, at-risk learners, and special education.
- L. Meets regularly with administrators and teachers to collaborate on assessment data, curriculum, and school improvement.
- M. Uses technology as a tool for instruction and learning.

EMPLOYMENT STANDARDS

Knowledge of

- A. basic math, including calculations using fractions, percents, and/or ratios
- B. read technical information
- C. compose a variety of documents
- D. facilitate group discussions
- E. analyze situations to define issues and draw conclusions
- F. specific knowledge-based competencies required to satisfactorily perform the functions of the job include: games and rules; appropriate codes, policies, regulations and/or laws; age appropriate activities; lesson plan requirements; stages of child development; and behavioral management strategies

Ability to

- A. schedule activities, meetings, and/or events
- B. gather, collate, and/or classify data
- C. work with others in a wide variety of circumstances
- D. work with data utilizing defined but different processes
- E. cooperate equipment using a variety of processes
- F. work with a diversity of individuals and/or groups
- G. work with a variety of data; and utilize a variety of types of job-related equipment
- H. problem solving is required to analyze issues and create action plans
- I. problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is moderate
- J. specific ability-based competencies required to satisfactorily perform the functions of the job include: participating in physical activity; establishing and maintaining constructive relationships
- K. adapting to changing work priorities
- L. maintaining confidentiality; and exhibiting tact

EDUCATION, EXPERIENCE AND REQUIREMENTS

- A. CA Multiple or Single Subject Teaching Credential
- B. Bachelor's Degree
- C. Knowledge of California State Standards and grade level subject-matter
- D. Knowledge and experience administering and using assessments
- E. Experience developing a caring classroom environment where some instructional time is dedicated to community building, and conflict resolution
- F. Experience organizing and managing a student-centered classroom that includes age-appropriate, responsive classroom management practices
- G. Excellent communications/interpersonal skills
- H. Ability and willingness to reflect and improve
- I. Ability to collaborate with colleagues, parents and the community
- J. Maturity, humility, strong work ethic, and positive attitude
- K. First Aid/CPR Certificate
- L. Fingerprint Clearance
- M. TB Clearance



Family Handbook

82 Second Street, Yuba City, CA 95991

(530) 742-2531

info@aerostem.org

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Mission

AeroSTEM Academy prepares students of today for the growing college and career opportunities of tomorrow.

By exploring Science, Technology, Engineering, and Mathematics (STEM) through the lens of aerospace, students gain the knowledge and skills necessary to contribute to a dynamic, technology-intensive economy.

AeroSTEM Academy creates a culture of character and collaboration in close partnership with college and professional communities.

The educational program encourages imagination, incorporates experiential learning, and provides opportunities to engineer solutions.

Vision

Graduates from AeroSTEM Academy will have a growth mindset, have determined a college and/or career field, acquired an accompanying real-world STEM skill set, and will be prepared to successfully enter the next phase of their post-secondary education and/or career pathway.

Desired Character Traits

AeroSTEM Academy expects students and staff to be ACES by demonstrating the following character traits while a part of our community.

- **Adaptable** (able to adjust to new conditions)
- **Collaborative** (work with others towards a common goal)
- **Empathetic** (aware of others)
- **Steadfast** (firm in purpose and determination)

HANDBOOK DISCLAIMER

To assist families in understanding their rights, AeroSTEM Academy has included summaries of some current laws in this handbook. Of course, as those rights change due to revisions in applicable law, AeroSTEM Academy will comply with the revisions in applicable law. This handbook will be deemed to be revised to be consistent with applicable legal revisions whenever such legal revisions become effective even though the handbook language has not been changed. This handbook does not create rights beyond those required by applicable law.

This handbook refers to many AeroSTEM Academy policies. Some of the policies are included in this handbook. To view the policies in their entirety please contact the main office.

Nondiscrimination Statement:

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

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

AeroSTEM Academy is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination in Employment Act of 1967; The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability). AeroSTEM Academy also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. AeroSTEM Academy does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which AeroSTEM Academy does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. AeroSTEM Academy will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the AeroSTEM Academy Uniform Complaint Procedures (“UCP”) Compliance Officer.

Student Enrollment

Admission

AeroSTEM Academy is a 5th through 12th grade public charter school. As such, we admit any student who applies provided the student meets California State residency requirements.

AeroSTEM Academy is nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate against any student based upon any of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

AeroSTEM Academy shall admit all pupils who wish to attend the Charter School to the extent that space allows. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School.

AeroSTEM Academy will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission shall be limited to students who reside in Sutter County or adjacent counties as required by Education Code Section 51747.3.

Enrollment Process

Basic student contact information will be collected through the school's website from families who are interested in enrolling in AeroSTEM Academy. Following a publicly advertised enrollment period, interested students will be counted to determine if a public lottery is needed. If the number of applications for admission exceeds the number of available openings in an area or program, admission is determined by a random public drawing (or "lottery"). Please ask to see our Charter document for information regarding enrollment preferences and process.

Enrollment is completed by:

- Submitting student registration information online or by paper
- Submitting requested documents according to law requirements
- Signing a Master Agreement (Independent study students only)
- Signing an Acknowledgement of Responsibilities (Independent study students only)

Learning Through AeroSTEM Academy

The role of an AeroSTEM Academy teacher is to support instruction, guidance, accountability, documentation and oversight through the curriculum.

AeroSTEM Academy Teachers will:

- Explain the following:
 - ◆ Curriculum
 - ◆ Support options
 - ◆ Class schedule and structures
 - ◆ At-home learning
 - ◆ High School graduation requirements
 - ◆ Portfolio management
 - ◆ Parent training
 - ◆ Online learning platforms
 - ◆ Field trips and events
 - ◆ Acknowledgement of Responsibilities and accountability system
 - ◆ Assist the family in completing all the enrollment forms
- Refer the family to the Student and Parent Handbook found on AeroSTEM Academy's website (or provide a paper copy)
- Coordinate and assess the student's current academic levels
- Provide assistance in how to monitor daily learning
- Respond to questions during business hours
- Act as a liaison between other certificated staff (i.e. HS Counselor, Director of Special Education, etc.)
- Conduct parent meetings, when needed) to maintain current communication
- Provide direct instruction through core and STEM classes conducted at the school
- Post assignments, assignment evaluations and assignment resources through online learning platform
- Provide learning feedback as appropriate through online learning platform
- Attend IEP meetings of students under direct supervision
- Verify student attendance records

Honor Code

The honor code dates back as far as 1779 and was first established at The College of William and Mary at the directive of Thomas Jefferson. An honor code is a set of rules and ideals that express the school's principles and standards. Focused mainly, but not solely, on academic honesty, an honor code allows for a standard that students can hold to when attending AeroSTEM Academy. The Honor Code will articulate the interest to the school community in maintaining our high standards. The goal of AeroSTEM Academy is to help every student reach his or her highest potential.

One of the goals of AeroSTEM Academy is to support students in developing wisdom and leadership. Our Honor Code is tied to that goal. It is our intention that students, at home, at school, and on field trips will demonstrate character and respect for themselves, others and the environment by:

- Choosing their speech carefully and thoughtfully, eliminating profane and vulgar language.
- Choosing to conduct themselves with honesty and integrity by not engaging in theft, cheating, plagiarism, or untruthful statements.
- Choosing to exhibit a positive attitude about themselves and the world around them.
- Choosing to respect others' boundaries, both physical and psychological, so that the environment is safe and free from violence and harassment.
- Choosing to respect others' possessions.
- Choosing to be kind and considerate at all times, using acceptable problem solving skills to work out differences.
- Choosing a healthy lifestyle that would preclude the use, possession or distribution of drugs, alcohol or tobacco.
- Choosing to care for the buildings and locations made available to our school, eliminating vandalism or careless neglect.
- Choosing to respect the natural environment and the issues surrounding the stewardship of our planet.

Honor Code Pledge

As an AeroSTEM Academy student, I pledge to be a person of integrity. I will not give or receive unapproved assistance in any academic exercise. I will commit myself to honesty, respect, responsibility, and trust.

Explanation of the Honor Code

Responsibility, respect for self and others, regard for the welfare of the community, pride in accomplishments, and the rights of everyone, involve each of us being persons of integrity whose actions demonstrate the honor code commitment.

Any actions, whether intentional or unintentional, which disregard honesty and diminish the integrity of both the individual and the community go against the established honor code. Moreover, such actions do not give the teacher the opportunity to evaluate the student fairly or offer assistance when it is needed. They also deprive the student of a valid learning experience, which is crucial to educating the whole person. While a member of the AeroSTEM Academy community, each student is expected to conduct himself/herself with integrity and to uphold the Honor Code.

Though not exhaustive, the following represent examples of actions that may violate the Honor Code:

- Cheating: Copying work or giving your own work to another; unauthorized use of study aids or collaboration during testing; obtaining or distributing copies of testing materials; giving or receiving information regarding a test before, during, or after the test
- Plagiarism: Representing others' ideas or expressions, whether published or unpublished, as your own without proper citation of credit
- Falsifying data/ citations: Buying, selling, giving, or receiving term papers, notebooks, or the like, from any source including the Internet
- Fabricating academic documentation (e.g., letters of reference, transcript, etc.)
- Abuse of Media Center privileges: Defacing books or any item belonging to the school thus depriving others of their use
- Purposeful destruction, theft, or misuse of electronic media (computer hardware or software)
- Lying to an administrator or teacher during investigations of academic dishonesty

Procedures / Sanctions for Honor Code Violations

With regard to issues concerning the Honor Code, the teacher will initially speak with the student to ascertain the facts. The details of this conversation, as well as the facts which are discussed, will be recorded. All materials pertinent to the situation will be given to the Administration. Administration will meet with the student to make a determination regarding the upholding of the Honor Code Pledge.

Students are expected to abide by the Honor Code, Suspension and Expulsion Policy, and all other Policies outlined in the Student/Parent Handbook. Parents will be notified of any difficulties. Repetitive or severe infractions may result in suspension of school privileges. Please find policies on our website or request a copy at the main office.

Parent Responsibilities

Parents play a key role in the success of their students. By enrolling at AeroSTEM Academy, parents are showing a desire to take a greater part in their student's educational program than is common in many traditional school programs. AeroSTEM Academy parents can expect to undertake the following responsibilities:

- Supply cost of replacement or repair for willfully damaged, lost or destroyed books, computers, software and other school property loaned to my child
- Acknowledge that learning resources including: print, non-print, technology, etc., is property of the school and all materials must be returned to the school upon proper notice
- Contact the Teacher prior to the due date to make alternative arrangements if special or extenuating circumstances prohibit student from turning in the assigned work by the due date
- Ensure daily attendance of their children
- Ensure that homework is completed and turned in on time
- Encourage their children to participate in extracurricular and curricular activities
- Monitor and regulate device use and viewing by their children
- Volunteer at their children's school or other school activities to the extent feasible
- Participate in decisions related to the education of their own children or the total school program as appropriate

School Campus Use

The school campus provides opportunities for students to reinforce academic skills, borrow materials, access computers, receive individualized tutoring, attend class instruction, participate in special events, and attend assessment sessions.

The school campus is a closed campus. All students must remain on campus until the end of their learning day. A parent/guardian may sign a student out of school at any time.

Technology and Internet Use

AeroSTEM Academy relies on technology as a primary function of education. Each student is issued a computer for educational use and access to the Internet as a means of enriching educational goals, and reaching technological proficiency as outlined by The National Education Technology Standards (NETS).

In order for this school to continue making these resources available, students must take responsibility for appropriate and lawful use of these resources. Student misconduct will result in consequences such as temporary or permanent ban from such resources or possible removal from the school. The signatures on the contract are legally binding and indicate that the parties who signed have read the terms and conditions carefully and understand their significance.

Policies, guidelines and rules described below refer but are not limited to, all technological devices and peripherals including computers, digital cameras, video equipment, software, sound equipment, the internet, MP3 players, calculators, printers etc. that are owned by, leased to, and/or on loan to AeroSTEM Academy.

Policies, guidelines and rules also include use of student's personal technology devices used on site.

Terms and Conditions (for Technology and Internet Use)

Acceptable uses of Technology

The use of school computers or other technological equipment must be in support of education and is consistent with the educational objectives of this district. Use of another organization's network or computing resources must comply with the rules appropriate for that network including:

- Class work or assignments as directed by and supervised by a teacher
- Complete homework assignments as instructed by a teacher but independently conducted
- Research for education purposes
- Use of approved educational software
- Training or development of computer use skills supervised by a teacher or computer technician.
- Personal discovery of an acceptable nature ("surfing the Internet")
- Appropriate behavior and common courtesy are expected at all times.
- Print or copy assignments or documents with specific permission only.

Prohibited uses of Technology

- Transmission of material in violation of any US or state regulation. This includes, but is not limited to: copyrighted material; illegal, threatening, harassing, violent or obscene material, and matters protected by trade secrets.

- Altering or removing computer files not belonging to the user, installing unlicensed software, creating links to inappropriate materials, disconnecting equipment, and vandalism of any kind
- Use for commercial activities
- Use for product advertisement or political lobbying
- Any transmission or reception of pornographic material is expressly prohibited and will result in the cancellation of computer privileges.
- Change of Internet Browser settings or any computer preferences or settings
- Attempt to steal or learn others' passwords including the administrator's passwords or internet passwords
- Use of any 'hacking software' or possession and distribution of any software tool
- Transmitting spyware, viruses, or other malware to computers
- Transmitting inappropriate messages or comments through use of common messaging or social networking sites
- Violating any other building, classroom or student conduct rules through the use of technology.
- Food and drink are not allowed in any computer area.
- Outside software is not permitted in any computer area; no software is to be downloaded, stored, or installed on any computer or in any computer account.
- Pirated software (warez) and MP3s are not to be downloaded or stored on any computer or in any user's account.
- All copyright laws are to be observed. Copyrighted material is not to be placed in the system without the author's permission.
- Do not move or disconnect any affixed computer or peripheral device or piece/part of any equipment. Contact the Technology Director or teacher concerning problems with any of the equipment.
- Do not read, delete, copy, modify or attempt to access other's emails.
- Do not give out personal identification information about yourself or others, including personal address, social security number, and phone number.
- Do not use the network in such a way that you would disrupt the use of the network by other users.
- Do not use the system to encourage the use of drugs, alcohol, tobacco, or any illegal/inappropriate activities.

Security

Security on any computer system is a high priority, especially when the system involves many users. If you can identify a security problem on the network, notify your teacher or the School Director. You are not permitted to use another individual's account, and you should never allow anyone else to access your account. If, at any time, you feel that your password may have been compromised, see the Technology Support staff member immediately to have your password changed. You are responsible

for all activity that occurs with your account. Attempts to login to the network as a system administrator or gain unauthorized access will result in the cancellation of your computer privileges.

Vandalism

Vandalism will result in the cancellation of your computer privileges, which could also result in release from the school program. Vandalism is defined as any malicious attempt to alter, harm, or destroy data of another user, computers, accessories, the Internet, or any of the above listed agencies or other networks that are connected to the Internet. This includes, but is not limited to, the uploading, downloading, or creation of computer viruses.

Restitution and Consequences of Contract Violation

Students may be suspended or subject to other disciplinary actions for violation of this contract as provided in the current school Student/Parent Handbook under the provisions of Education Code 48900 (k): disruption of school activities and willful defiance of the valid authority of the school.

Students will be required to provide restitution for damages to school equipment while the student is logged into any computer. In the case of no physical damage, but the requirement of staff or student aide time to reconfigure a system, students will be charged at the rate of \$50/hour for a minimum of one hour.

Privileges and Consequences

The use of school computers and the use of the Internet are privileges, and unacceptable use will result in the cancellation of those privileges. The School Director may revoke privileges at any time and for an extended period of time as deemed appropriate. A student who has his/her computer privileges revoked may also be subject to release from the school program entirely.

Indemnification

AeroSTEM Academy makes no guarantees of any kind, whether expressed or implied, for the service they are providing. AeroSTEM Academy will not be responsible for any damages suffered. This includes loss of electronic data resulting from faulty software or equipment, delays, non-deliveries, miss-deliveries, or service interruptions caused by their negligence or your errors or omissions. Use of any information obtained via the school computers and/or the Internet is at your own risk.

Duration of Agreement

The duration of the computer use agreement begins at time of signing and ends when the computer has been returned and cleared of damages. This agreement is binding. Please find policies on our website or request a copy at the main office.

State Assessment

In order to continue to offer innovative educational programs, charter schools must abide by the laws that govern them. According to California charter school law, we must demonstrate that our students are learning at a level equivalent to or greater than that of children in traditional schools. If we cannot, we risk losing our charter and the students risk losing this option.

We recognize that standardized tests do not always accurately reflect a student's knowledge and skills. However, we know that academic progress is one of the many benefits of programs like ours. And while we have the opportunity to see, first hand, how much our children are learning, testing creates an avenue with which we can demonstrate to the California Department of Education, and to the Western Association of Schools and Colleges and the California Charter School Association, our accrediting institutions, what we already know to be true.

With this in mind, we urge you to prepare your student to participate in the standardized state testing assessment program mandated by the State. The individual results will not be used by the state to track or label the students in any way.

California Assessment of Student Performance and Progress ("CAASPP")

The School shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress.) Notwithstanding any other provision of law, a parent's or guardian's written request to School officials to excuse his or her child from any or all parts of the state assessments shall be granted.

Teacher Qualification Information

All parents may request information regarding the professional qualifications of AeroSTEM Academy teachers.

Educational Materials

Students are issued the materials they need to begin study at the beginning of the school year. Parents may review the catalog(s) and curriculum for each course of study at any time.

All materials provided to the student are the property of the school. Families must return the materials when the student is finished using them. If these materials are not accounted for at the end of the school year, the teacher must submit a missing materials form that will be used to charge the families for the missing resources where appropriate.

Grading Practices

AeroSTEM Academy values both academic and learning behaviors. We want to provide students, parents, and staff with honest and clear communication about how a student is progressing academically, as well as how their learning behaviors impact their progress.

The goal of standards-focused grading is to improve student learning by reporting grades that are accurate, meaningful, consistent, support learning, and that provide students more details on what they are expected to learn and the progress they have made in their learning.

By changing our mindset around how we respond to assessments and by shifting our grading practices to reflect what students know and are able to do, student achievement will improve.

Teachers will base a student's grade solely on the quality of the student's academic work and his/her mastery of course content based on the standards.

Students will have the opportunity to demonstrate this mastery through a variety of methods, including, but not limited to: tests, projects, portfolios, and/or class discussion as appropriate.

Other elements that are not a direct measure of knowledge and understanding of course content, such as attendance, effort, student conduct, and work habits, shall not be factored into the academic grade, but may be reported separately.

Differences from Traditional Grading Practices

- Grades are reported as A, B, C, D, F not percentage on report card
 - ◆ Assignments will continue to have a percentage grade reflecting the level of mastery
- Shift from how many points do I have to what knowledge did I demonstrate
- Separate academic and learning behavior grade scales
- No extra credit
- Formative and summative assignments
 - ◆ Only summative assignments count for final grades
- No mark down on late assignments
- Assignment questions will have standards attached to them
- Relies heavily on rubrics

Formative Assessments (for learning)

Formative data collection occurs during learning and is used as feedback for students and teachers. These assessments are used to promote student growth and reflect progress towards the learning goal. It is used by teachers to adjust instruction to improve student achievement.

- To learn more
- During learning
- Practice
- Tells students about their learning, and teachers about their teaching
- Tells students and teachers direction of where they need to go
- Part of the improvement process
- Indicator (to teacher and student) of how student will perform on future summative assessments

Summative Assessments (of learning)

Summative scores are used to determine whether students have learned what they were expected to learn. Students can demonstrate their understanding by applying their knowledge through a varied process or product.

- Standards-aligned assessments (Learning targets on formative assessments match those that will be assessed on summative assessment)
- After formative learning has occurred
- Sufficient Practice (practice aligned to the learning target)
- Feedback (timely, specific, aligned to the learning target)
- Opportunity to improve learning based on feedback from the teacher

Grading Scales

Academic Scale		
Grade	Scale %	Outcome
A	90 - 100	Student demonstrates a deep understanding of knowledge/skills and applies them to new situations
B	80 - 89	Student consistently understands and applies knowledge/skills.
C	70 - 79	Student inconsistently understands and applies knowledge/skills.
D	60 - 69	Student has shown minimal signs of understanding and ability to apply knowledge/skills
F	0 - 59	Student has not submitted the requisite amount of evidence to justify a passing level. Either whole pieces of evidence are missing or the submitted evidence is incomplete

Learning Behaviors Scale				
Grade	Description	Rubric	Behavior	Outcome
A/B Consistently		80 - 100	Engagement	Student consistently engages in learning across multiple settings (one-on-one, in groups, teacher-led, class discussions, etc.).
			Work Completion	Student consistently completes quality work in a timely manner.
C Sometimes		0 - 79	Engagement	Student sometimes engages in learning across multiple settings (one-on-one, in groups, teacher-led, class discussions, etc.).
			Work Completion	Student sometimes completes quality work in a timely manner.
D/F Rarely		0 - 69	Engagement	Student rarely engages in learning across multiple settings (one-on-one, in groups, teacher-led, class discussions, etc.).
			Work Completion	Student rarely completes quality work in a timely manner.

Dual Enrollment

Students may, when deemed appropriate, take Community College courses while concurrently enrolled in AeroSTEM Academy. In order to do this, a teacher and high school counselor must verify that a student has the ability to be successful in this environment and adhere to the following process:

- Contact the community college to verify its concurrent enrollment process
- Complete the college concurrent enrollment form
- Register for classes
- Inform the teacher of the required text

Charter law states that a student may not be concurrently enrolled full time in two schools. Therefore students enrolled in AeroSTEM Academy may not take more than the number of allowed units per semester at a Community College and must concurrently carry no less than 20 units with AeroSTEM Academy.

General Information

Attendance

Absences and tardies affect the learning of all students on campus. Please ensure students are at school and on time every day. Consistent attendance is a key factor in your child's success at school. Please try to schedule appointments before/after school and vacations during school breaks.

Students must attend school daily and remain in school the entire instructional day. Absences are only excused for health reasons, attendance at a family member's funeral (one day in California and three days out of state or country), court appearances, or religious holidays.

Students must arrive at school on time. Please check your child's arrival time and help them to be at school on time. Students must check in at the office before class if they arrive after the official start time.

If your child is absent, you must notify office personnel of the absence and the reason for the absence. If a student is absent 14 days or more for illness in a school year, further absences must be verified by a physician. Excessive unexcused absences will be reported to the Student Attendance Review Board.

Drop Off/Pick Up

Students must be dropped off, at the school, no earlier than 15 minutes before their program/activity begins and picked up no later than 15 minutes after their program/activity ends.

If a student is going to be picked up by anyone other than his/her parent, the parent must add the name(s) to the emergency card.

Breakfast and Lunches

Breakfast and lunch will be available through the universal meal program and provided to students irregardless if they qualify for free or reduced lunch program. Students may also bring their own sack lunches.

The office can not accept meal delivery orders (UberEats, DoorDash, etc) at the school office for students. If a student orders from those entities, the service will be turned away. A parent dropping off lunch due to a forgotten lunch or special occasion is acceptable, but routine meal delivery is not allowed.

Volunteering

AeroASTEM Academy values our family volunteers. The needs of each classroom teacher differ when it comes to classroom volunteers. Please follow these guidelines when planning to support your classroom or speciality teacher:

- Connect with your classroom teacher at least 24 hours prior to coming in to volunteer in the classroom. This will give the teacher a chance to be prepared and make your volunteer time as efficient as possible.
- Check in at the front office to receive a volunteer badge.
- If volunteering in a classroom, support all students in the classroom, or your group, as instructed by the classroom teacher.
- If volunteering to prepare materials, please respect the teacher workroom shared space.

Social Media Use

AeroASTEM Academy recognizes the rights of students, faculty, staff, and employees who want to participate in online social networking. These guidelines are designed to create an atmosphere of good will, honesty, and individual accountability. AeroSTEM Academy students, faculty, and staff should always keep in mind that information produced, shared, and retrieved by them is a reflection on the school community and is subject to school policies. When accessing, creating, or contributing to blogs, wikis, podcasts, or other social media forms for classroom or independent study use, adherence to these guidelines is expected. Failure to meet or follow these guidelines may result in disciplinary action.

Compliance with the following rules and guidelines when participating in social media activities is required. Violation of these guidelines may result in disciplinary action.

- In the online environment, students must follow AeroSTEM Academy's Student Honor Code and conduct themselves online as on campus.
- Students will maintain confidentiality regarding both school related and personal information.
- Students will ensure honest and accurate posts to the Internet.
- Students will be respectful and avoid comments that may be hurtful when responding to others.
- Students will not engage in any discriminatory, harassing, or retaliatory behavior in violation of school policy.
- Unless authorized, students will not represent themselves as spokespersons for AeroSTEM Academy. The school reserves the right to request school-related posted content without permission to be removed from the Internet.
- Students will use discretion and be conscious of long-lasting impressions on many varied audiences.
- Students will respect copyright, fair use, and financial disclosure rules and regulations.
- Students should keep their passwords secure and never share them with others.

Personal Technology

We recognize that cell phones and electronics have become common tools for communication. However, they can also significantly distract the learning environment and are vulnerable to theft.

Students are allowed to carry cell phones and electronics to school. As AeroSTEM Academy provides devices for learning, cell phones must be silenced and stored in the student's backpacks before entering classrooms. Smart watches must be silenced and not utilized as a communication tool (send or receive messages) during school hours. The school accepts no responsibility for lost, stolen, or damaged cell phones or electronics.

Any violation of the cell phone/electronic device policy may result in the phone/watch being held until the end of the day or for parent pick up. Staff will communicate with parents/guardians when a device is confiscated.

If a student refuses, the parent will be called to pick up the device at that time and the student will have to check the device into the office at the start of school or not bring the device to school.

Visitors

All visitors must check in at the front office. Visitors will be asked to present a valid state-issued ID. All visitors who enter the school intending to travel beyond the main office, or stay for a meeting in the office, etc., will be issued a badge. The visitor badges must be returned to the office after the visit.

Medication at School

Students may not have medications (including over-the-counter medications such as Tylenol and cough drops) in their possession on school grounds or during any school-sponsored event unless indicated by the student's physician on a medication form.

Policy requires that medications must be stored in the school office and that both parent/guardian and physician sign a form specifying dosage and administration time.

Some medications (e.g., inhalers for asthma) may be carried by the student if indicated by the student's physician on a medication form and cleared by the school personnel .

Dress Code

Parents or guardians of students are primarily responsible for establishing and implementing appropriate dress and grooming standards. AeroSTEM Academy is responsible for establishing a classroom and campus atmosphere that creates the appropriate environment for teaching and learning. The dress code aims to optimize a productive learning environment, protect all students' health, safety, and welfare, allow for self-expression, and ensure all students are treated equitably.

Clothing worn on campus must promote a safe atmosphere conducive to learning. Certain body parts and undergarments must be covered for all students at all times.

Students Must Wear:

- A shirt (with opaque fabric in the front, back, and on the sides under the arms) that covers the majority of the torso
- Pants or the equivalent (for example, a skirt, sweatpants, leggings, a dress or shorts)
- Shoes

Students May Wear:

(as long as these items do not violate the General Dress Code policy above)

- Religious headwear
- Ripped jeans, as long as undergarments are not exposed
- Tank tops and shorts
- Slides or sandals, as long as appropriate footwear for PE is worn

Students Cannot Wear:

- Hats can not be worn inside buildings
- Images or language that depict weapons or violence
- Images or language depicting/suggesting drugs, alcohol, vaping or paraphernalia, any illegal item or activity, or gang activity
- Hate speech, profanity, or images or language that are overly sexual in nature
- Images or language that creates a hostile or intimidating environment
- Any clothing that reveals visible undergarments
- The head may not be covered indoors by a hood/hoodie
- Accessories that could be considered dangerous or could be used as a weapon
- Any item that obscures the face (except as a religious observance or for health purposes)
- Blankets in replacement of jackets or sweatshirts

If a student's attire, clothing, jewelry, accessories, or appearance violates the dress code outlined above, or becomes a distraction to the learning environment, they may be asked to change and/or a parent/guardian may be contacted. Repeated offenses may result in disciplinary action.

Behavior Management

AeroSTEM Academy follows the Positive Behavior Intervention and Supports (PBIS) framework. Students need to have clear expectations for their behavior and be acknowledged for their positive behavior. Expectations for the rules are defined on all areas of the campus and are in effect while on campus, during all school-sponsored activities, and during transportation.

When students violate the expectations, behavior is managed by all school staff, including paraeducators, clerical, teachers, and administrators. Staff may provide appropriate consequences. More serious behavior errors will be referred to the office, and the student will conference with an administrator. If a more serious behavior occurs and your child is sent to the office, you will be notified by a school administrator promptly with either a phone call or email.

Discrimination & Sexual Harassment

AeroSTEM Academy has strict policies against harassment, discrimination, and sexual harassment. Teachers will discuss these policies and reporting procedures with their students in an age-appropriate way. All harassment reports will be evaluated for Title IX violations if appropriate. If sexual harassment is found following an investigation, the Title IX Coordinator or designee, in consultation with the Coordinator, shall promptly stop the sexual harassment, prevent a recurrence, implement remedies, and address any continuing effects.

Bullying Prevention

AeroSTEM Academy promotes a safe environment for all students and staff. Bullying is recognized as targeted behaviors that are ongoing and pervasive after being reported. Issues of reported bullying will be dealt with immediately to support student and staff safety.

AeroSTEM Academy recognizes the harmful effects of bullying on student well-being, learning, and attendance and desires to provide a safe school environment that protects students from physical and emotional harm. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel or retaliate against them for filing a complaint or participating in the complaint resolution process.

Conflict Resolution

AeroSTEM Academy believes that all students have a right to a safe and healthy school environment. Part of a healthy environment is the freedom to openly disagree. With this freedom comes the responsibility to discuss and resolve disagreements with respect for the rights and opinions of others.

To prevent conflict, AeroSTEM Academy will incorporate conflict resolution education and problem solving techniques into the curriculum and campus programs. This is an important step in promoting respect and acceptance, developing new ways of communicating, understanding, accepting differing values and cultures within the school community and ensuring a safe and healthy learning environment.

AeroSTEM Academy will provide training to develop the knowledge, attitudes, and skills students need to choose alternatives to self-destructive, violent behavior and dissolve interpersonal and intergroup conflict.

Conflict Resolution includes, but is not limited to, the following:

- Students are to resolve their disputes without resorting to violence.
- Students are encouraged to help fellow students resolve problems peaceably.
- Students can rely on staff trained in conflict resolution to intervene in any dispute likely to result in violence.
- Students needing help in resolving a disagreement, or students observing conflict may contact a staff member.
- Students and/or employees engaging in harassment or bullying are subject to disciplinary action.

If the complainant student or the parent of the student feels that appropriate resolution of the investigation or complaint has not been reached, the student or the parent of the student should contact the School Director/ designee within five (5) school days. An appeal may be filed directly with the Executive Director within that timeline.

Note that when harassment or bullying is based upon one of the legally protected characteristics, a complainant may also fill out a Uniform Complaint Procedures (“UCP”) complaint form at any time during the process, consistent with the procedures laid out in this Handbook.

Uniform Complaint Procedures

AeroSTEM Academy has the primary responsibility to insure compliance with applicable state and federal laws and regulations and has established procedures to address allegations of unlawful discrimination, harassment, intimidation, and bullying, and complaints alleging violation of state or federal laws governing educational programs and the charging of unlawful pupil fees.

AeroSTEM Academy shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure (“UCP”) adopted by our Governing Board. Unlawful discrimination, harassment, intimidation, or bullying complaints may be based on actual or perceived

characteristics of age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, genetic information, physical disability, mental disability, medical condition, marital status, nationality, national origin, race or ethnicity, religion, sex, sexual orientation, or on a person's association with a person or group with one or more of these actual or perceived characteristics, in any AeroSTEM Academy program or activity that receives or benefits from state financial assistance.

The UCP shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in:

- Foster and Homeless Youth Services
- Career Technical and Technical Education and Training Programs
- Regional Occupational Centers and Special Education Programs
- Every Student Succeeds Act / No Child Left Behind Act (2001) Programs (Titles I-VII)

A complaint of noncompliance with laws relating to pupil fees may be filed pursuant to the local UCP. A pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.
- A pupil fee complaint shall not be filed later than one (1) year from the date the alleged violation occurred.

Complaints of noncompliance with laws relating to pupil fees are filed with the Executive Director of a school. A complaint regarding pupil fees may be filed anonymously if the complaint provides evidence or information to support an allegation of noncompliance with laws relating to pupil fees. Complaints other than complaints relating to pupil fees must be filed in writing with the following compliance officer:

Executive Director, AeroSTEM Academy
82 Second Street, Yuba City, CA 95991

Complaints alleging discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the

date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying, unless the time for filing is extended by the Executive Director or his or her designee in writing.

Complaints will be investigated and a written Decision or report will be sent to the complainant within sixty (60) days from the receipt of the complaint. This sixty (60) day time period may be extended by written agreement of the complainant. The compliance officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and in accordance with the AeroSTEM Academy's procedures.

The complainant has a right to appeal AeroSTEM Academy's Decision to the California Department of Education ("CDE") by filing a written appeal within fifteen (15) days of receiving the Decision. The appeal must include a copy of the complaint filed with the School and a copy of AeroSTEM Academy's Decision.

Civil law remedies may be available under state or federal discrimination, harassment, intimidation, or bullying laws, if applicable. In appropriate cases, an appeal may be filed pursuant to Education Code Section 262.3. A complainant may pursue available civil law remedies outside of AeroSTEM Academy'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.

Please find policies on our website or request a copy at the main office.

Child Find

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

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

Section 504

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

Homeless Students

The term “homeless children and youth” means individuals who lack a fixed, regular and adequate nighttime residence due to economic hardship. It includes children and youths who (42 USC 11434(a)):

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

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

School Liaison: The Executive Director or designee designates the following staff person as the School Liaison for homeless students ((42 USC 11432(g)(1)(J) & (e)(3)(C).):

Executive Director, AeroSTEM Academy
82 Second Street, Yuba City, CA 95991

The School Liaison shall ensure that (42 U.S.C. 11432(g)):

- Homeless students are identified by school personnel and through coordination activities with other entities and agencies.
- Homeless students enroll in, and have a full and equal opportunity to succeed at AeroSTEM Academy.
- Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by Academy, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
- Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
- Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
- Enrollment/admissions disputes are mediated in accordance with law, AeroSTEM Academy charter, and Board policy.
- Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
- School personnel providing services receive professional development and other support.
- The School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
- Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

Please find policies on our website or request a copy at the main office.

Emergency Procedures

In the event of an emergency (fire, earthquake, storm, etc.), AeroSTEM Academy staff will follow the safety guidelines outlined in the AeroSTEM Academy Safety Plan. This plan can be produced upon request in our front office. Typically, during a safety emergency, all staff will remain at the school until all children have safely exited the site, in a place of safety, or released to parents/guardians, unless directed otherwise. Teachers will keep their classes in their rooms unless directed otherwise by an administrator or designee. Teachers will remain with their classes and are responsible for accounting for each child in their class. Teachers will be responsible for signing out children to parents/guardians or other designated adults.

Suicide Prevention

AeroSTEM Academy recognizes that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, AeroSTEM Academy has developed strategies for suicide prevention, intervention, postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior.

Relationship with the Sutter County Superintendent of Schools

AeroSTEM Academy is a California public charter school operating under the sponsorship of the Sutter County Superintendent of Schools. AeroSTEM Academy is a non-profit public benefit corporation and adheres to the laws governing nonprofit corporations in the state of California.

Pupil Records

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

These rights are:

1. The right to inspect and review the student's education records within 5 business days after the day the School receives a request for access. Parents or eligible students should submit to the School Director or designee a written request that identifies the records they wish to inspect. The School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA.

Parents or eligible students who wish to ask the School to amend a record should write to the School Director or designee, clearly identify the part of the record they want changed, and specify why it should be changed. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the School discloses personally identifiable information (“PII”) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

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

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

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

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

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

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

1. To other School officials, including teachers, within the educational agency or institution whom the School has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1)).
2. To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2)).
3. To authorize representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35).
4. In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4)).
5. To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7)).
6. To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8)).
7. To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9)).

8. To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10)).
9. Information the School has designated as “directory information” under §99.37. (§99.31(a)(11)).

“Directory Information” is information that is generally not considered harmful or an invasion of privacy if released. Directory information can be disclosed to outside organizations without a parent’s prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish year books. The School has designated the following information as directory information:

1. Student’s name
2. Student’s address
3. Parent’s/guardian’s address
4. Telephone listing
5. Student’s electronic mail address
6. Parent’s/guardian’s electronic mail address
7. Photograph
8. Date and place of birth
9. Dates of attendance
10. Grade level
11. Weight and height of members of athletic teams
12. Degrees, honors, and awards received
13. The most recent educational agency or institution attended
14. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student’s social security number, in whole or in part, cannot be used for this purpose.)

If you do not want the School to disclose directory information from your child’s education records without your prior written consent, you must notify the School in writing at the time of enrollment or re-enrollment. Please notify the School Director at:

Executive Director, AeroSTEM Academy
82 Second Street, Yuba City, CA 95991

TO: Board of Directors
DATE: 5/13/24
ITEM: Director's Report

AGENDA ITEM: 8
SUBMITTED FOR: Information

Background and Summary Information: The executive director will update the board on the following items that have had movement since the previous board update.

- LCAP & Budget
- WASC
- Schedule/Instructional Minutes Update
- Enrollment/24-25 Registration
- Upcoming Community Events
- Facilities
- Promotion/Graduation

Financial/Educational Impact: Decisions in all areas were made with consideration for the approved budget to create the best program within the budget.

Staff Recommendation: No recommendation needed.

TO: Board of Directors

AGENDA ITEM: 9.1

DATE: 5/13/24

ITEM: Tobacco Policy

SUBMITTED FOR: Approval

Background and Summary Information: AeroSTEM participates in the Tobacco Use Prevention Education (TUPE) program through Sutter County Superintendent of Schools. Through this program schools are required to have a specific board policy around tobacco use.

Financial/Educational Impact: Loss of support from the County around the TUPE program if not approved.

Staff Recommendation: Staff Recommends Approval

500: Students

Board Policy 24-01

AeroSTEM Academy recognizes the serious health risks presented by tobacco use and desires to ensure that, through the adoption of consistent policies, district students are made aware of those risks and, to the extent possible, protected from them.

The Executive Director or designee shall provide prevention, intervention, and cessation education, information, activities, and/or referrals to district students and shall ensure consistent enforcement of district policies prohibiting student possession and use of tobacco products.

Prohibition Against Tobacco Use

The Board prohibits smoking and/or the use of tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles. (Health and Safety Code 104420, 104559)

These prohibitions apply to all employees, students, and visitors at any school-sponsored instructional program, activity, or athletic event held on or off district property. Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district's tobacco-free schools policy and consequences for violations of the policy.

Students shall not possess, smoke, or use tobacco or any product containing tobacco or nicotine while on campus, while attending school-sponsored activities, or while under the supervision and control of district employees. (Education Code 48900, 48901)

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking. (Business and Professions Code 22950.5; Education Code 48901)

Tobacco products include:

1. A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff
2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah
3. Any component, part, or accessory of a tobacco product, whether or not sold separately

These prohibitions do not apply to a student's possession or use of his/her own prescription products. However, student possession or use of prescription products in school shall be subject to the district's policy and regulation for addressing the administration of medications on campus. (Education Code 48900)

Prevention Instruction

The school shall provide developmentally appropriate tobacco-use prevention instruction for students at selected grade levels pursuant to Education Code 51202. Such instruction shall be aligned with state content standards and the state curriculum framework for health education and with any requirements of state and/or federal grant programs in which the district participates.

Intervention/Cessation Services

The school may provide or refer students to counseling, intensive education, and other intervention services to assist in the cessation of tobacco use. Such intervention services shall be provided as an alternative to suspension for tobacco possession.

TO: Board of Directors

AGENDA ITEM: 9.2

DATE: 5/13/24

ITEM: Declaration of Need

SUBMITTED FOR: Approval

Background and Summary Information: The Declaration of Need (CL-500) is the annual form submitted to the Commission on Teacher Credentialing (CTC) by school districts that contains the employing agency's estimated number of Emergency Permits, Limit Assignment Permits and Internships that will be requested during the school year. In order to employ Interns and Permit holders districts must have a CL-500 on file with the CTC.

Financial/Educational Impact: Possible compliance impact

Staff Recommendation: Staff Recommends Approval



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: _____

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: _____ District CDS Code: _____

Name of County: _____ County CDS Code: _____

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on ____/____/____ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, _____.

Submitted by (Superintendent, Board Secretary, or Designee):

Name Signature Title

Fax Number Telephone Number Date

Mailing Address

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit

Estimated Number Needed

CLAD/English Learner Authorization (applicant already holds teaching credential)

Bilingual Authorization (applicant already holds teaching credential)

List target language(s) for bilingual authorization:

Resource Specialist

Teacher Librarian Services

Emergency Transitional Kindergarten (ETK)

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.

TO: Board of Directors

AGENDA ITEM: 9.3

DATE: 5/13/24

ITEM: 24/25 Staff Handbook

SUBMITTED FOR: Approval

Background and Summary Information: The staff handbook for the 24/25 school year had updates in relation to staff vacation, holidays, sick leave, benefits and general HR content. Staff consulted with County HR and Business staff, consultants, CA Ed Code, and Department of Labor for updates.

Financial/Educational Impact: Possible compliance, financial and staffing impacts.

Staff Recommendation: Staff Recommends Approval



Employee Handbook

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 NAME: _____ DATE: _____

Please sign/date, return this signature page to the School, and retain this Handbook for your reference.

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INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with AeroSTEM Academy (hereinafter referred to as “AeroSTEM” 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. AeroSTEM 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, other than at-will 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 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

(BP 17-10)

AeroSTEM 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:

- A. Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- B. Color;
- C. Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- D. Sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- E. 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);
- F. Religious creed (including religious dress and grooming practices);
- G. Marital/registered domestic partner status;
- H. Age (forty (40) and over);
- I. 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);
- J. Physical or mental disability (including HIV and AIDS);
- K. Medical condition (including cancer and genetic characteristics);
- L. 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;
- M. Genetic information;
- N. Sexual orientation;

O. Military and veteran status; or

P. 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. AeroSTEM will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. AeroSTEM 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, 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. Employees are not guaranteed employment for any length of time, including the length of the school year, or the length of any class assignment.

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 agreements 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 regarding "at-will" employment. Any attempt to do so will be null and void.

This 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.

Employment Types

Each AeroSTEM Academy employee is either a “full-time,” “part-time,” or “temporary” employee and designated either an “exempt” or “nonexempt” employee as well as either a “certificated employee” or a “classified employee.”

Full-time employees are those employees regularly scheduled to work thirty-five (35) hours or more each week. Part-time employees are those regularly scheduled to work less than thirty-five (35) hours each week. Temporary employees are those employed for short-term assignments or in connection with a specific project or event. Temporary employees are not eligible for employee benefits, except those mandated by applicable law.

Exempt Employee

This category includes all employees who are determined by the School to be exempt from certain wage and hour provisions of state and federal laws. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled, and so such employees are not entitled to additional compensation or time off in lieu of additional compensation for extra hours of work.

Nonexempt Employee

This category includes all employees who are covered by certain wage and hour provisions of state and federal laws. Nonexempt employees are paid an hourly wage and are entitled to overtime, as well as meal and rest breaks, as prescribed by law.

Certificated Employee

Certificated employees are those employees hired by AeroSTEM Academy for the primary purpose of instructing students and/or are considered school administrators, and whose positions require the employee to possess a valid and appropriate credential or appropriate emergency permit issued by the California Commission on Teacher Credentialing.

Classified Employee

Classified employees are those employees hired by AeroSTEM Academy who do not primarily instruct students, such as administrative, maintenance, assistants and other operational employees.

Child Abuse and Neglect Reporting

(AR 17-06)

California Penal Code section 11166 requires any childcare 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.

AeroSTEM 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 childcare custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

(BP 21-02)

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 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

AeroSTEM 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, AeroSTEM 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

(BP 17-08) (BP 21-01)

AeroSTEM 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)
 - a. Stopping a student from fighting with another student;
 - b. Preventing a pupil from committing an act of vandalism;
 - c. Defending yourself from physical injury or assault by a student;
 - d. Forcing a pupil to give up a weapon or dangerous object;
 - e. 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;
 - f. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

- a. Hitting, shoving, pushing, or physically restraining a student as a means of control;
- b. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
- c. 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:

- A. 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.
- B. Unacceptable Staff/Student Behaviors without 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.
- C. Cautionary Staff/Student Behaviors
 - (These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using better practices 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 or chat messages or letters to students if the content is not about school activities.

D. 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 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

(BP 19-03) (BP 19-08)

AeroSTEM is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. AeroSTEM'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 person 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.

AeroSTEM 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 Executive Director or designee.

When AeroSTEM receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Executive Director) or the Executive Director or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. AeroSTEM is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- A. Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- B. Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- C. Retaliation for reporting or threatening to report harassment; or
- D. Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

AeroSTEM is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

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

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets,

verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the 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:

- A. Physical assaults of a sexual nature, such as:
 - a. Rape, sexual battery, molestation or attempts to commit these assaults; and
 - b. Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- B. Unwanted sexual advances, propositions or other sexual comments, such as:
 - a. Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience;
 - b. 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;
 - c. 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.
- C. Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - a. 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;
- b. Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- c. 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 AeroSTEM policy.

Whistleblower Policy

AeroSTEM 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

AeroSTEM 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 AeroSTEM 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.

The School may require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state, local public health, law enforcement agency or other appropriate agency.

Drug-Free Awareness Program

The School has established a drug-free awareness program to inform employees about:

- A. The dangers of drug abuse in the workplace;
- B. The school's Board Policies and Administrative Regulations of maintaining a drug-free workplace;
- C. Available drug counseling, rehabilitation, and employee assistance programs;
- D. The penalties that may be imposed on employees for drug abuse violations occurring in the workplace.

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 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.

Non-Smoking Workplace

The School is committed to a philosophy of wellness and health. The use of tobacco at any time on school property and in school vehicles is prohibited. This applies to all employees or interns attending any instruction program, activity, or athletic event. Smoking or the use of any tobacco-related products and disposal of any tobacco-related waste is prohibited within twenty-five (25) feet of any school facility. Any employee who violates this may be subject to discipline.

THE WORKPLACE

Work Schedule

Business hours are normally 7:30 a.m. – 4:30 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 six (6) 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 5th 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 AeroSTEM 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

AeroSTEM 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.

AeroSTEM 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 a 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 Executive Director or a designee 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 Executive Director/designee 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 Executive Director or a designee will be considered a voluntary resignation from employment.

Attendance at After School Activities

All AeroSTEM employees attend school functions to the best of their ability and time available in order to support students and their colleagues. The following events are required attendance events by all exempt employees:

- IEPs/SST/504 Meetings
- Back to School Night
- Open House
- Promotion/Graduation

SSTs/IEP/504 Attendance

It is the goal of AeroSTEM Academy to have full representation for SST/IEP, IEP Planning, and 504 meetings.. While most meetings will occur during the AeroSTEM Academy scheduled work day; due to circumstances beyond the Director of Special Education's control some meetings may need to be held after school.

All AeroSTEM Academy employees are expected to attend school functions to the best of their ability and time available in order to support students and their colleagues. The following events/activities/processes are required by all exempt employees:

- IEPs/SST/504 Meetings
- IEP Planning Form: This is a form that must be completed and submitted to the Director of Special Education.
- IEP Meetings - Most IEP Meetings take place during school. Attendance is required. Please respond to the IEP calendar invite.
- 504 Meetings - Attendance is required. Please respond to the calendar invite. Please be prepared to discuss accommodations that are needed in the classroom.
- Student Study Team (SST) Meetings are required. In preparation of the meeting Please be prepared with the following documentation:
 - ◆ Classroom, District, and Statewide Assessment Scores
 - ◆ Data from all programs/curriculum used in your classroom
 - ◆ Any data that you feel speaks to the whole child

Timecards/Records

By law, AeroSTEM is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall 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 timecard 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 timecard and remembering to record time worked. If an employee forgets to mark their timecard or makes an error on the timecard, the employee must contact the Executive Director or a designee to make the correction and such correction must be initialed by both the employee and the Executive Director/designee.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking work-related 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

AeroSTEM will permit employees to use its email, voicemail systems and Internet access subject to the following:

- A. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols
- B. 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.

- C. Employees should not attempt to gain access to another employee's personal file or email or voicemail messages without the latter's express permission.
- D. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. 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.
- E. 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 AeroSTEM email account.

Personal Business

AeroSTEM'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:

- A. School equipment, including School computers and electronics systems, may not be used for these purposes;
- B. Student and employee confidentiality policies must be strictly followed;
- C. Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- D. Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- E. Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- F. Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;

- G. 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 Internet postings violate this or other School policies.

Personal Appearance/Standards of Dress

AeroSTEM employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Accordingly, all employees shall adhere to the following standards of dress:

- A. Clothing and jewelry must be safe and appropriate to the educational environment.
- B. Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts should be modest in length.
- C. Skirts and dresses should be no higher than three (3) inches above the knee.
- D. All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- E. Apparel depicting drugs, gangs, alcohol or violence may not be worn at School.
- F. Appropriate shoes must be worn at all times.

Health and Safety Policy

AeroSTEM 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. This includes abiding by requirements and/or recommendations as given by local or State health and education officials and adopted by AeroSTEM even within fluid change and uncertain conditions. Employees are expected to undergo training as provided to further their ability to ensure the safety of all stakeholders. Employees are required to report immediately to the Executive Director or a designee 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

AeroSTEM 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 Executive Director or a designee. 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 workstation 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 Executive Director or a designee when keys are missing or if security access codes or passes have been breached.

Occupational Safety

AeroSTEM is committed to the safety of its employees, community partners, 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.

Accident prevention shall be considered of primary importance in all phases of operation and administration. AeroSTEM'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:

- A. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
- B. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
- C. 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. Certificated teachers are exempt from paying into Social Security taxes.
- D. 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 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 Executive Director or a designee 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 Executive Director or a designee. 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 Executive Director/designee 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. AeroSTEM will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Executive Director or designee. AeroSTEM 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 for nonexempt employees and once a month for exempt employees. If an employee observes any error in his or her check, it should be reported immediately to the Executive Director or a designee.

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 with a second garnishment request concerning an employee, the Executive Director or a designee will discuss the situation with the employee.

Medical Benefits

Eligibility

Full-time employees working an average of forty (40) hours per week are eligible for medical coverage, subject to any restrictions by the insurance carrier.

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.

Part-time and Temporary employees working at least half (.5) full-time employment (FTE) are awarded medical benefits on a prorated basis where the School pays a portion of the medical benefits based on, and equivalent to, the employees percentage of FTE, up to the maximum "ALLOWANCE" of one thousand thirty three dollars (\$1,033), as outlined in **Appendix C** The School shall make monthly payments up to the "ALLOWANCE" listed below, and employees shall pay any amounts above the allowance.

When Coverage Starts

Employee coverage will begin on the first day of the following month of employment. An enrollment form must be submitted to the Executive Director or a designee as soon as possible. This form serves as a request for coverage and authorizes any payroll deductions necessary to pay for coverage.

AeroSTEM will make available for full-time employees benefit plans in **Appendix C** effective 7/1/23.

The School provides an IRC 125 Plan for eligible employees through Aflac and Sterling Health Services Administration. A Group Life & AD&D policy is included with the benefits package for employees who are enrolled through the school in Tri-County Schools Insurance Group (TCSIG).

MEDICARE

All Retirees age sixty-five (65) and older who are eligible for Medicare Part A must enroll in Medicare A and B. Eligible Retirees, upon retirement, shall be placed on the tiered rate structure or may be placed, with their Employer's approval, on a composite rate if they enroll two or more dependents and their former, active group is also composite. If a Retiree enrolls in both Medicare Parts A and B, TCSIG may provide a discounted contribution schedule, provided the Plan is secondary payer to Medicare.

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:

- A. Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- B. 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:

- A. The employee dies while covered by the plan;
- B. The employee and his/her spouse become divorced or legally separated;
- C. The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or
- D. 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.

AeroSTEM 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. AeroSTEM 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:

- A. Premiums for continued coverage are not paid within thirty (30) days of the due date;
- B. 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;

- C. AeroSTEM stops providing group health benefits;
- D. The employee (or the employee's spouse or child) becomes entitled to Medicare; or
- E. 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.

Voluntary Benefits

Full-time staff and part-time employees working at least half (.5) full-time employment have the opportunity to enroll in several voluntary, employee-paid benefits programs. Premiums for any programs you may choose to enroll in will be deducted from your paycheck on a monthly and bi-monthly basis.

These programs may include:

- A. Flexible Saving Account (FSA) – Sterling Administration
- B. Health Saving Account (HSA) – Sterling Administration (Certain criteria must be met to be eligible)
- C. Accident Insurance – Colonial Life / Aflac
- D. Cancer Assist Insurance – Colonial Life / Aflac
- E. Critical Illness Insurance – Colonial Life / Aflac
- F. Individual Short-term Disability Insurance – Colonial Life / Aflac
- G. Group Medical Bridge/Hospital Confinement Insurance – Colonial Life / Aflac
- H. Whole Life Insurance – Colonial Life / Aflac
- I. 403(b) Plan
- J. 457(b) Plan

PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

Performance evaluations will be conducted annually, unless a school emergency prohibits such exercises (Ex: school closure). The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. All teachers will submit a professional development plan that will become part of their performance review.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, communication, 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.

Salary and potential for advancement will be based largely upon job 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. On a periodic basis, the Executive Director or a designee will review employee job performance with an employee in order to establish goals for future performance and to discuss current performance. AeroSTEM'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 Executive Director or a designee 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. AeroSTEM 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 Executive Director. Only 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

The AeroSTEM calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including AeroSTEM Academy.

- A. New Year's Day
- B. Martin Luther King Jr. Birthday
- C. Lincoln's Day
- D. Washington's Day
- E. Memorial Day
- F. Independence Day
- G. Juneteenth Day
- H. Labor Day
- I. Veteran's Day
- J. Thanksgiving
- K. Friday after Thanksgiving
- L. Day before Christmas
- M. Christmas Day

Generally, AeroSTEM Academy employees will receive time off with pay at their normal base rate for each observed holiday. However, exempt employees who work only during the academic calendar, such as teachers, are not scheduled to work during many of the above-listed holidays, and therefore are not eligible for holiday pay if worked.

In order to qualify for holiday pay, employees must work or be in paid status (e.g., sick leave, vacation) the scheduled workday immediately before and after the holiday. Only excused absences will be considered as exceptions. Employees will not be docked holiday pay for using paid sick leave prior to the paid holiday.

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 submitting a written notice to the Executive Director.

To qualify for holiday pay, all employees must work the last scheduled day before and the first scheduled day after the holiday unless the employee is absent:

- At their supervisor's request/approval;
- Due to closure of schools because of inclement weather;
- Due to sickness with a doctor's note verifying need for absence;
- Prior to or following Jury Duty or Bereavement Leave; or
- Due to a previously scheduled and approved PTO day.

Employees on a leave of absence are not eligible for holiday benefits that occur while on leave.

Temporary and part time employees are not eligible to receive holiday pay, unless otherwise provided for by specific agreement in writing.

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.

Certificated employees (e.g. teachers, counselors, speech language pathologists, school psychologists, principals, directors, etc.), part-time employees, and temporary employees do not earn paid vacation. Only full-time, non-certificated employees are eligible for vacation.

Any vacation time taken during the school year or otherwise should be coordinated and cleared by the Executive Director or a designee subject to scheduling. No vacation time may be taken by clerical staff during the first two (2) weeks of August unless specifically authorized by the Executive Director or a designee.

For clerical employees, vacation days should be taken when school is not in session, preferably between June 15 to August 1. Vacation time is figured on a school year beginning with the opening of school rather than on a fiscal year.

An employee whose employment terminates will be paid for accrued unused vacation days.

All earned and unused vacation shall be paid out by no later than June 30 of each year.

Sick Leave

It is vital to AeroSTEM Academy for all employees to have reliable attendance. Absenteeism and tardiness negatively impact AeroSTEM Academy's ability to effectively provide instruction. It is important that employees adhere to established work schedules, and utilize sick leave only for its intended purpose, to ensure and maintain efficient, effective operations throughout the school.

To help prevent loss of earnings that may be caused by accident or illness, when the employee's place of business or childcare provider/school is closed due to a public health emergency, or by other emergencies, AeroSTEM Academy 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 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 start date of employment.

All full-time eligible employees shall be credited with 10 days of sick leave at the beginning of each work year or prorated hours for employees that are hired during the year. All part-time eligible employees shall be credited with 5 days of sick leave at the beginning of each work year or prorated hours for employees that are hired during the year.

Sick leave must be taken by eligible employees in increments of one (1) hour. Accrued sick and vacation leave may be used for absences for which the full and part-time employee is receiving compensation for lost wages under some other insurance program, as long as sick leave and other insurance programs combined do not exceed an employee's regular monthly paid income.

Upon a full or part-time employee's separation from the School, any unused sick leave will be certified to the employee's retirement system for possible service credit if transfer is requested by the employee within one year, per the rules and limitations of the retirement system.

The School does not pay full and part-time employees in lieu of unused sick leave.

Employees absent longer than three (3) days due to illness may be required to provide medical evidence of illness and/or medical certification of fitness to return to work satisfactory to the School. Two (2) days consecutive absence without notice to the School may be deemed a voluntary resignation by the employee.

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.

Personal Necessity Leave

Full-time and Part-time classified employees are permitted to use sixteen (16) hours of their sick leave for personal necessity leave purposes each year so that personal business may be attended to during normal business hours. Whenever possible, personal necessity leave should be requested prior to the time off and approved by the Executive Director or a designee.

Personal time may be used in up to one (1) hour increments. Personal necessity leave is not vacation, carried over from year to year, or paid out upon separation from employment. Temporary Part-Time Hourly employees are not eligible for personal necessity leave.

Unpaid Leave of Absence

AeroSTEM 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 may not be earned while on unpaid leaves of absence.

Family Care and Medical Leave

This 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.

A. 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).

B. 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:

- a. 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.
- b. 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).
 - i. 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.

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- ii. “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.
 - iii. “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.
 - iv. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
 - c. 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.
 - d. 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.
 - e. 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.
 - C. Amount of FMLA/CFRA Leave Which May Be Taken
 - a. 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.
 - b. 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.

- c. 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.
- d. 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.

D. Pay during FMLA/CFRA Leave

- a. 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.
- b. 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.
- c. If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave.
- d. 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.

E. 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.

AeroSTEM may recover the health benefit costs paid on behalf of an employee during his/her FMLA/CFRA leave if:

- a. 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
- b. 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.

F. 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.

G. Medical Certifications

- a. 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.
- b. 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.

- c. 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.
- d. 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.

H. Procedures for Requesting and Scheduling FMLA/CFRA Leave

- a. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to 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.
- b. 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.
- c. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
- d. 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.
- e. 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.
- f. 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.

- g. 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.

I. Return to Work

- a. 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.
- b. 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).
- c. 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.
- d. 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.

J. 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.

A. 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.

B. 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:

- a. 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
- b. The employee needs to take time off for prenatal care.

C. 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 $17\frac{1}{3}$ weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times $17\frac{1}{3}$ weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times $17\frac{1}{3}$ weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation.

Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would

create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

D. Pay during Pregnancy Disability Leave

- a. 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.
- b. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
- c. 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.

E. Health Benefits

AeroSTEM 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. AeroSTEM can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

- a. The employee fails to return from leave after the designated leave period expires.
- b. The employee's failure to return from leave is for a reason other than the following:
 - i. The employee is taking leave under the California Family Rights Act.
 - ii. There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - iii. There is a non-pregnancy related medical condition requiring further leave.
 - iv. Any other circumstance beyond the control of the employee.

F. 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.

G. Medical Certifications

- a. 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.

- b. 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.

H. Requesting and Scheduling Pregnancy Disability Leave

- a. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to 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.
- b. An 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.
- c. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
- d. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
- e. 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.
- f. 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.

I. Return to Work

- a. 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:

- i. 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.
 - ii. 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.
 - iii. 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.
- b. 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).
 - c. In accordance with AeroSTEM 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.
 - d. 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.
- J. 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)

AeroSTEM, 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:

- A. Medical care;
- B. Cash benefits, tax-free to replace lost wages; and

- C. 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:

- A. Immediately report any work-related injury to the Business Director;
- B. Seek medical treatment and follow-up care if required;
- C. Complete a written Employee's Claim Form (DWC Form 1) and return it to the Business Director; and
- D. 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. AeroSTEM, 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.

- A. 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.
- B. All accidents and injuries must be reported to 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.
- C. 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.
- D. 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

AeroSTEM 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 Reemployment 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, AeroSTEM 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.

AeroSTEM 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). Full-time employees are entitled to up to three (3) days of pay during bereavement leave (or five [5] days of pay if out-of-state travel or travel of four hundred [400] miles or more is required). For all other employees, bereavement leave shall be unpaid unless an employee elects to use available accrued/unused paid leave.

Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Upon request, an employee may be required to provide documentation of the death of a covered family member.

Jury Duty 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 Executive Director at least two (2) days notice.

School Appearance and Activities Leave

As required by law, AeroSTEM 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 AeroSTEM, 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 advance 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

AeroSTEM 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:

- A. Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- B. Obtain services from a domestic violence shelter, program, or rape crisis center;
- C. Obtain psychological counseling for the domestic violence, sexual assault, or stalking;
- D. 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 AeroSTEM 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 AeroSTEM one (1) of the following certifications upon returning back to work:

- A. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
- B. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
- C. 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.

- D. 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, AeroSTEM 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 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 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 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.

- A. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
- B. Unprofessional conduct.
- C. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
- D. 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.
- E. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
- F. Fighting or instigating a fight on School premises.
- G. Violations of the drug and alcohol policy.
- H. Using or possessing firearms, weapons or explosives of any kind on School premises.
- I. Gambling on School premises.
- J. 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.
- K. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record the clock card.
- L. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.

- M. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
- N. Excessive absenteeism or tardiness excused or unexcused.
- O. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
- P. Immoral or indecent conduct.
- Q. Conviction of a criminal act.
- R. Engaging in sabotage or espionage (industrial or otherwise)
- S. Violations of the sexual harassment policy.
- T. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
- U. Sleeping during work hours.
- V. Release of confidential information without authorization.
- W. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
- X. Refusal to speak to supervisors or other employees.
- Y. Dishonesty.
- Z. 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:

- A. Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.

- B. Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- C. Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- D. 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
- E. 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. AeroSTEM 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.

Unauthorized Leave/Position Abandonment

Unauthorized leave is defined as non-performance of assigned duties and responsibilities. Such unauthorized leave may include but is not limited to refusal to provide service, unauthorized use of leave or leave benefits, excessive absences or tardiness, non-attendance at required meetings and failure to perform required assignments. An employee is considered to have 'abandoned his/her position' and voluntarily terminated service if he/she fails to report to his/her scheduled work assignment, without any notice, for two (2) consecutive workdays.

Following this two (2) day period, the Executive Director/designee shall notify the employee, in writing, that he/she has voluntarily terminated his/her position. Notification shall be sent by registered mail to the most recent address on file in the School Office as provided by the employee.

Termination of Employment

Should it become necessary for an employee to terminate their at-will employment with the School, employees should notify 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 your rights under COBRA.

INTERNAL COMPLAINT REVIEW

(BP 19-08)

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 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 coworker.

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 Executive Director or designee:

- A. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
- B. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Executive Director or designee will then investigate the facts and provide a solution or explanation;
- C. If the complaint is about 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 consequences 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 Executive Director or Board President (if the complaint concerns 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, Executive Director (or designee) shall abide by the following process:

- A. 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.
- B. In the event that the Executive Director (or designee) finds that a complaint against an employee is valid, the Executive Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
- C. The Executive Director's (or designee) decision relating to the complaint shall be final.

General Requirements

- A. 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.
- B. 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.

- C. Resolution: The Board (if a complaint is about the Executive Director) 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.

AeroSTEM 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 Executive Director or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

AeroSTEM will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____

Date : _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or

someone else: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant: _____ Date: _____

Print Name: _____

Received by: _____ Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____

Date : _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant: _____

Date: _____

Print Name: _____

Received by: _____

Date: _____

APPENDIX C

Tri-County Schools Insurance Group Plan Information

Medical/Dental/Vision Plans

EMPLOYEE ONLY- PLANS	HDHP	Basic	Standard	Premier	Premier Plus
MEDICAL	513	725	842	1010	1192
DENTAL	70	70	70	70	70
VISION	18	18	18	18	18
PREMIUM TOTAL	601	813	930	1098	1280
ALLOWANCE	1033	1033	1033	1033	1033
FT 12-month Employee Pays	0.00	0.00	0.00	65.00	247.00
FT 11-month Employee Pays	0.00	0.00	0.00	70.91	269.45
EMPLOYEE + 1 DEPENDENT - PLANS	HDHP	Basic	Standard	Premier	Premier Plus
MEDICAL	1026	1450	1684	2020	2384
DENTAL	126	126	126	126	126
VISION	26	26	26	26	26
PREMIUM TOTAL	1178	1602	1836	2172	2536
ALLOWANCE	1033	1033	1033	1033	1033
FT 12-month Employee Pays	145	569	803	1139	1503
FT 11-month Employee Pays	158.18	620.73	876.00	1242.55	1639.64
EMPLOYEE + FAMILY - PLANS	HDHP	Basic	Standard	Premier	Premier Plus
MEDICAL	1385	1958	2273	2727	3218
DENTAL	179	179	179	179	179
VISION	46	46	46	46	46
PREMIUM TOTAL	1610	2183	2498	2952	3443
ALLOWANCE	1033	1033	1033	1033	1033
FT 12-month Employee Pays	577	1150	1465	1919	2410
FT 11-month Employee Pays	629.45	1254.55	1598.18	2093.45	2629.09

TO: Board of Directors

AGENDA ITEM: 9.4

DATE: 5/13/24

ITEM: SB740

SUBMITTED FOR: Approval

Background and Summary Information: The Charter School Facility Grant (SB740) Program provides annual grants to offset annual on-going facility costs for charter schools that service a high-percentage of students eligible for free or reduced-price meals (FRPM) or located in a public elementary school boundary serving a similar demographic. As part of the application process, staff needs to submit acceptance of board direction on a board agenda.

Financial/Educational Impact: Could have negative financial impacts if not approved.

Staff Recommendation: Staff Recommends Approval

TO: Board of Directors

AGENDA ITEM: 9.5

DATE: 5/13/24

ITEM: CCAP MOU

SUBMITTED FOR: Approval

Background and Summary Information: The College and Career Access Pathways Partnership (CCAP) Dual Enrollment MOU will allow AeroSTEM to partner with the County consortium, and Yuba College to allow students to dual enroll in AeroSTEM and Yuba College.

As part of the application process, staff needs board approval to sign MOU

Financial/Educational Impact: Could have educational program impacts if not approved.

Staff Recommendation: Staff Recommends Approval

**MEMORANDUM OF UNDERSTANDING
GOVERNING PARTICIPATION IN CCAP AGREEMENT
WITH YUBA COMMUNITY COLLEGE DISTRICT
THROUGH SUTTER COUNTY SUPERINTENDENT OF SCHOOLS**

Begin date: July 1, 2024

End date: June 30, 2027

THIS MEMORANDUM OF UNDERSTANDING GOVERNING PARTICIPATION IN CCAP AGREEMENT WITH YUBA COMMUNITY COLLEGE DISTRICT THROUGH SUTTER COUNTY SUPERINTENDENT OF SCHOOLS (the “Agreement”) is made and entered into by and between _____, an educational agency hereinafter called the “**AGENCY**,” and the **Sutter County Superintendent of Schools**, hereinafter called “**SCSOS**.”

RECITALS

WHEREAS, SCSOS is generally authorized under Education Code section 35160 to act in any manner not in conflict or inconsistent with the purposes to which county offices of education are established and specifically authorized by Government Code section 53060 to contract with, and employ any persons for, the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, SCSOS is a public County Office of Education serving the most vulnerable student populations located within the regional service area of **Yuba Community College District** (hereinafter “**YCCD**”) unless otherwise specified and agreed to as stated in Education Code section 76004, subdivision (e); and

WHEREAS, SCSOS intends to enter into the College and Career Access Pathways Partnership (CCAP) agreement contained in Exhibit “A” with YCCD for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school pupils “who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness” and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” (Ed. Code, § 76004, subd. (a); Assem. Bill No. 288 (2015-2016 Reg. Sess.) Sec. 1 (d)); and

WHEREAS, under the **CCAP**, instruction will comply with the student selection standards, curriculum guidelines, recommendations, and procedures promulgated by applicable law, the California Community College Chancellor’s Office and **YCCD**; and

WHEREAS, participation in the **CCAP** is consistent with the core mission of California Community Colleges pursuant to Education Code section 66010.4, and that pupils participating in a **CCAP** agreement will not lead to enrollment displacement of otherwise eligible adults in the community college (Ed. Code, § 76004, subd. (k)(2)); and

WHEREAS, **AGENCY** wishes to offer the dual enrollment course offerings arranged by SCSOS through its CCAP agreement with YCCD to achieve the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and/or helping high school pupils achieve college and career readiness;

NOW, THEREFORE, the parties do hereby contract and agree as follows:

AGREEMENT

1. **Services;** **AGENCY** shall collaborate with SCSOS and other partnering agencies to identify courses and/or pathways to be requested of YCCD under SCSOS's CCAP agreement with YCCD, to identify the number of students wishing to participate in those courses and/or pathways, and to enroll students into those courses and/or pathways. Should **AGENCY** volunteer to provide an instructor for a course, **AGENCY** is responsible for ensuring YCCD's requirements for an **AGENCY** provided instructor are met.
2. **Cost;** When SCSOS serves as the facilitator to host courses for partnering **AGENCIES**, all instructional obligations are, and will continue to be, the responsibility of either YCCD, as provided in SCSOS's CCAP agreement with YCCD, or those **AGENCIES** partnering under SCSOS's CCAP agreement with YCCD. Therefore, **AGENCY** agrees to pay for **AGENCY**'s fair share of any course costs as determined by **AGENCY**'s proportion of students attending that course while SCSOS agrees to pay for SCSOS's fair share of any course costs as determined by SCSOS's proportion of students attending that course. SCSOS and **Agency** agree to ongoing collaboration in an effort to ensure the fairest method possible or practical for distributing costs.
3. **Term:** The term of this contract shall begin July 1, 2024 subject to ratification by **Agency**'s governing board, and will terminate on June 30, 2027 unless this Contract is terminated and/or otherwise canceled prior to that time as provided in Section 7 below ("Initial Term").
4. **Incorporation of Exhibits and Other Contract Documents:** The Contract includes the exhibits and other Contract Documents referenced herein, and **AGENCY**, by executing this Contract, agrees to comply with all such terms and conditions contained herein (including all exhibits hereto) and in the following Contract Documents:
 - a. X CCAP Agreement (Exhibit A)
 - i. Should there be any modifications to the CCAP agreement contained in Exhibit A prior to final ratification by SCSOS and YCCD, SCSOS and **AGENCY** shall review said modifications and may collaborate to modify this Agreement by mutual consent within 30 days of the execution of the CCAP agreement between SCSOS and YCCD. Either party may also unilaterally terminate this Agreement within 30 days of the execution of the CCAP agreement between SCSOS and YCCD if either party determines that changes to the CCAP agreement contained in Exhibit A result in this Agreement no longer being in its organization's best interest.
 - ii. Both SCSOS and **AGENCY** agree to accept the executed CCAP agreement between SCSOS and YCCD as an updated Exhibit A of this Agreement if neither party terminates this Agreement in

writing to the other party within 30 days of the execution of the CCAP agreement between SCSOS and YCCD.

- iii. If neither party terminates this Agreement within 30 days of the execution of the CCAP agreement between SCSOS and YCCD, the termination provisions set forth in Paragraph 7 of this Agreement will be followed should either party wish to terminate thereafter.

5. **Adherence to CCAP Agreement:**

As set forth in Paragraph 4 **AGENCY** hereby agrees to be bound by all terms and conditions of the CCAP agreement. Specifically, **AGENCY** hereby acknowledges and agrees that it has read and understands the CCAP agreement contained in Exhibit A.

6. **Insurance and Indemnification:**

- a. To the furthest extent permitted by California law, **AGENCY** shall, at its sole expense, defend, indemnify, and hold harmless **SCSOS** and its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, penalties, interest, claims, suits, and actions (the "Claims") of any kind, nature, and description, including but not limited to, personal injury, death, property damage, unfair employment practices, common law or joint employer issues, misclassification issues, and **AGENCY's** fees and/or attorney's fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this **Agreement** or from any activity, work, or thing done, permitted or suffered by the **AGENCY** under or in conjunction with this **Agreement**, or relating to any Claims imposed by CalSTRS or CalPERS due to **AGENCY's** non-compliance with its obligations set forth herein, unless the Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties. **SCSOS** shall have the right to accept or reject any legal representation that **AGENCY** proposes to defend the Indemnified Parties. This provision also applies to any Claims that may arise due to the presence and inclusion of an adult student in a high school student classroom with minors.
- b. To the extent **SCSOS** determines that the services require insurance of a particular type, the **AGENCY** shall provide self-insured services with policy limits of not less than one million dollars (\$1,000,000) combined single limit and as described in the Insurance Forms accepted by SCSOS and attached hereto and made part hereof, and shall **SCSOS** keep and maintain such policies with such minimum limits at all times it performs any portion of the Services. Any policy of Commercial General Liability Insurance and any Automobile Liability Insurance that shall protect the **AGENCY**, and **SCSOS**, from claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising while performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the **SCSOS**.) Workers' Compensation Insurance and Employers' Liability Insurance shall be required for all of **AGENCY's** employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, **AGENCY** shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- c. **SCSOS** shall not commence Services hereunder until all required insurance has been obtained and certificates indicating coverage have been delivered to **SCSOS**. Such certificates and insurance policies shall include language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and

length of notice period. Such certificates and insurance policies shall also contain an endorsement stating that **SCSOS** and its Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance and Employers' Liability Insurance. An endorsement shall also state that **AGENCY's** insurance policies shall be primary to any insurance or self-insurance maintained by **SCSOS**. An endorsement shall also state that there shall be a waiver of any subrogation. Such liability policies, other than Workers' Compensation, Employers' Liability, shall be issued on an "occurrence" basis. The policy or policies shall provide that the **SCSOS** shall receive at least 30 days written notice prior to the policy termination or substantial modification.

- d. **AGENCY** will assume all the liability for equipment and personnel used within the scope of this Contract and the **SCSOS** will assume all liability for the **SCSOS's** equipment and personnel used within the scope of this Contract.
7. **Termination:** Either party may terminate this CCAP agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester.
8. **Assignment:** The obligations of the **AGENCY** pursuant to this Contract shall not be assigned by the **AGENCY**.
9. **Compliance with Laws:** **AGENCY** shall observe and comply with all applicable rules and regulations of the Board of the County and all applicable federal, state, and local laws, ordinances and regulations. **AGENCY** shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If **AGENCY** observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, **AGENCY** shall notify **SCSOS**, in writing, and, at the sole option of the **SCSOS**, any necessary changes to the scope of the Services shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon **AGENCY's** receipt of a written termination notice from **SCSOS**. If **AGENCY** knowingly performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the County of the violation, **AGENCY** shall bear all costs arising therefrom.
10. **Certificates; Permits; Licenses:** **AGENCY** and all **AGENCY's** employees shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Contract.
11. **Anti-Discrimination:** The Parties agree that no discrimination shall be made in the employment of persons or provision of Services under this Contract because of the fact or perception of that person's race, color, religion, ancestry, national origin, age, sex, sexual orientation or perceived sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS/HIV status of such person. Each Party shall comply with any and all applicable regulations and laws governing nondiscrimination in employment and provision of Services.
12. **Limitation of County Liability:** Other than as provided in this Contract, **SCSOS's** financial obligations under this Contract shall be none. Notwithstanding any other provision of this Contract, in no event, shall **SCSOS** be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the Services performed in connection with this Contract.

13. **Confidentiality:** **AGENCY** and all **AGENCY's** agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. **AGENCY** understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Contract.
14. **Return of Records:** Upon termination of this Contract or expiration of its Initial Term, **AGENCY** shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in **AGENCY's** care, custody, possession, or control and which are County's property or relate to County's business.
15. **Notice:** Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

SCSOS:

Sutter County Superintendent of Schools
970 Klamath Ln
Yuba City, CA 95993
FAX: 530-671-3422
ATTN: Joe Hendrix, Deputy Superintendent

AGENCY:

FAX: _____
ATTN: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

16. **California Law; Venue:** This Contract shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Contract shall be maintained in Sutter County.
17. **Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Attorney Fees and Costs:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Entire Agreement; Modification:** This Contract, including the exhibits attached hereto and other Contract Documents, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. **AGENCY** shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties.

AGENCY specifically acknowledges that in entering this Contract, **AGENCY** relies solely upon the provisions contained in this Contract and no others.

20. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereon shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, the parties have executed and delivered this Contract, including all Contract Documents, as of the date hereof.

“AGENCY”

Name/Title:

Address

Signature

City, State, ZIP

Date

Telephone No.

“SCSOS”

SUTTER COUNTY SUPERINTENDENT OF SCHOOLS

Superintendent of Schools/Designee

Address

Date

City, State, ZIP

Telephone No.

EXHIBIT “A”
CCAP AGREEMENT BETWEEN SCSOS AND YCCD

**COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

Begin date: July 1, 2024

End date: June 30, 2027

This College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between Yuba Community College District ("COMMUNITY COLLEGE DISTRICT"), 3301 East Onstott Road, Yuba City, CA 95991, and Sutter County Superintendent of Schools Office (“COUNTY OFFICE OF EDUCATION”), 970 Klamath Lane, Yuba City, CA 95993. COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION will collectively be referred to as “PARTIES,” or individually as “PARTY.”

RECITALS

WHEREAS, the mission of the COMMUNITY COLLEGE DISTRICT includes providing educational programs and services that are responsive to the needs of the students and communities within the COMMUNITY COLLEGE DISTRICT; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, COUNTY OFFICE OF EDUCATION is a public COUNTY OFFICE OF EDUCATION serving the most vulnerable student populations located within the regional service area of COMMUNITY COLLEGE DISTRICT unless otherwise specified and agreed to as stated in Education Code section 76004, subdivision (e); and

WHEREAS, COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school pupils “who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness” and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” (Ed. Code, § 76004, subd. (a); Assem. Bill No. 288 (2015-2016 Reg. Sess.) Sec. 1 (d)); and

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations, and procedures promulgated by applicable law, the California Community College Chancellor’s Office and COMMUNITY COLLEGE DISTRICT; and

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of California Community Colleges pursuant to Education Code section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college (Ed. Code, § 76004, subd. (k)(2)); and

NOW THEREFORE, COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for three (3) years beginning on July1, 2024 and ending on June 30, 2027, unless otherwise terminated in accordance with Section 23 of this CCAP Agreement. The PARTIES may agree to renew the term of this CCAP Agreement on such terms and conditions as mutually agreed by the PARTIES.
- 1.2 This CCAP Agreement outlines the terms of the PARTIES' agreement. The CCAP Agreement Appendix A shall specify additional detail regarding, but not limited to, the total number of high school pupils to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and the criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix A shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, parental consent form and principal recommendation for high school pupils to enroll in community college courses. (Ed. Code, § 76004, subd. (c)(1).)
- 1.3 The CCAP Agreement Appendix A shall identify points of contact for COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION who will serve as the Educational Administrators for the CCAP Agreement. (Ed. Code, § 76004, subd. (c)(2).)
- 1.4 A copy of the CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership. (Ed. Code, § 76004, subd. (c)(3).)
- 1.5 COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall consult with, and consider the input of, the appropriate local workforce development board to determine the extent to which the pathways are aligned with regional and statewide employment needs. The governing board of each PARTY shall have final decision-making authority regarding the career technical education pathways to be provided under the partnership. (Ed. Code, § 76004, subd. (b)(1).)
- 1.6 The governing board of each PARTY, at an open public meeting of that board, shall present the CCAP Agreement as an informational item, take comments from the public and approve or disapprove the proposed CCAP Agreement. (Ed. Code, § 76004, subd. (b)(2).)

2. DEFINITIONS

- 2.1 CCAP Agreement Courses – Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the COUNTY OFFICE OF EDUCATION have been approved in accordance with the policies and guidelines of COMMUNITY COLLEGE DISTRICT and applicable law. (Ed. Code, § 76004, subd. (a).)
- 2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” (Assem. Bill No. 288 (2015- 2016 Reg. Sess.) Sec. 1 (d).)
- 2.3 Pupil or Student – A resident or nonresident student attending high school in California. High school includes a community school, continuation high school, juvenile court school, or adult education program offering courses for high school diplomas or high school equivalency certificates. High school pupils enrolled in college classes who are classified as nonresident special part-time students

for tuition purposes shall be eligible for a waiver of nonresident tuition while still in high school in California. COMMUNITY COLLEGE DISTRICT cannot claim apportionment for nonresident special part-time students. (Ed. Code, §§ 76004, subd. (a)(2), 76140)

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Student Eligibility – COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION are entering into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities to high school pupils who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school, including continuation high school, to community college for career technical education or preparation for transfer, improving high school graduation rates, and helping high school pupils achieve college and career readiness” and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” (Ed. Code, § 76004, subd. (a); Assem. Bill No. 288 (2015-2016 Reg. Sess.) Sec. 1 (d).)
- 3.2 Student Selection and Enrollment – Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COMMUNITY COLLEGE DISTRICT and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix A. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COMMUNITY COLLEGE DISTRICT and shall comply with applicable law and COMMUNITY COLLEGE DISTRICT standards and policies.
- 3.3 College Admission and Registration – Procedures for students participating in the CCAP Agreement shall be governed by the COMMUNITY COLLEGE DISTRICT and shall comply with the admissions and registration guidelines set forth in applicable law and COMMUNITY COLLEGE DISTRICT policy. The COMMUNITY COLLEGE DISTRICT will provide the necessary admission and registration forms and both COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION will jointly ensure each selected student has met all the enrollment requirements.
- 3.4 Student Records – Students will be required to follow the COMMUNITY COLLEGE DISTRICT process when requesting an official COMMUNITY COLLEGE DISTRICT transcript for grade submission to the COUNTY OFFICE OF EDUCATION unless otherwise specified in Appendix A.
- 3.5 Priority Enrollment –COMMUNITY COLLEGE DISTRICT for purposes of this section, a special part-time student may enroll in up to, and including, 11 units per semester, or the equivalent thereof, at the community college.

(e) (1) Except as provided in paragraph (2), the governing board of a community college district shall assign a low enrollment priority to special part-time or full- time students described in subdivision (a) in order to ensure that these students do not displace regularly admitted students.

(2) This subdivision does not apply to a student attending a middle college high school as described in Section 11300, if the student is seeking to enroll in a community college course that is required for the student’s middle college high school program as described in Education Code section 11300 and consistent with middle college high school provisions in Education Code section

- 3.6 As part of this CCAP Agreement, COMMUNITY COLLEGE DISTRICT shall not provide physical education course opportunities to high school pupils or any other course opportunities that do not assist in the attainment of at least one of the goals associated with developing seamless pathways from high school, including continuation high school, to community college for career technical

education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve career and college readiness. (Ed. Code, § 76004, subd. (d).)

- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in Education Code section 76004, subdivision (p). Specifically, the units must constitute no more than four (4) community college courses per term and be part of an academic program that is part of the CCAP Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Minimum School Day – The COUNTY OFFICE OF EDUCATION shall certify that it shall teach COUNTY OFFICE OF EDUCATION students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code sections 46141 and 46142.
- 3.9 COUNTY OFFICE OF EDUCATION is aware and acknowledges that COMMUNITY COLLEGE DISTRICT may enter into CCAP Agreements with other school districts or county offices of education. All CCAP agreements will include all terms required by law, although the specific terms of such agreement may be modified. However, CCAP agreements with other school districts or county offices of education will not modify, alter, or extinguish the rights and duties of COMMUNITY COLLEGE DISTRICT or COUNTY OFFICE OF EDUCATION under this CCAP Agreement.
- 3.10 COMMUNITY COLLEGE DISTRICT recognizes that the COUNTY OFFICE OF EDUCATION may contract with other local education agencies (LEAs) to participate in dual enrollment courses and activities through the COUNTY OFFICE OF EDUCATION's CCAP Agreement with COMMUNITY COLLEGE DISTRICT.
- 3.11 COUNTY OFFICE OF EDUCATION recognizes that COMMUNITY COLLEGE DISTRICT may contract with LEAs outside of this CCAP Agreement.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COMMUNITY COLLEGE DISTRICT will be responsible for processing student applications.
- 4.2 The COMMUNITY COLLEGE DISTRICT will provide the necessary admission and registration forms and procedures. Both COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The COUNTY OFFICE OF EDUCATION agrees to assist COMMUNITY COLLEGE DISTRICT in the admission and registration of COUNTY OFFICE OF EDUCATION students as may be necessary and requested by COMMUNITY COLLEGE DISTRICT.
- 4.4 The COUNTY OFFICE OF EDUCATION and COMMUNITY COLLEGE DISTRICT understand and agree that successful COMMUNITY COLLEGE DISTRICT admission and registration requires that each participating student has completed the COMMUNITY COLLEGE DISTRICT enrollment application process.

5. PARTICIPATING STUDENTS

Participating students are defined as students within the COUNTY OFFICE OF EDUCATION, students participating through the COUNTY OFFICE OF EDUCATION, or students of LEAs participating through COUNTY OFFICE OF EDUCATION's CCAP Agreement. This definition includes students from other schools, school districts, LEAs, or county offices of education, and individuals aged 13-19 who reside within the boundaries of a participating LEA or the COUNTY OFFICE OF EDUCATION who have their parent

and school designee approval from their original school and the COUNTY OFFICE OF EDUCATION approves their participation.

- 5.1 A high school pupil enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code section 49011. (Ed. Code, § 76004, subd. (f).) The Governing Board of COMMUNITY COLLEGE DISTRICT shall exempt special part-time students from the fee requirements in Education Code sections 76060.5, 76223, 76300, 76350, and 79121. (Ed. Code, § 76004, subds. (p) & (q).)
- 5.2 The total cost of books and instructional materials for COUNTY OFFICE OF EDUCATION students who enroll in a COMMUNITY COLLEGE DISTRICT course offered as part of this CCAP Agreement will be specified in Appendix A to this Agreement.
- 5.3 Unless otherwise provided for in Appendix A, COUNTY OFFICE OF EDUCATION will furnish, at their own expense, all books, instructional materials, specialized equipment, and other necessary equipment for all students. The PARTIES agree that such equipment and materials are the sole property of COUNTY OFFICE OF EDUCATION. COMMUNITY COLLEGE DISTRICT policies may be utilized as appropriate should an individual student damage or fail to return such equipment or materials. COUNTY OFFICE OF EDUCATION shall determine the type, make, and model or all equipment and materials to be used during each course.
- 5.4 Students must first obtain approval from their Counselor and Principal through the COUNTY OFFICE OF EDUCATION OR PARTICIPATING SCHOOL/LEA before enrolling in a course offered as part of this CCAP Agreement. Students must also submit written and signed parental or guardian consent to both PARTIES to participate and enroll in CCAP Agreement Courses. A student only needs to submit one parental or guardian consent form and Principal recommendation for the duration of the pupil's participation in the CCAP Agreement Courses.
- 5.5 Participating students must meet all COMMUNITY COLLEGE DISTRICT prerequisite requirements as established by COMMUNITY COLLEGE DISTRICT and stated in the COMMUNITY COLLEGE DISTRICT catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.6 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COMMUNITY COLLEGE DISTRICT transcript.
- 5.7 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COMMUNITY COLLEGE DISTRICT for information regarding applicable policies and procedures.
- 5.8 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COMMUNITY COLLEGE DISTRICT credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines to receive COMMUNITY COLLEGE DISTRICT credit. Transcripts will be annotated according to COMMUNITY COLLEGE DISTRICT policy.
- 5.9 A course dropped according to COMMUNITY COLLEGE DISTRICT policies and before the COMMUNITY COLLEGE DISTRICT withdrawal deadline will not appear on the COUNTY OFFICE OF EDUCATION or COMMUNITY COLLEGE DISTRICT transcript. A course dropped after the COMMUNITY COLLEGE DISTRICT withdrawal deadline will appear as a "W" on the COMMUNITY COLLEGE DISTRICT transcript.

- 5.10 Both COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION will provide ancillary and support services for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring.)

6. CCAP AGREEMENT COURSES

- 6.1 The COMMUNITY COLLEGE DISTRICT may limit enrollment in CCAP courses offered pursuant to this CCAP Agreement solely to eligible high school pupils if the courses are offered at a high school campus, either in person or using an online platform, during the regular school day. (Ed. Code, § 76004, subd. (o)(1).)
- 6.2 The PARTIES agree to follow COUNTY OFFICE OF EDUCATION's academic calendar under the condition that courses are scheduled in such a way that the hour requirements as described in the course outlines of record are met.
- 6.3 The COMMUNITY COLLEGE DISTRICT is responsible for all courses and educational programs offered as part of the CCAP Agreement regardless of whether the course and educational program is offered on site at the COUNTY OFFICE OF EDUCATION or at the COMMUNITY COLLEGE DISTRICT.
- 6.4 The scope, nature, time, location, and listing of courses offered by the COMMUNITY COLLEGE DISTRICT shall be determined by the COMMUNITY COLLEGE DISTRICT, in consultation with the COUNTY OFFICE OF EDUCATION, with the approval of the COMMUNITY COLLEGE DISTRICT Governing Board and will be recorded in Appendix A to this CCAP Agreement. (Ed. Code, § 76004, subd. (c)(1).) Representatives from the COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION will collaborate to ensure that course selection, timing, and placement does not conflict with existing courses offered at the COUNTY OFFICE OF EDUCATION site.
- 6.5 The COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION shall jointly review and approve courses offered as part of the CCAP Agreement.
- 6.6 Courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION shall be of the same quality and rigor as those offered on the COMMUNITY COLLEGE DISTRICT campus, either in person or using an online platform, and shall comply with COMMUNITY COLLEGE DISTRICT academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION shall be listed in the COMMUNITY COLLEGE DISTRICT catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION shall adhere to the official course outline of record and the student learning outcomes established by the associated COMMUNITY COLLEGE DISTRICT academic department.
- 6.9 Any COUNTY OFFICE OF EDUCATION instructor who teaches a course offered as part of this CCAP Agreement shall enter into an additional written agreement with COMMUNITY COLLEGE DISTRICT.
- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites, and standards applicable to the COMMUNITY COLLEGE DISTRICT as well as any corresponding policies, practices, and requirements of the COUNTY OFFICE OF EDUCATION. In the event of a conflict between COMMUNITY COLLEGE DISTRICT course related regulations, policies, procedures, prerequisites, and standards and

COUNTY OFFICE OF EDUCATION policies, practices, and requirements, the COMMUNITY COLLEGE DISTRICT regulations, policies, procedures, prerequisites, and standards, shall prevail.

- 6.11 Site visits and instructor evaluations by one or more representatives of the COMMUNITY COLLEGE DISTRICT shall be permitted by the COUNTY OFFICE OF EDUCATION to ensure that courses offered as part of this CCAP Agreement in the COUNTY OFFICE OF EDUCATION are the same as the courses offered on the COMMUNITY COLLEGE DISTRICT campus, either in person or using an online platform, and comply with COMMUNITY COLLEGE DISTRICT academic standards.
- 6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes, and regulations.
- 6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes, and regulations.
- 6.14 The COMMUNITY COLLEGE DISTRICT has the primary right to control and direct the instructional activities of all instructors teaching courses pursuant to the CCAP Agreement, including those who are COUNTY OFFICE OF EDUCATION employees but are teaching CCAP Agreement courses for COMMUNITY COLLEGE DISTRICT. COMMUNITY COLLEGE DISTRICT will exercise this right in consultation with COUNTY OFFICE OF EDUCATION.
- 6.15 This CCAP Agreement certifies that any pretransfer-level course taught by COMMUNITY COLLEGE DISTRICT faculty at a COUNTY OFFICE OF EDUCATION campus, either in person or using an online platform, shall be offered only to high school pupils who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the COUNTY OFFICE OF EDUCATION, and shall involve collaborative effort between the COUNTY OFFICE OF EDUCATION and the COMMUNITY COLLEGE DISTRICT faculty to deliver an innovative pretransfer course as an intervention in the pupil's junior or senior year to ensure the pupil is prepared for college-level work upon graduation. (Ed. Code, § 76004, subd. (n).)
- 6.16 The California Community College Chancellor's Office must approve the degree and certificate programs that are included in the CCAP Agreement. Courses offered must be part of the programs approved by the Chancellor's Office unless the COMMUNITY COLLEGE DISTRICT received delegated authority to approve those courses separately locally.

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in the discipline of the course in a California community college as set forth in Title 5 of the California Code of Regulations, sections 53410 and 58060 or as amended, and be hired by the COMMUNITY COLLEGE DISTRICT. The minimum qualifications for instruction are listed in the CCAP Agreement Appendix A.
- 7.2 The CCAP Agreement Appendix A shall specify whether COUNTY OFFICE OF EDUCATION or COMMUNITY COLLEGE DISTRICT will be the employer of record for purposes of assignment monitoring and reporting to the COUNTY OFFICE OF EDUCATION. (Ed. Code, § 76004, subd. (m)(1).)
- 7.3 When an instructor is teaching a CCAP Agreement course(s) as an employee of the COMMUNITY COLLEGE DISTRICT, the COMMUNITY COLLEGE DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that instructor. (Ed. Code,

§ 76004, subd. (m)(2).) When an instructor is teaching a CCAP Agreement course(s) as an employee of the COUNTY OFFICE OF EDUCATION, the COUNTY OFFICE OF EDUCATION will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that instructor. (Ed. Code, § 76004, subd. (m)(2).)

- 7.4 Instructors who teach COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. Instructors must be physically present in the classroom or lab or within line-of- sight of the students.
- 7.5 Instructors who teach COMMUNITY COLLEGE DISTRICT courses shall comply with the fingerprinting requirements set forth in Education Code section 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code section 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a COUNTY OFFICE OF EDUCATION school site.
- 7.6 Prior to teaching, faculty provided by the COUNTY OFFICE OF EDUCATION shall receive discipline-specific training and orientation from the COMMUNITY COLLEGE DISTRICT regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. The COMMUNITY COLLEGE DISTRICT shall approve and provide said training.
- 7.7 Faculty provided by the COUNTY OFFICE OF EDUCATION will participate in professional development activities sponsored by the COMMUNITY COLLEGE DISTRICT and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, addressing course content, course delivery, assessment, evaluation, and research and development in the field.
- 7.8 The COMMUNITY COLLEGE DISTRICT shall evaluate faculty performance using the adopted evaluation process and standards for faculty of the COMMUNITY COLLEGE DISTRICT, subject to the approval of the Governing Board.
- 7.9 The COMMUNITY COLLEGE DISTRICT will determine and select instructors to teach CCAP Agreement Courses. The COMMUNITY COLLEGE DISTRICT may select instructors from COUNTY OFFICE OF EDUCATION personnel nominated by COUNTY OFFICE OF EDUCATION, or other sources. COUNTY OFFICE OF EDUCATION personnel will perform instructional duties on duty time. COUNTY OFFICE OF EDUCATION personnel selected to be instructors remain employees of the COUNTY OFFICE OF EDUCATION, subject to the authority of the COUNTY OFFICE OF EDUCATION and the COUNTY OFFICE OF EDUCATION's collective bargaining agreement, but will also be subject to the authority of COMMUNITY COLLEGE DISTRICT, specifically with regard to their duties as instructors. COMMUNITY COLLEGE DISTRICT will exercise this authority in consultation with COUNTY OFFICE OF EDUCATION. COUNTY OFFICE OF EDUCATION personnel selected to be instructors may be paid by the COUNTY OFFICE OF EDUCATION as part of their contract workload or by the COMMUNITY COLLEGE DISTRICT if the instruction is outside of their COUNTY OFFICE OF EDUCATION contract workload. When the instructor is paid by the COMMUNITY COLLEGE DISTRICT, the instructor will be paid at the rate established under the COMMUNITY COLLEGE DISTRICT part-time faculty bargaining agreement.
- 7.10 Where the instructor is not a paid employee of the COMMUNITY COLLEGE DISTRICT, the COMMUNITY COLLEGE DISTRICT will have an additional written agreement with each instructor requiring student attendance and FTES to be reported by the instructor as required by the

COMMUNITY COLLEGE DISTRICT and stating the COMMUNITY COLLEGE DISTRICT has the right to control and direct the instructional activities of the instructor.

- 7.11 The COMMUNITY COLLEGE DISTRICT shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION shall be held to the same standards of achievement as students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.
- 8.2 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION shall be held to the same grading standards as those expected of students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.
- 8.3 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.
- 8.4 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION shall be held to the same behavioral standards as those expected of students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.
- 8.5 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION who have approved Section 504 Plans that provide accommodations to the educational environment, such as extended time on tests or special seating, shall be implemented by the COMMUNITY COLLEGE DISTRICT upon notice of the accommodations by the COUNTY OFFICE OF EDUCATION. Accommodations involving the provision of special equipment or services or additional personnel, such as sign language interpreters, shall be provided by the COUNTY OFFICE OF EDUCATION.
- 8.6 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION who have an Individualized Education Program ("IEP") shall receive all programs and services provided for under the IEP by the COUNTY OFFICE OF EDUCATION. The COMMUNITY COLLEGE DISTRICT has no responsibility for implementing or accommodating any portion of a student's IEP. Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement may contact the COMMUNITY COLLEGE DISTRICT's Disabled Students Programs & Services ("DSPS") office to request an accommodation(s) and provide information. DSPS will follow COMMUNITY COLLEGE DISTRICT procedure in determining the appropriate accommodation for a CCAP Agreement course(s). The COMMUNITY COLLEGE DISTRICT has responsibility for implementing the accommodation offered and provided by DSPS.
- 8.7 The COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall jointly draft a Notice to Parents that outlines the rights and responsibilities of students participating in the CCAP Program, and the respective responsibilities of the COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION described in this Agreement.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COMMUNITY COLLEGE DISTRICT shall appoint an Educational Administrator, to be specified in Appendix A to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between the COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION in conformity with COMMUNITY COLLEGE DISTRICT policies and standards. (Ed. Code, § 76004, subd. (c)(2).) Among other things, the COMMUNITY COLLEGE DISTRICT Educational Administrator and the COUNTY OFFICE OF EDUCATION Educational Administrator described in Section 9.2, shall collaborate to determine the process for timely receiving, investigating, and remediating complaints of sexual misconduct or other conduct covered by Title IX of the Education Amendments of 1972 alleged to have occurred in or related to the CCAP program.
- 9.2 The COUNTY OFFICE OF EDUCATION shall appoint an Educational Administrator, to be specified in Appendix A to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COUNTY OFFICE OF EDUCATION and COMMUNITY COLLEGE DISTRICT in conformity with COUNTY OFFICE OF EDUCATION policies and standards. (Ed. Code, § 76004, subd. (c)(2).)
- 9.3 The COUNTY OFFICE OF EDUCATION's personnel will perform services specified in 9.4 of this CCAP Agreement as part of their regular assignment. COUNTY OFFICE OF EDUCATION personnel performing these services will be employees of COUNTY OFFICE OF EDUCATION, subject to the authority of COUNTY OFFICE OF EDUCATION, but will also be subject to the direction of COMMUNITY COLLEGE DISTRICT, specifically with regard to their duties pertaining to the COMMUNITY COLLEGE DISTRICT CCAP courses.
- 9.4 This CCAP Agreement requires COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION to file an annual report as specified in Appendix A, to the office of the Chancellor of the California Community Colleges on all the following information: (Ed. Code, § 76004, subd. (t)(1)(A- E).)
- i. The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. (Ed. Code, § 76004, subd. (t)(1)(A).)
 - ii. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(B).)
 - iii. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(C).)
 - iv. The total number of full-time equivalent students generated by CCAP partnership community college district participants. (Ed. Code, § 76004, subd. (t)(1)(D).)
 - v. The total number of full-time equivalent students served online generated by CCAP partnership community college district participants. (Ed. Code, § 76004, subd. (t)(1)(E).)
- 9.5 COMMUNITY COLLEGE DISTRICT will complete and submit the Apportionment Attendance Report (CCFS-320).
- 9.6 COMMUNITY COLLEGE DISTRICT will provide the services of COMMUNITY COLLEGE DISTRICT faculty members who will facilitate coordination and cooperation between COUNTY OFFICE OF EDUCATION and COMMUNITY COLLEGE DISTRICT. COMMUNITY COLLEGE DISTRICT will provide COUNTY OFFICE OF EDUCATION personnel with reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this

CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities, and the COMMUNITY COLLEGE DISTRICT application procedures.

10. DISPUTES

10.1 COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION recognize that, from time to time, disputes may arise between COMMUNITY COLLEGE DISTRICT employees or students and COUNTY OFFICE OF EDUCATION employees or students. When such disputes arise, COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall collaborate and use best efforts to resolve such disputes informally. Where informal resolution is not successful, or the PARTIES must address a formal inter-agency complaint, the following process will be utilized to resolve the matter.

- i. The PARTY receiving the complaint will timely notify the other, and promptly provide the other PARTY with any written complaint received.
- ii. The Educational Administrators will review the complaint to determine, based on the nature of the complaint, whether any statutory or regulatory timelines or other procedural requirements apply, including but not limited to:
 - a. Whether COMMUNITY COLLEGE DISTRICT is required to report the complaint to the State Chancellor pursuant to Title 5 of the California Code of Regulations.
 - b. Whether, based on the nature of the complaint, the complainant is entitled to any rights or protections with regard to how the complaint is handled, pursuant to Title 5 or applicable state or federal laws, including but not limited to Title IX of the Education Amendments of 1972.
 - c. If either Educational Administrator finds such rights to exist, he or she shall notify the other Educational Administrator, and COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall cooperate as needed in carrying out these requirements. It is understood that such requirements may include but are not limited to conducting a formal investigation within regulatory timelines or the implementation of interim safety measures for the complainant.
- iii. Within three business days of either PARTY receiving the complaint, the PARTIES will discuss the nature and severity of the allegations and come to a mutual agreement regarding the need for and scope of any investigation required. If it is agreed that a formal investigation is required, the PARTIES will mutually agree upon an investigator, who may be an outside investigator, or qualified employee of COMMUNITY COLLEGE DISTRICT or COUNTY OFFICE OF EDUCATION. If the PARTIES agree to have the matter investigated internally by either a COMMUNITY COLLEGE DISTRICT or COUNTY OFFICE OF EDUCATION employee, the other PARTY may designate an employee to attend all witness interviews. Where it is determined that an outside investigator will be used, the cost will be divided between the PARTIES.
- iv. If, despite the good faith effort of the PARTIES, they are unable to agree on a process for investigating the complaint, the PARTY whose employee/student is the subject of the complaint will determine the process.
- v. The COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION will cooperate in any investigation initiated and make its employees available to the investigator.
- vi. Interviews of COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION employees shall comply with any rights and protections afforded to them

under an applicable collective bargaining agreement or state or federal law, including but not limited to the right to have a representative present during an interview that could lead to discipline.

- vii. The investigator will prepare a report that will be provided to both PARTIES setting forth findings as to the allegations and the basis for the findings.
- viii. The COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall share any and all materials from the investigation.
- ix. The COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION have sole discretion in determining any disciplinary measures to be imposed against their respective employees or students.
- x. Regardless of any disciplinary measures taken by the COMMUNITY COLLEGE DISTRICT or COUNTY OFFICE OF EDUCATION against its respective employees or students, the other PARTY retains the right to have the subject of a sustained complaint removed from participating in or providing services for the program that is the subject of this CCAP Agreement.

11. APPORTIONMENT

- 11.1 COMMUNITY COLLEGE DISTRICT shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 11.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. (Ed. Code, § 76004, subd. (o)(2).)
- 11.3 COMMUNITY COLLEGE DISTRICT shall not receive a state allowance or apportionment for an instructional activity for which the COUNTY OFFICE OF EDUCATION has been, or shall be, paid an allowance or apportionment. (Ed. Code, § 76004, subd. (r).)
- 11.4 The attendance of a high school pupil at the COMMUNITY COLLEGE DISTRICT as a special part-time or full-time student pursuant to this section is authorized attendance for which the COMMUNITY COLLEGE DISTRICT shall be credited or reimbursed pursuant to Education Code section 48802 or 76002, provided that no school district or county office of education has received reimbursement for the same instructional activity. (Ed. Code, § 76004, subd. (s)(1).)
 - i. Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirements continue to apply, including as prescribed by Title 5 of the California Code of Regulations

12. INTENT FOR COLLABORATION

- 12.1 COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION agree to work together to collegially utilize resources and to approach opportunities as they become available.

13. CERTIFICATIONS

- 13.1 The COUNTY OFFICE OF EDUCATION certifies that:

- i. The direct education costs of the courses offered as part of this CCAP Agreement are not fully funded through other sources.
- ii. The COMMUNITY COLLEGE DISTRICT will claim apportionment for the COUNTY OFFICE OF EDUCATION students enrolled in community college course(s) under this CCAP Agreement.
- iii. Any COMMUNITY COLLEGE DISTRICT instructor teaching a course at a COUNTY OFFICE OF EDUCATION campus has not displaced or resulted in the termination of an existing COUNTY OFFICE OF EDUCATION teacher teaching the same course on that COUNTY OFFICE OF EDUCATION campus. (Ed. Code, § 76004, subd. (i).)

13.2 The COMMUNITY COLLEGE DISTRICT certifies that:

- i. A COMMUNITY COLLEGE DISTRICT course offered for college credit at the COUNTY OFFICE OF EDUCATION campus does not reduce access to the same course offered at the COMMUNITY COLLEGE DISTRICT. (Ed. Code, § 76004, subd. (k)(1).)
- ii. This CCAP Agreement is consistent with the core mission of the COMMUNITY COLLEGE DISTRICT pursuant to Education Code section 66010.4. (Ed. Code, § 76004, subd. (k)(2).)
- iii. Students participating in this CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults at the COMMUNITY COLLEGE DISTRICT. (Ed. Code, § 76004, subd. (k)(2).)
- iv. It has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- v. Any COMMUNITY COLLEGE DISTRICT instructor teaching a course on a COUNTY OFFICE OF EDUCATION campus has not been convicted of any sex offense as defined in Education Code section 87010 or as amended, or any controlled substance offense as defined in Education Code section 87011 or as amended. (Ed. Code, § 76004, subd. (h).)
- vi. A qualified COUNTY OFFICE OF EDUCATION teacher teaching a course offered for college credit at a COUNTY OFFICE OF EDUCATION campus has not displaced or resulted in the termination of an existing COMMUNITY COLLEGE DISTRICT faculty member teaching the same course at the COMMUNITY COLLEGE DISTRICT campus. (Ed. Code, § 76004, subd. (j).)

13.3 This CCAP Agreement certifies that the COUNTY OFFICE OF EDUCATION and COMMUNITY COLLEGE DISTRICT comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. (Ed. Code, § 76004, subd. (l).)

14. PROGRAM IMPROVEMENT

14.1 The COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION may annually conduct surveys of participating COUNTY OFFICE OF EDUCATION pupils, instructors, principals, and guidance counselors to inform practice, make adjustments, and improve the quality of courses offered as part of this CCAP Agreement.

15. RECORDS

- 15.1 Permanent records of student enrollment, attendance, grades, and achievement will be maintained by COUNTY OFFICE OF EDUCATION for COUNTY OFFICE OF EDUCATION students who enroll in a course(s) offered as part of this CCAP Agreement. COUNTY OFFICE OF EDUCATION shall submit such records to COMMUNITY COLLEGE DISTRICT through the appropriate college, campus, or center periodically or upon demand. The COMMUNITY COLLEGE DISTRICT shall maintain permanent records of student enrollment, grades, and achievement for COMMUNITY COLLEGE DISTRICT students. Records will be open for review at all times by college officials and submitted on a schedule developed by the COMMUNITY COLLEGE DISTRICT.
- 15.2 The COUNTY OFFICE OF EDUCATION shall complete a document certifying that COUNTY OFFICE OF EDUCATION has made a determination that a participating student is prepared for college level coursework and shall maintain such document on file for audit purposes as prescribed by Title 5 of the California Code of Regulations, section 59026, subdivision (b).
- 15.3 Each PARTY shall maintain records pertaining to this CCAP Agreement as required by federal and state law. Each PARTY may review and obtain a copy of the other PARTY's pertinent records subject to federal and state privacy statutes.

16. CCAP AGREEMENT DATA MATCH AND REPORTING

- 16.1 The COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION shall ensure operational protocols are in place consistent with the collection of participating student data and the timely submission of the data.
- 16.2 The COMMUNITY COLLEGE DISTRICT shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

17. PRIVACY OF STUDENT RECORDS

- 17.1 The COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION understand and agree that education records of students enrolled in a CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30) and state law as set forth in Education Code sections 49064, 49076, 76222, and 76243. The COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the participating student's parent or legal guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b); Ed. Code, §§ 49064, 49076, 76222, & 76243.)
- 17.2 Limitation on Use. The COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION shall use each student education record that it may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with its authority to access such information pursuant to federal and state law, as may be applicable. (34 C.F.R. §§ 99.31, 99.34; Ed. Code, §§ 49076 & 76243.)
- 17.3 Recordkeeping Requirements. The COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION shall comply with the requirements governing maintenance of records for each request for access to and each disclosure of, student education records set forth under Title 34 of the Code of Federal Regulations section 99.32 and under Education Code sections 49064 and 76222, as applicable.

- 17.4 Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this CCAP Agreement, the COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION hereby acknowledge that they have been provided with the notice required under Title 34 of the Code of Federal Regulations section 99.33, subdivision (d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the participating student's parent or legal guardian's prior written consent.

18. REIMBURSEMENT

- 18.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.
- 18.2 If an instructor teaching a course pursuant to this CCAP Agreement is an employee of COUNTY OFFICE OF EDUCATION, COMMUNITY COLLEGE DISTRICT shall reimburse COUNTY OFFICE OF EDUCATION in accordance with Appendix A.

19. FACILITIES

- 19.1 The COUNTY OFFICE OF EDUCATION will provide adequate classroom space at its facilities, or other mutually agreed upon location, to COMMUNITY COLLEGE DISTRICT to conduct instruction of CCAP courses without charge to COMMUNITY COLLEGE DISTRICT. COUNTY OFFICE OF EDUCATION agrees to clean, maintain, and safeguard COUNTY OFFICE OF EDUCATION's premises. COUNTY OFFICE OF EDUCATION warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 19.2 The COMMUNITY COLLEGE DISTRICT facilities may be used subject to mutual agreement by the PARTIES as expressed in Appendix A to this CCAP Agreement.

20. INDEMNIFICATION

- 20.1 Government Code Section 895.2 imposes certain tort liability jointly and severally upon public entities solely by reason of such entities being parties to an agreement. Each of the PARTIES to this Agreement, to the maximum extent permissible by law, will assume the full liability imposed upon it or any of its trustees, officers, agents, or employees for injury caused by any act or omission occurring in each PARTY's performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve such purpose, and pursuant to Government Code Section 895.4, each of the PARTIES indemnifies, saves, and holds harmless the other PARTY for any claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, including attorneys' fees (collectively "Claims") as described below.
- 20.2 For purposes of this CCAP partnership in this CCAP Agreement, the COUNTY OFFICE OF EDUCATION agrees to and shall indemnify, save, and hold harmless the COMMUNITY COLLEGE DISTRICT, and its trustees, officers, agents, and employees from any and all Claims to the extent arising out of COUNTY OFFICE OF EDUCATION's or its trustees', officers', agents', or employees' negligence, wrongful acts or omissions, or willful misconduct related to this CCAP Agreement or performance of this CCAP Agreement. The provisions of this section shall survive the termination or expiration of this CCAP Agreement.
- 20.3 For purposes of this CCAP partnership in this CCAP Agreement, the COMMUNITY COLLEGE DISTRICT agrees to and shall indemnify, save, and hold harmless the COUNTY OFFICE OF EDUCATION, and its trustees, officers, agents, and employees from any and all Claims to the extent arising out of COMMUNITY COLLEGE DISTRICT's or its trustees', officers', agents', or employees' negligence, wrongful acts or omissions, or willful misconduct related to this CCAP

Agreement or performance of this CCAP Agreement. The provisions of this section shall survive the termination or expiration of this CCAP Agreement.

21. INSURANCE

- 21.1 The COUNTY OFFICE OF EDUCATION, in order to protect COMMUNITY COLLEGE DISTRICT, its trustees, agents, employees, and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and TWO MILLION DOLLARS (\$2,000,000) general aggregate for personal injury, bodily injury, death, and property and other damage, with an admitted California insurer duly licensed to engage in the business of insurance in the State of California with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to COMMUNITY COLLEGE DISTRICT, or public entity risk management Joint Powers Authority ("JPA"), authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA, or program of self-insurance shall be endorsed to expressly name the COMMUNITY COLLEGE DISTRICT, its trustees, agents, employees, and officers as an additional insured for the purposes of this CCAP Agreement and to waive subrogation rights against the additional insured. A certificate of insurance including such endorsements shall be furnished to the COMMUNITY COLLEGE DISTRICT.
- 21.2 The COMMUNITY COLLEGE DISTRICT, in order to protect COUNTY OFFICE OF EDUCATION, its trustees, agents, employees, and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and TWO MILLION DOLLARS (\$2,000,000) general aggregate for personal injury, bodily injury, death, and property and other damage, with an admitted California insurer duly licensed to engage in the business of insurance in the State of California with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to COUNTY OFFICE OF EDUCATION, or public entity risk management JPA, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA, or program of self-insurance shall be endorsed to expressly name the COUNTY OFFICE OF EDUCATION, its trustees, agents, employees, and officers as an additional insured for the purposes of this CCAP Agreement and to waive subrogation rights against the additional insured. A certificate of insurance including such endorsements shall be furnished to the COUNTY OFFICE OF EDUCATION.
- 21.3 For the purpose of Workers' Compensation, COUNTY OFFICE OF EDUCATION shall be the "primary employer" for all its personnel who perform services as instructors and support staff under this CCAP Agreement. COUNTY OFFICE OF EDUCATION shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective COUNTY OFFICE OF EDUCATION personnel made in connection with performing services and receiving instruction under this CCAP Agreement. COUNTY OFFICE OF EDUCATION agrees to hold harmless, indemnify, and defend COMMUNITY COLLEGE DISTRICT, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by COUNTY OFFICE OF EDUCATION personnel connected with providing services under this CCAP Agreement.
- 21.4 For the purpose of Workers' Compensation, COMMUNITY COLLEGE DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff under

this CCAP Agreement. COMMUNITY COLLEGE DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective COMMUNITY COLLEGE DISTRICT personnel made in connection with performing services and receiving instruction under this CCAP Agreement. COMMUNITY COLLEGE DISTRICT agrees to hold harmless, indemnify, and defend COUNTY OFFICE OF EDUCATION, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by COMMUNITY COLLEGE DISTRICT personnel connected with providing services under this CCAP Agreement.

22. NON-DISCRIMINATION

- 22.1 Neither the COUNTY OFFICE OF EDUCATION nor the COMMUNITY COLLEGE DISTRICT shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California state or federal law.

23. TERMINATION

- 23.1 Either party may terminate this CCAP Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this CCAP Agreement shall be addressed to the Educational Administrator listed in Appendix A of this CCAP Agreement.

24. INTEGRATION, MODIFICATION, AND AMENDMENT

- 24.1 Appendix A to this CCAP Agreement is incorporated by this reference into this CCAP Agreement.
- 24.2 This CCAP Agreement and Appendix A to this CCAP Agreement set forth the entire agreement between the PARTIES relating to the subject matter of this CCAP Agreement. This CCAP Agreement and Appendix A to this CCAP Agreement supersede any prior agreements, promises, negotiations, or representations, express or implied, oral or written, not included in this CCAP Agreement and Appendix A to this CCAP Agreement.
- 24.3 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the PARTIES.

25. GOVERNING LAWS AND VENUE

- 25.1 This CCAP Agreement shall be interpreted according to the laws of the State of California.
- 25.2 The venue of any action or proceeding in connection with this CCAP Agreement shall be Sutter County, California.

26. COMMUNITY COLLEGE DISTRICT BOUNDARIES

- 26.1 For locations outside the geographical boundaries of COMMUNITY COLLEGE DISTRICT, the COMMUNITY COLLEGE DISTRICT will comply with the requirements of Title 5 of the California Code of Regulations, sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

27. SEVERABILITY

- 27.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP

Agreement shall remain in full force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

28. COUNTERPARTS

28.1 This CCAP Agreement may be executed by the PARTIES in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

29. NOTICES

29.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

Yuba Community College District
Attn: Vice Chancellor, Administrative Services 3301 East Onstott Road
Yuba City, CA 95991

NAME AND ADDRESS OF COUNTY OFFICE OF EDUCATION

Attn: _____

30. PROVISIONS REQUIRED BY LAW DEEMED INSERTED; COMPLIANCE WITH APPLICABLE LAW

30.1 All provisions required by law to be inserted in this CCAP Agreement shall be deemed to be inserted and this CCAP Agreement shall be read and enforced as though they were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either PARTY, the CCAP Agreement may be amended to make the insertion or correction.

30.2 Each PARTY shall comply with all applicable law in the performance of its obligations under this CCAP Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the day and year written below.

By: _____

Date: _____

Name: _____

Title: _____

County Office of Education: _____

By: _____

Date: _____

Name: _____

Title: Chancellor

YUBA COMMUNITY COLLEGE DISTRICT

County Office of Education Board Meetings:

(a) Information and Public Comment Board Meeting Date: _____

Yuba Community College District Board Meetings:

(b) Information and Public Comment Board Meeting Date: _____

APPENDIX A

COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between the Yuba Community College District (“COMMUNITY COLLEGE DISTRICT”), 3301 East Onstott Road, Yuba City, CA 95991, and Sutter County Superintendent of Schools Office (“COUNTY OFFICE OF EDUCATION”), 970 Klamath Lane, Yuba City, CA 95993; and WHEREAS, the COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION agree to record COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION specific components of the CCAP Agreement using Appendix A for purposes of addressing legal requirements to include, but not limited to, the total number of high school pupils to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses (Ed. Code, § 76004, subd. (c)(1)); and

WHEREAS, the CCAP Agreement Appendix A shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses (Ed. Code, § 76004, subd. (c)(1)); and

NOW THEREFORE, the COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION agree as follows:

- 1. COMMUNITY COLLEGE DISTRICT AND COUNTY OFFICE OF EDUCATION POINTS OF CONTACT:** COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION select the following points of contact to serve as Educational Administrators:

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
YCCD:			
COUNTY OFFICE OF EDUCATION:			

2. **CCAP AGREEMENT PROGRAM YEAR FALL_____ - SPRING_____:** COMMUNITY COLLEGE DISTRICT have identified the following program year, educational program(s) and course(s) to be offered at the said date, time, and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall mutually assure that as to each course of instruction identified, they have determined: 1) the enrollment period; 2) the number of class hours sufficient to meet the stated performance objectives; 3) how supervision and evaluation of students will occur; and 4) the process for withdrawal of students prior to completion of a course or program.

CCAP Program Description:

Program Term or Year	
Community College District	
College	
College Campus	
Educational Program(s)/Department(s)	
County Office of Education	
Total Number of High School Pupils to be Served:	
Total Number of FTES to be Claimed by Community College District:	

List of CCAP Agreement Courses to be Offered:

COURSE NAME	COURSE NUMBER	TERM (F/S)	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION

3. **CRITERIA USED TO ASSESS ABILITY OF PUPILS TO BENEFIT FROM CCAP AGREEMENT COURSES OFFERED:**
Required: Describe the criteria used to assess the ability of pupils to benefit from the CCAP Agreement Course(s) offered (Ed. Code, § 76004, subd. (c)(1).):

All students will complete a survey including why they want to participate and how they feel the program will benefit them. Once a dual enrollment course is taken, the resulting grade and performance will serve to inform future recommendations for dual enrollment courses.

Students' prior grades will be considered prior to school approval for participation in dual enrollment courses. Once a dual enrollment course is taken, the resulting grade and performance will serve to inform future recommendations for dual enrollment courses.

4. **MINIMUM QUALIFICATIONS FOR INSTRUCTION:** All instructors teaching CCAP Agreement Courses must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 of the California Code of Regulations, sections 53410 and 58060 or as amended. The minimum qualifications for instruction are:

Course Name & Number	Minimum Qualifications For Instructors

4. **BOOKS AND INSTRUCTIONAL MATERIALS:** The total cost of books and instructional materials for COUNTY OFFICE OF EDUCATION students participating in CCAP course as part of this CCAP Agreement will be borne by COUNTY OFFICE OF EDUCATION.

COURSE NAME & NUMBER	TEXTBOOK	COST	OTHER INSTRUCTIONAL MATERIALS	COST

8. **JOINT FACILITIES USE PROTOCOLS:** COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall adhere to the terms and protocols outlined in Section 18, Facilities, of the CCAP Agreement. COUNTY OFFICE OF EDUCATION, as part of Section 18 of this CCAP Agreement, shall extend access and use of the following COUNTY OFFICE OF EDUCATION facilities:

BUILDING NAME & ADDRESS	CLASSROOM	DAYS	HOURS

If the PARTIES agree to use COMMUNITY COLLEGE DISTRICT facilities as part of Section 18 of this CCAP Agreement, COMMUNITY COLLEGE DISTRICT shall extend access and use of the following COMMUNITY COLLEGE DISTRICT facilities:

BUILDING NAME & ADDRESS	CLASSROOM	DAYS	HOURS

9. **INFORMATION SHARING PROTOCOLS:** COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall adhere to the following terms and protocols related to information sharing, in compliance with all applicable state and federal privacy laws.

As described in Section 9.4 of the CCAP Agreement, the CCAP Agreement requires COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION to file an annual report to the office of the Chancellor of the California Community Colleges on all the following information: (Ed. Code, § 76004, subd. (t)(1)(A-E).)

- The total number of high school pupils by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. (Ed. Code, § 76004, subd. (t)(1)(A).)
- The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(B).)
- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(C).)

- d. The total number of full-time equivalent students generated by CCAP partnership community college district participants. (Ed. Code, § 76004, subd. (t)(1)(D).)
- e. The total number of full-time equivalent students served online generated by CCAP partnership community college district participants. (Ed. Code, § 76004, subd. (t)(1)(E).)

As described in Section 9.5 of the CCAP Agreement, COMMUNITY COLLEGE DISTRICT will complete and submit the Apportionment Attendance Report (CCFS- 320).

As described in Section 16.1 of the CCAP Agreement, COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION understand and agree that education records of students enrolled in a CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30) and state law as set forth in Education Code sections 49064, 49076, 76222, and 76243. The COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the participating student’s parent or legal guardian’s prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b); Education Code sections 49064, 49076, 76222, and 76243.)

As described in Section 16.2 of the CCAP Agreement, COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall use each student education record that it may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with its authority to access such information pursuant to federal and state law, as may be applicable. (34 C.F.R. §§ 99.31, 99.34; Ed. Code, §§ 49076 & 76243.)

As described in Section 16.3 of the CCAP Agreement, COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall comply with the requirements governing maintenance of records for each request for access to and each disclosure of, student education records set forth under Title 34 of the Code of Federal Regulations section 99.32 and under Education Code section 49064 and 76222, as applicable.

As described in Section 16.4 of the CCAP Agreement, by signature of its authorized representative or agent on the CCAP Agreement, COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION acknowledge that they have been provided with the notice required under Title 34 of the Code of Federal Regulations section 99.33, subdivision (d) that they are strictly prohibited from re- disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the participating student’s parent or legal guardian’s prior written consent.

- 10. **PARENTAL CONSENT PROTOCOLS:** As described in Sections 1.2 and 5.4 of the CCAP Agreement, students must submit written and signed parental or guardian consent to both PARTIES to participate and enroll in a CCAP Agreement Course. A student only needs to submit one parental or guardian consent form for the duration of the student’s participation in the CCAP Agreement Courses.
- 11. **PRINCIPAL RECOMMENDATION:** As described in Sections 1.2 and 5.4 of the CCAP Agreement, students must submit a principal recommendation to participate and enroll in a CCAP Agreement Course. A

student only needs to submit one recommendation for the duration of the student's participation in the CCAP Agreement Courses.

12. **COSTS TO DISTRICT:** When a COUNTY OFFICE OF EDUCATION employee teaches a CCAP dual enrollment course, the COMMUNITY COLLEGE DISTRICT will pay the COUNTY OFFICE OF EDUCATION \$500 per college unit per course section for all sections with a minimum enrollment of twenty (20) student at course census. If COUNTY OFFICE OF EDUCATION incurs uncovered costs in securing a teacher, COUNTY OFFICE OF EDUCATION AND COMMUNITY COLLEGE DISTRICT will meet to determine an appropriate reimbursement source and amount in a separate MOU. This will be payable at the end of the semester and in response to an invoice for the COUNTY OFFICE OF EDUCATION. This payment represents the Cost of Instruction Reimbursement.

If the minimum enrollment is not met, the course may continue to be offered subject to the discretion and approval of the COMMUNITY COLLEGE DISTRICT'S Vice President of Academics and Student Services at the appropriate YCCD College. For any course authorized to be offered with fewer than twenty (20) students, the Cost of Instruction Reimbursement will be pro-rated. For each course taught by an employee of the COUNTY OFFICE OF EDUCATION and regardless of the number of units of the course, COUNTY OFFICE OF EDUCATION will pay the instructor a \$500 stipend from the Cost of Instruction Reimbursement payment. This paragraph shall not apply if the instructor is employed or otherwise provided by COMMUNITY COLLEGE DISTRICT.

TO: Board of Directors

AGENDA ITEM: 9.6

DATE: 5/13/24

ITEM: 24/25 Board Calendar

SUBMITTED FOR: Approval

Background and Summary Information: The Board needs to set dates and times for Board meetings for the 2024 - 2025 school year.

Financial/Educational Impact: Could have compliance impacts if not approved.

Staff Recommendation: Staff Recommends Approval

August 12th, 2024

September 9th, 2024*

October 14th, 2024

November 4th, 2024*

December 9th, 2024

January 13th, 2025

February 10th, 2025*

March 10th, 2025

April 7th, 2025*

May 13th, 2025*

June 9th, 2025*

June 16th, 2025

Board Meeting start time - 6pm

*Charter Council Meeting start time - 4:30pm

TO: Board of Directors

AGENDA ITEM: 9.7

DATE: 5/13/24

ITEM: Executive Director Contract for 2024-2025 School Year

SUBMITTED FOR: Approval

Background and Summary Information: As staff contracts are being executed for the 2024 - 2025 school year, the Executive Director contract is being brought to the board. Contract language has been updated with appropriate dates, formatting was updated to match staff contracts as well.

Financial/Educational Impact: Potential Staffing impacts

Staff Recommendation: Not Applicable

Job Title: Executive Director ▾		Days : 215 ▾	Hours: 8 ▾
Schedule: Certificated A ▾	Step: 9 ▾	Salary: \$158,217	Type: Full Time ▾
Employee Name: Joseph Clark		Classification: Exempt ▾	

This Employment Agreement (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of AeroSTEM Charter School (“AeroSTEM”), a California public charter school approved by the Sutter County Superintendent of Schools (“District”).

The Board desires to hire employees who will assist AeroSTEM in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of AeroSTEM’s charter.

The parties recognize that AeroSTEM is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

Whereas, AeroSTEM and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

1. Statutory Provisions Relating to Charter School Employment

- 1.1. AeroSTEM operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq., and which has been duly approved by the District, according to the laws of the State of California.
- 1.2. Pursuant to Education Code section 47604, AeroSTEM has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 et seq. of the Corporations Code). As such, AeroSTEM is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of AeroSTEM, and the employee signing below expressly recognizes that he/she is being employed by AeroSTEM and not the District.
- 1.3. Pursuant to Education Code section 47610, AeroSTEM must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
- 1.4. AeroSTEM shall be deemed the exclusive public school employer of the employees at AeroSTEM for purposes of Government Code section 3540.1.

2. Employment Terms And Conditions

2.1. Duties

- 2.1.1. The Employee shall work in the position listed above and perform the duties listed in the job description. The Employee will perform such duties as AeroSTEM may

reasonably assign and the Employee will abide by all AeroSTEM policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of AeroSTEM's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AeroSTEM.

- 2.1.2. The Employee shall be the Chief Executive Officer of the Charter School. As such, the Employee shall have the primary responsibility for execution of Board policy, whereas the Board shall retain the primary responsibility for formulating and adopting said policy. The Employee shall review all policies under consideration by the Board and make appropriate recommendations.
- 2.1.3. The Employee shall have the additional responsibility for organizing, re-organizing and arranging the AEROSTEMs staff, which in the Employee's judgment would best serve AEROSTEM. The Employee shall have responsibility in personnel matters. In all personnel matters, procedures outlined in the Charter or any other governing documents shall be followed.
- 2.1.4. The Board, individually and/or collectively, will promptly refer to all criticisms, complaints, and suggestions called to its attention to the Employee for investigation, study and/or recommendations and shall refrain from individual interference with the administration of school policies, except through Board action.

2.2. Term

- 2.2.1. Subject to Section 3, "Employment At-Will" herein, AEROSTEM hereby employs Employee beginning July 1, 2024 through June 30, 2025.
- 2.2.2. Commencing on July 1, 2025 and on each anniversary of that date thereafter, the Term shall be extended for an additional one (1) year term.
- 2.2.3. The Board may elect not to renew this Agreement without cause at its sole discretion by providing the Employee with written notice of non-renewal by March 15.

- 2.3. Work Schedule - The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with AeroSTEM.

- 2.3.1. Part Time: The work schedule for this position shall consist of Monday through Friday, and hours listed above. The Employee is prohibited from working hours in excess of this work schedule, including overtime, without the prior written consent of AeroSTEM. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position.

2.3.2. Full Time: The minimum on-site obligations for this position shall generally be Monday through Friday, 7:30 a.m. to 4:30 p.m. While the Employee shall be available on-site during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position.

2.4. Compensation

2.4.1. The annual compensation for this position shall be indicated by the schedule and step listed above on the salary schedule. The employee is to be paid monthly or biweekly depending on the schedule, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. Exempt employees shall not be eligible to earn overtime, non-exempt employees shall not be permitted to earn overtime compensation without the prior written consent of AeroSTEM.

2.4.2. The base salary shall have an increase of 5% per year subject to annual Board approval. Depending upon a performance evaluation, the Board may agree to provide the Employee with additional increases in the Board's sole discretion.

2.4.3. The Employee must have a cellular phone to provide immediate and/or remote access to the Employee. As a result, AEROSTEM shall pay the Employee a monthly cellular phone allowance of \$100 per month, not to exceed \$1,200.00 per contract year. AEROSTEM will not purchase or replace the Employee's personal cell phone.

2.5. Employee Benefits

2.5.1. The Employee shall be entitled to participate in designated employee benefit programs and plans established by AeroSTEM (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AeroSTEM in its sole discretion.

2.5.2. The Employee shall be afforded such health and other benefits of employment as shall be granted to AEROSTEM' certificated employees, including entitlement to participation in STRS, except as otherwise set forth in this Agreement.

2.5.3. The Employee is entitled to up to ten (10) days of time off each school year for sick leave. Such time is for injury or illness, or the care of family members who are injured or ill, and must be reported and recorded. Sick leave may not be accrued from year to year, and is not paid out upon termination. Upon separation from the School, any unused sick leave will be certified to the employee's retirement system for possible service credit, per the rules and limitations of the retirement system.

- 2.5.4. The Employee is entitled to up to two (2) days of time off each school year for personal leave. Personal leave may not be accrued from year to year, and is not paid out upon termination.
- 2.5.5. The Employee shall be permitted to spend up to \$3,000 of budgeted funds annually towards professional development for the Executive Director and/or organizational membership for AEROSTEM. This is meant to maintain and improve the Employee's professional competence by a variety of means, including, without implied limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities that advance the school's professional interests. The Employee shall be encouraged to attend appropriate professional meetings at the local, state and national levels. Within budget constraints, as approved by and supported by the Board.

2.6. Performance Evaluation

- 2.6.1. Each year under this Agreement, the parties shall meet to establish the Executive Director's performance objectives for the following school year. Said performance objectives shall be reduced to writing and shall be based on the duties and responsibilities set forth in this Agreement, Board policy and any other criteria mutually agreed upon by the parties.
- 2.6.2. The Board shall evaluate the performance of the Employee at least once, preferably twice, annually. These evaluations shall be based on the job description and performance objectives defined in this Agreement. The Board, unless otherwise agreed to in writing with the Employee, shall maintain confidentiality concerning the contents of any evaluation.
- 2.6.3. In the event that a majority of the members of the Board determine that the performance of the Employee needs improvement or is unsatisfactory, the Board shall describe in writing, in reasonable detail, areas that need improvement and/or examples of unsatisfactory performance where appropriate. Failure to evaluate the Employee or a decision to offer assistance is not intended to alter and shall not alter the terms of this employment agreement.
- 2.6.4. A copy of the written evaluation shall be delivered to the Employee and he shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to the Employee, the Board shall meet with the Employee to discuss the evaluation.

- 2.7. Employee Rights - Employment rights and benefits for employment at AeroSTEM shall only be as specified in this Agreement, AeroSTEM's charter, the Charter Schools Act, and AeroSTEM's Employee Handbook, which AeroSTEM may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board

of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with AeroSTEM.

- 2.8. Licensure - The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.
- 2.9. 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/her professional capacity or within the scope of his/her employment whom he/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. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.
- 2.10. Fingerprinting/TB Clearance - Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.
- 2.11. Conflicts of Interest - The Employee understands that, while employed at AeroSTEM, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with AeroSTEM.
- 2.12. Outside Professional Activities - Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. AeroSTEM shall in no way be responsible for any expenses attendant to the performance of such outside activities.

3. Employment At-Will

- 3.1. AeroSTEM may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at AeroSTEM's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.
- 3.2. The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of AeroSTEM. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.
- 3.3. In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

4. General Provisions

- 4.1. Waiver of Breach - The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
- 4.2. Assignment - The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
- 4.3. Governing Law - This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.
- 4.4. Partial Invalidity - If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

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5. **Acceptance of Employment** - By signing below, the Employee declares as follows:
- 5.1. I have read this Agreement and accept employment with AeroSTEM on the terms specified herein.
 - 5.2. All information I have provided to AeroSTEM related to my employment is true and accurate.
 - 5.3. A copy of the job description is attached hereto.
 - 5.4. This is the entire agreement between AeroSTEM and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____

Date: _____

Employee Start Date: Jul 1, 2024

AeroSTEM Academy Board Approval

Signature: _____

Date: _____