BOARD OF DIRECTORS MEETING

REGULAR MEETING AGENDA

November 4th, 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 Academys' 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

	Present	Absent
Tony Barber, Board President	☐	☐
Marvin King, Treasurer	☐	☐
June McJunkin, SCSOS Representative	☐	☐
Rikki Shaffer, Board Secretary, NCAI Representative	☐	☐
Jennifer Chaplin, Community Representative	☐	☐
Chris Ramey, Parent Representative	☐	☐

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. CONFERENCE WITH LEGAL COUNSEL — ANTICIPATED LITIGATION (Gov. Code section 54956.9(d)(2).): ([1 Case]).
   - 6.2. 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. Meeting Minutes from the 10/14/24 Meeting

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

8. DISCUSSION ITEMS

8.1. DIRECTOR'S REPORT

8.1.1. Brown Act Training Plan

8.1.2. Vendor Contract Review

8.1.3. WASC/LCAP/Charter Renewal

8.2. BOARD POLICY FIRST READ

8.2.1. 24-13 Administration in the Absence of Policy/Procedure - BP

8.2.2. 24-14 Use of Security Cameras - BP

8.2.3. 24-15 Technology Use Policy - BP

8.2.4. 24-16 Academic Honesty Policy - BP

9. ACTION ITEMS

9.1. New Board Member Nomination - Community Representative

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

9.2. 23/24 Unaudited Actuals

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

9.3. Independent Auditor Selection (24/25 - 26/27)

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

9.4. 24-05 Preparation of Board Agenda - BP

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

9.5. 24-06 Regular & Special Board Meetings - BP

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

9.6. 24-07 Role of the Board - BP

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

9.7. 24-08 Role of the Executive Director on the Board - BP

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

9.8. 24-09 Code of Ethics for Board Members - BP

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

9.9. 24-10 Appointment Process for Board - BP

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

9.10. 24-11 Public Lottery & Waitlist Process - BP

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

9.11. 24-12 Dispute & Uniform Complaint Procedures - BP

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

10. BOARD COMMENTS

11. FUTURE BOARD ITEMS
- 11.1. 1st Interim Budget
- 11.2. Safety Plan
- 11.3. E.D./ Board Goals
- 11.4. Financial Updates
- 11.5. SARC

12. 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

STAFF REPORT COVER SHEET

TO: Board of Directors
DATE: 11/4/24
ITEM: Consent Agenda

AGENDA ITEM: 7
SUBMITTED FOR: Approval

Background and Summary Information: Consent agenda items include:

- ➔ 10/14/24 Board Minutes

Financial/Educational Impact: Compliance

Staff Recommendation: Staff Recommends Approval

BOARD OF DIRECTORS MEETING

REGULAR MEETING MINUTES

October 14, 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 Academys' website at aerostem.org.

MISSION STATEMENT

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1. CALL TO ORDER: 6:30 PM President Barber
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL OF MEMBERS

	Present	Absent
Tony Barber, Board President	☑	☐
Marvin King, Treasurer	☑	☐
June McJunkin, SCSOS Representative	☐	☑
Rikki Shaffer, Board Secretary, NCAI Representative	☑	☐
Jennifer Chaplin, Community Representative	☑	☐
Chris Ramey, Parent Representative	☑	☐

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: King **Second: Chaplin** **Ayes: 4** **Noes: 0** **Abstain: 0**

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.

None

6. 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.

6.1. Meeting Minutes from Board Meeting on 9/9/24
6.2. Williams Q1 Report (July - September)

Motion: King **Second: Chaplin** **Ayes: 4** **Noes: 0** **Abstain: 0**

7. DISCUSSION ITEMS

7.1. DIRECTOR'S REPORT

7.1.1. Dashboard: **State-47.04 ELA, 35.54 Math; AA-38.16 ELA, 25 Math**

7.1.2. Student Success Meetings & Family Fun Friday: **10/31 & 11/1: 1:30-4:30**

7.1.3. Facilities: **Portable is placed. Install may be delayed to next school year.**

7.1.4. Finances: **Cash flow positive to June 2025.**

7.1.5. Annual Review - SCSOS: **Presented on 10/9/24**

7.1.6. WASC/LCAP: **Review date is 10/23/24**.

7.2. BOARD POLICY FIRST READ

7.2.1. 24-05 Preparation of Board Agenda - BP

7.2.2. 24-06 Regular & Special Board Meetings - BP

7.2.3. 24-07 Role of the Board - BP

7.2.4. 24-08 Role of the Executive Director on the Board - BP

7.2.5. 24-09 Code of Ethics for Board Members - BP: **Correct: Support of Administration, Item 2. Incomplete description.**

7.2.6. 24-10 Appointment Process for Board - BP: **Add process for new board members by E.D. and Board.**

7.2.7. 24-11 Public Lottery & Waitlist Process - BP: Question: **Can a waitlist candidate who does not get in be given a preference during the lottery process of the following school year?**

7.2.8. 24-12 Dispute & Uniform Complaint Procedures - BP

7.3. Organizational Goals

8. ACTION ITEMS

8.1. New Board Member Nomination - Parent Representative

Motion: Shaffer **Second: King** **Ayes: 4 Noes: 0 Abstain: 0**

8.2. Accept and Approve Board Policy 24-02 Civility Conduct Policy - BP

Motion: Shaffer **Second: Barber** **Ayes: 5 Noes: 0 Abstain: 0**

8.3. Accept and Approve Board Policy 24-03 Attendance Absences and Excuses - BP

Motion: King **Second: Ramey** **Ayes: 5 Noes: 0 Abstain: 0**

8.4. Accept and Approve Board Policy 24-04 Chronic Absence and Truancy - BP

Motion: Barber **Second: Chaplin** **Ayes: 4 Noes: 0 Abstain: 0**

8.5. Accept and Approve Proposition 28 Arts and Music in Schools Funding Plan and Report

Motion: Chaplin **Second: Shaffe** **Ayes: 5 Noes: 0 Abstain: 0**

9. BOARD COMMENTS

Shaffer: NCAI hosting the Dreams Take Flight event, Feb. 22, 2025. More details to follow.

10. FUTURE BOARD ITEMS
    - 10.1. WASC Update
    - 10.2. E.D. Evaluation
    - 10.3. Safety Plan Update

11. MOTION TO ADJOURN **7:30 PM**

Motion: King Second: Chapline Ayes: 5 Noes: 0 Abstain: 0

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AeroSTEM Academy
DREAM ★ DISCOVER ★ DESIGN

STAFF REPORT COVER SHEET

TO: Board of Directors
AGENDA ITEM: 8
DATE: 11/4/24
ITEM: Discussion Items
SUBMITTED FOR: Informational

Background and Summary Information: Discussion Items include the following:

- ➔ DIRECTOR'S REPORT
  - ◆ Brown Act Training Plan
  - ◆ Vendor Contract Review
  - ◆ WASC/LCAP/Charter Renewal
- ➔ BOARD POLICY FIRST READ
  - ◆ 24-13 Administration in the Absence of Policy/Procedure - BP
  - ◆ 24-14 Use of Security Cameras - BP
  - ◆ 24-15 Technology Use Policy - BP
  - ◆ 24-16 Academic Honesty Policy - BP

Financial/Educational Impact: N/A

Staff Recommendation: N/A

Administration in the Absence of Policy/Procedure

Section 300: Administration **Board Policy 24-13**

The Executive Director or designee will be authorized to use their best judgment in the absence of a specific policy or procedure, provided that such action will not be in conflict with the general aims and objectives of the school or with any local, state or national ordinances, statutes, regulations or directives. In the event there is doubt as to the appropriate course of action or if it is apparent that the consequences could be serious, the staff member is expected to contact the Executive Director or designee who could provide appropriate assistance.

Whenever action in the absence of specific policy has been taken by a staff member that creates a potential for controversy or a potential for the incurring of financial obligation, or where the situation is likely to recur frequently, then such action will be brought to the attention of the board at its next regular meeting. In situations where a reasonable person could determine that the above actions taken by a staff member should be brought to the immediate attention of the board, the Executive Director or designee will be notified and he/she will immediately consult with the board chair/president as to the advisability of calling a special board meeting to review the staff member's action.

Adopted/Ratified:
Revision:

Use of Security Cameras

Section 500: Students **Board Policy 24-14**

AeroSTEM Academy may use security cameras and the resulting recordings throughout the year for:

1. The promotion of a safe environment;
2. Student and employee discipline proceedings;
3. The protection of school property;
4. Adherence to all legal and administrative directives; and
5. Inquiries and proceedings relating to law enforcement.

AeroSTEM Academy shall not use security cameras for other purposes unless expressly authorized by the Executive Director. Only the Executive Director or designee shall have access to security cameras, monitors, or monitoring tools and be permitted to operate the controls or capture or share footage.

CAMERA LOCATION, OPERATION AND CONTROL

AeroSTEM grounds, buildings and property including vehicles used for school purposes may be equipped with security cameras. Equipment may be placed to monitor areas where there is not a reasonable expectation of privacy, such as, school grounds, parking lots, entrances, exits, hallways, front offices, cafeterias, libraries, and other public, shared, or common spaces.

Security cameras shall not be placed to monitor areas where there is a reasonable expectation of privacy, including private offices, conference rooms, and restrooms.

Only personnel authorized by the Executive Director or designee shall install or adjust security cameras or related equipment.

This procedure does not apply where a law enforcement agency presents a search warrant authorizing the agency's installation of video or audio surveillance on school property.

Security cameras shall monitor and/or record only video images where state or federal law restricts the use of audio recordings.

Adopted/Ratified:
Revision:

EXPECTATION OF PRIVACY

Except in areas where there is a reasonable expectation of privacy, all conduct on school property is subject to being recorded, preserved and examined by means of security cameras. Except in areas where there is a reasonable expectation of privacy, no person on district property shall have a legitimate expectation of privacy with respect to his or her conduct.

VIDEO MONITORING AND VIEWING

Real-time surveillance monitors may be viewed by any school personnel. Viewing is not limited to personnel where monitors covering public spaces are within public view. Preserved footage recordings shall be viewed only by personnel authorized by theExecutive Director or designee in a setting that ensures controlled access, inability to tamper with the footage, and privacy from accidental public viewing.

Non-school personnel will be authorized to view preserved camera footage on a case-by-case basis by the Executive Director or designee. Preserved footage will be released by the Executive Director or designee in limited circumstances on a case-by-case basis as follows:

1. In order to protect the health and safety of all students, recordings that reveal unlawful actions will be brought to the attention of and/or released to law enforcement agencies.
2. A parent/guardian of a student pictured on preserved camera footage may be permitted by the Executive Director or designee to view camera footage.
3. A parent/guardian of a student shall be permitted to view any preserved camera footage that is used in a disciplinary action against their child.
4. In response to a public records request, the school will provide preserved camera footage unless otherwise exempt.
5. In response to a subpoena or court order.

PROTECTION OF INFORMATION AND DISCLOSURE

All camera recordings are stored in a secure place to avoid tampering and ensure confidentiality in accordance with applicable laws, regulations, and these procedures.

Typically, recordings will be saved for ten calendar days. If, after this time, no incidents have been reported that potentially violate student or employee behavior or other expectations and no public records request has been made seeking the footage, camera footage may be overwritten by the systems as storage space is needed for newer recordings. Some older security cameras have fewer

days of storage. The Executive Director is authorized to keep these cameras in operation until their useful life expires.

The Executive Director or designees may preserve any available footage by creating an electronic copy relevant to a possible disciplinary action, criminal, safety, or security investigation(s) or for other evidentiary purposes. The Executive Director shall establish protocol to define the storage specifications of preserved footage.

Any time a video recording is used to support student disciplinary action, the recording shall be retained by the administrator or designee, and kept on file. Any time a recording is used to support employee disciplinary action, the recording shall be retained by the Human Resources Department, and kept on file. The recording will be retained as required by law.

NO GUARANTEE OF RECORDING

By this policy, the school does not guarantee that every school interior, parking lot, general grounds, building, or vehicle will be equipped with a security camera, that the security camera in a specific area or on a specific vehicle will be in operation at a specific time, or that a security camera will record specific conduct or expression, or that security camera resolution will be sufficient to capture images with clarity in all circumstances.

MISCELLANEOUS

The Executive Director is authorized to develop forms and administrative protocols to implement these procedures.

This procedure does not apply to the monitoring of the district's technology system or employee use of the district's technology system.

The effectiveness of this set of security camera operations procedures shall be reviewed on a regular basis by the Executive Director or designee.

TECHNOLOGY USE POLICY

500: Students **Board Policy 24-15**

Introduction

In today's educational environment, technology provides a vast spectrum of excellent educational tools that allow students to access a wide variety of information to supplement academic study, conduct research, enhance projects and much, much more.

Accordingly, the internet is a place for the exchange of ideas, information, perspectives, and experiences that allows students to access a wide variety of information to supplement academic endeavors. AeroSTEM Academy provides students with technology capable of accessing the internet to further their education and research. Technology, and thus the internet, provides access to people across the world which includes access to materials that do not have educational value in a school setting. As such, students may encounter information and ideas they may consider obscene, controversial, abusive, or otherwise offensive. Despite these risks, the School believes that the value of the educational information available on the internet outweighs the risk that students may access information that is not consistent with educational principles, goals, and purposes.

AeroSTEM Academy has developed and adopted this Student Technology Use Agreement Policy ("Policy") to ensure that student access to technology and use of the internet is consistent with the educational goals and purposes of AeroSTEM Academy. This Policy sets forth student responsibilities and duties when technology issued and maintained by AeroSTEM Academy is employed to access and use the internet (applicable educational tools and productivity resources) regardless of setting and location. AeroSTEM Academy has deemed certain uses of the internet inappropriate for an educational setting and therefore not appropriate for use with School equipment and resource networks. AeroSTEM Academy stresses that an inappropriate use does not always mean that the use is in itself "bad" or illegal, but only that the use does not further the educational goals and purposes of the School.

In addition to the below-identified policies, AeroSTEM Academy will employ technology protection measures that protect against internet access (by both minors and adults) to visual depictions that are sexual in nature, obscene, child pornography, or harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting internet browsers to block access to adult sites, using a filtering system that will filter all internet traffic, and report potential instances of misuse to administration and using a spam filter. Students are reminded that their use of School equipment and technology resources reflects upon the School, and Students should guide their activities accordingly.

Adopted/Ratified: 12/11/2024
Revision:

Google Workspace for Education

AeroSTEM Academy uses Google Workspace for Education. Google Workspace for Education is a set of education productivity tools from Google including Gmail, Calendar, Docs, Classroom, and more. These resources are used by tens of millions of students and teachers around the world. AtAeroSTEM Academy, students will use their Google Workspace for Education accounts to complete assignments, communicate with their teachers, sign into their Chromebooks, and learn 21st-century digital citizenship skills. A summary of these tools and others can be found at: https://workspace.google.com/terms/user_features.html

In addition, we also allow students to access certain other Google services with their Google Workspace for Education accounts. Specifically, your child may have access to the following "Additional Services": YouTube, Blogger, Google Maps, Google Earth, App Maker, or Google Photos.

Google provides information about the information it collects, Google shares how they use said information, and Google discloses the information it collects from Google Workspace for Education accounts in its Google Workspace for Education Privacy Notice. You can read that notice online at: https://workspace.google.com/terms/education_privacy.html

Student Responsibilities

1. **Use Limited to an Educational Purpose**
   The Student acknowledges that access to the internet via School technology and campus resource networks is intended to serve and pursue educational goals and purposes. Student use of the internet is therefore limited to only those activities that further or enhance the delivery of education. The Student recognizes that he or she has a duty to use School technology and campus resource networks only in a manner specified in the Policy.
   1.1. Educational Purpose - means classroom activities, research in academic subjects, career or professional development activities, research in matters of civic importance or that further citizenship in a democratic society, School-approved personal research activities, or other purposes as defined by the School from time to time.
   1.2. Inappropriate Use - An "inappropriate use" is one that is inconsistent with an educational purpose or that is in clear violation of School policy
2. **Copyright**
   Student agrees that he or she will not use Charter School technology or campus resource networks to download or print text, music, or pictures for the purpose of selling or giving the files to others unless specifically authorized by the Charter School and the owner of the copyrighted material.

3. Communication

Student agrees that he or she will use School technology and internet resources or campus resource networks to communicate in a lawful, polite, and respectful way to others. This means that all of the following examples are not allowed:

3.1. Student will not post on newsgroups, social media, or other message posting systems any communication containing profanity, racially disparaging remarks, or lewd and/or obscene language.

3.2. Student will not at any time use speech that is not appropriate for an educational setting. Examples of speech that is not appropriate for an educational setting includes, but is not limited to, inflammatory language, profanity, personal attacks, harassment, threats to do personal harm or other criminal activity, and language that is intended to be racially derogatory.

3.3. Student will not make threats against others.

3.4. Student will not reveal personal information about others.

3.5. Student will not use email to send chain letters or “spam” email to a list of people or to an individual. Excessive email use may constitute grounds for suspecting misuse.

3.6. Student will not place illegal information on the internet, nor will Student use the internet or technology in any way that violates federal, state, or local law.

3.7. Student will not give out to any other internet user or post on the internet his or her name, address, or telephone number unless expressly authorized by the School in writing.

In instances of misuse or suspected misuse, in addition to any disciplinary actions appropriate, the Student’s parent or guardian may be granted access to the Student’s email

4. Illegal, Dangerous Activities, and Hacking

Student shall not use the internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law. Student shall not access information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to the School, other students, or the community. Additionally, Student shall not damage, debilitate or disable computers, computer networks, or systems. Examples of this include, but are not limited to, intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs. Student shall not engage in any unauthorized online access to other computers by means of hacking into other computers or downloading hacker tools. Some such examples include port scanners and password crackers. Student shall not use any web browser or other tools [e.g. VPN, Tor, dual boot, etc.] to evade restrictions or circumvent security settings.

5. Obscene Materials

Student acknowledges that obscene materials do not further an educational purpose. Accordingly, Student shall not use the internet to access, upload, download, distribute, or transmit obscene materials or images. Obscene materials include, but are not limited to, materials that offend generally accepted social standards. This includes the access of or retrieval of any sexually explicit materials, and materials that are pornographic, abusive or threatening. Students are to exercise their best judgment when encountering sexually explicit or obscene materials. As a general rule, if the material could not be openly displayed in a classroom setting without violating generally accepted social standards, the material is obscene for purposes of this Policy and must not be accessed. Student further agrees that he or she will not access any internet site which requires the Student to state that he or she is eighteen years of age or older as a condition of accessing the site.

6. Supervision and Student Privacy

6.1. Students shall have no expectation of confidentiality or privacy with respect to any usage of school-owned equipment, school email account, or school document storage (ie Google Drive), regardless of whether that use is for school-related or personal purposes (which is prohibited), other than as specifically provided by law. In order to comply with the Children's Internet Protection Act (CIPA), the School shall filter student internet access when using the Chromebook.

6.2. Internet filtering shall be in place both when the Chromebook is being used in school as well as when it is being used away from the School network.

6.3. The School will log, monitor, and supervise use of school-owned Chromebooks, computers, iPads, and applications (ie. Google Classroom, Email, Docs, Drive) and Google applications at any time. By using a school-owned Chromebook, computer, iPad, or applications, Student acknowledges this logging, monitoring, and supervision of their use.

6.4. The School shall not, at any time, remotely turn on or operate a Student camera or microphone without the Student's knowledge.

6.5. Student acknowledges that computer equipment and internet access networks are owned by the School and provided to Students for educational purposes.

6.6. Student acknowledges that technology and equipment issued by the School may be tracked using geo-location tracking technologies ("Geo Tracking").

6.7. Student is aware that communication over School-owned networks is not private and acknowledges that email and records of internet activities will be accessed under, but not limited to, the following circumstances:

6.7.1. Routine system maintenance.

6.7.2. General inspection or monitoring, with or without notice to Student.

6.7.3. Specific review of individual files or monitoring of individual activity, with or without notice to Student, if there is suspicion that Student is engaging in inappropriate use.

7. Responsibility for Chromebooks or Computers, School Equipment, and Related Peripherals

Student is solely responsible for the School Equipment assigned to them and shall adhere to the following terms and conditions:

7.1. Student shall be actively enrolled in the school.

7.2. Student shall comply with the Technology Use Policy, and the Family Handbook when using School Equipment

7.3. Any student participating in workshops or classes should bring his/her Chromebook or Computer to school and make sure it is fully charged.

7.4. If the Chromebook or Computer is missing from school for an extended period of time, the device shall be considered stolen and a police report may be filed.

7.5. Student shall be the exclusive user of this device and shall not grant access to any other individual or student.

7.6. Student shall sign into the Chromebook or Computer using their School assigned Google Apps for Education account.

7.7. Student shall treat his/her device with care and never leave it in an unsecured location.

7.8. Student shall not remove or interfere with the serial number or and other identification tags on the School Equipment.

7.9. Student shall not attempt to disassemble, remove or change the physical structure of the Equipment, including the keys, screen cover or protective casing.

7.10. Student shall not attach stickers or labels to the Equipment or add any markings to the Equipment or school-provided shell.

7.11. Student shall not attempt to install or run any operating system on the Chromebook other than the ChromeOS operating system supported by the school or whatever operating system on the provided computer.

7.12. Student shall keep the device issued to them clean and shall not touch the screen with anything (e.g., finger, pen, pencil, etc.) other than approved computer screen cleaners.

7.13. Student shall promptly report any problems with their equipment to one of their teachers.

7.14. Student shall return School Equipment and additionally issued peripherals in good working order to the School at the end of each school year, at the request of the Administration, or at the time of transfer or withdrawal from the School. Failure to return the computer or equipment in good working order shall result in the student/parents/guardian being responsible for the full replacement cost of the computer, equipment, and peripherals.

7.15. The School shall repair or replace damaged equipment and/or peripherals resulting from normal use. The cost of all other breakages, accidental or intentional, shall be the

responsibility of the Student. These instances shall be reviewed on a case-by-case basis and the School shall make its best attempt to purchase replacement parts at the best possible price.

7.16. Loss or theft of the device or equipment is the responsibility of the student/parent/guardian and shall result in the student/parent/guardian being charged the full replacement cost.

8. Spare Equipment and Lending

If the Chromebook or Computer issued to a student is inoperable, the school has a limited number of spare devices for use while the original Chromebook or device is repaired or replaced. This agreement shall remain in effect and is applicable to loaner computers. The student may not opt to keep an inoperable Chromebook to avoid doing classwork due to loss or damage. If a student does not bring his/her Chromebook or Computer to school, the student may be required to borrow a device from the school based on direction from his/her teacher.

9. Commercial Activities

Student agrees that he/she will not use the internet to buy or sell, or attempt to buy or sell, any service or product unless authorized by the School in writing.

10. Information About Others

Student agrees that he or she will not make any statement or post any communication on the internet about another person that he or she knows or suspects to be untrue. This shall include, but is not limited to, social media, private message, direct message, or message board.

11. Violation of Policy

The Student acknowledges that violation of this Policy can result in a loss of all internet access and email privileges. If Student violates this Policy, or in any other way uses the School technology in a manner that is not consistent with educational uses, the Student will be promptly notified that he or she has violated the Policy. The Student will be given the opportunity to explain why the School should deem the activity in question a use consistent with the educational purposes stated in this Policy. If the School deems that the use is inconsistent with the educational purposes stated in this Policy, the School may terminate the Student's Internet and computer privileges. One of the educational purposes in providing technology is to teach students to use such technology, including the Internet, appropriately and responsibly. The School reserves the right to fashion penalties to specific concerns or specific violations, and Student acknowledges that he or she may receive penalties less than full termination of technology, internet, or email privileges. Such penalties may include, but are not limited to, restricted access to technology, restricted access to internet, or supervised access to internet and email. Violation of this Policy could lead to disenrollment from our program. Student also acknowledges that the School will contact the proper legal authorities if the School concludes or suspects that the Student's use of school-issued technology is a violation of any law or otherwise constitutes an illegal activity.

Academic Honesty Policy

500: Students **Board Policy 24-16**

Honest behavior is an expectation of all students at AeroSTEM Academy. The purpose of this policy is to create and maintain an ethical academic environment.

The school shall notify all students and parents/guardians annually of the rules pertaining to academic honesty and implement preventative measures that reduce the likelihood of academic honesty violations.

Within AeroSTEM, there is a shared responsibility to ensure that grades reflect the knowledge and skill level of each student. Acts of academic dishonesty can inhibit learning and adversely impact the accuracy of grades.

When academic honesty violations occur, consequences shall be determined through an evaluation of the specific situation, shall be commensurate with the seriousness of the act, and shall take into consideration the previous record of the student.

When appropriate, consequences for academic dishonesty shall be imposed both at the school and the classroom level commensurate with the grade level and developmental needs of the student.

All academic honesty violations, whether handled by a teacher or another school official, shall be documented in the student's discipline file for future reference. Parents/guardians shall be made aware of each academic honesty violation and consequence.

Definitions of Academic Honesty Behaviors

Specific types of academic honesty violations are defined below. These examples do not represent a complete list of possible violations:

1. **Cheating on Tests**
   Any use of external assistance relating to an examination, test, or quiz without expressed permission of the teacher. This includes looking at another student's paper, sharing answers, possession of materials, or copying another student's paper.
2. **Fabrication**
   Any intentional falsification or invention of data, citation, or other authority in an academic exercise.

Adopted/Ratified: 12/11/2024
Revision:

3. **Unauthorized Collaboration**
   Collaboration on an assignment between a student and another person, if such collaboration is not expressly directed or permitted by the teacher. This includes copying another student's work, allowing work to be copied or completing assignments for others, giving or "passing" any assessments to other students for the following year, or receiving any assessments from other students.
4. **Plagiarism**
   Any representation of another's ideas, words, or work as one's own. Plagiarism includes the misuse of published material, electronic material, and/or the work of other students. The original writer who intentionally shares his/her paper for another to copy, without the permission of the teacher, has also engaged in plagiarism.
5. **Alteration of Materials**
   Any intentional and unauthorized alteration of student, teacher, or library instructional or assessment materials. This may include changing answers after the fact.
6. **Theft**
   Any unauthorized taking, concealment, or alteration of student or teacher instructional or assessment materials or equipment, including, but not limited to, the district data network, internet, and other on-line resources.
7. **Use of Generative Artificial Intelligence (Gen AI)**
   Gen AI describes algorithms (such as ChatGPT, Claude, Gemini, etc) that can be used to create new content, including audio, code, images, text, simulations, and videos based on the prompting of humans.
   - 7.1. Students can use Gen AI to support their learning in the following ways:
     - 7.1.1. Educational and Learning Enhancement: Helping students learn and study better
     - 7.1.2. Content Creation, Analysis, Synthesis: Creating and understanding academic content
     - 7.1.3. Collaboration and Feedback: Working together and getting guidance
   - 7.2. Students can not use Gen AI for the following:
     - 7.2.1. Violation of the school's academic integrity/honesty policies
     - 7.2.2. Engage in plagiarism and/or cheating
     - 7.2.3. Create Harm
     - 7.2.4. Violation of digital citizenship

STAFF REPORT COVER SHEET

TO: Board of Directors
AGENDA ITEM: 9.1
DATE: 11/4/24
ITEM: New Board Appointment
SUBMITTED FOR: Action

Background and Summary Information: Per the bylaws and the charter, the board can have 3 to 7 members sitting on the board. Attached is the letter of interest from Dallan Reese to join the board as the Community Representative.

Financial/Educational Impact: Possible compliance and governance impacts.

Staff Recommendation: Abstain

17 October 2024

1623 Dorothy Lane
Yuba City, California 95993

Board of Directors
AeroSTEM Academy
82 Second Street
Yuba City, California 95991

Greetings,

I write as a Sutter County community member to express my interest in serving on the AeroSTEM board. Since before the school's inception in 2017, I've supported aviation- and STEM-focused education in Yuba-Sutter. Executive Director Joe Clark has described a compelling vision for AeroSTEM Academy becoming a center of education excellence for our region; I believe in his approach and vision, and am eager to help manifest it here.

I hope my educational, professional, volunteer, and personal background can add value to the board. My education includes degrees in aerospace engineering from the University of Texas at Austin, and military operational art and science from the USAF Air Command and Staff College. I am a retired air force officer, serving 16 years as a pilot and instructor in five different military training and weapon systems. My current position is Boeing 737 captain at Southwest Airlines, where I've volunteered in their "Adopt-a-Pilot" fifth grade enrichment program over three years including at AeroSTEM. My local volunteer background includes board service for: Northern California Aerospace Initiative; Veridian Symphony Orchestra; EAA Chapter 1593 Marysville-Yuba City; AeroSTEM Academy; and Women in Aviation International - Northern California Chapter. I currently serve as president, Young Eagles Coordinator, and Ray Aviation Scholarship Coordinator for EAA Chapter 1593, in addition to flying Young Eagles in my personal airplane. I bring a distinct perspective on local aviation education as an active FAA-certificated flight instructor (CFI), and maintain strong ties to local flight training and general aviation as a member of the Beale Aero Club.

When we founded AeroSTEM Academy, the board had a compelling vision of education excellence, growth, and longevity that understandably fell out of focus during challenging early years including the COVID-19 pandemic. I firmly believe the board has a critical leadership role in: shaping a clear, compelling, and coherent vision for AeroSTEM's future; communicating that vision; enabling the administration, faculty, and staff to make it reality; and trusting them to do so balanced with accountability. Within this framework, I'm eager to be a part of what I believe is AeroSTEM Academy's bright future!

I'm happy to discuss any questions you may have, and can be reached at my number below. Thank you for your consideration.

Regards,

Dallan Reese
530-923-0116

STAFF REPORT COVER SHEET

TO: Board of Directors
DATE: 11/4/24
ITEM: Unaudited Actuals

AGENDA ITEM: 9.2
SUBMITTED FOR: ACTION

Background and Summary Information: The Unaudited Actuals Financial Reports are presented for Board approval at the September Board Meeting. Although the year-end closing process has been completed, the financial information for the fiscal year will not be final until December when the district's independent auditor's report is submitted to the Board for approval and then submitted to the State for acceptance. The completion of the Unaudited Actuals Report provides an accurate beginning balance for the following fiscal year budget.
This is being brought back to the board due to updates and recommendation from the County.

Financial/Educational Impact: Financial and compliance impact

Staff Recommendation: Staff recommends approval

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2023 to June 30, 2024

CHARTER SCHOOL CERTIFICATION

Charter School Name:	AeroSTEM Academy
CDS #:	51-10512-0138040
Charter Approving Entity:	Sutter County Office of Education
County:	Sutter
Charter #:	2000

NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Nicolaas Hoogeveen	Nicolaas Hoogeveen	Joe Clark
Name	Name	Name
Director, Internal Business Services	Director, Internal Business Services	Executive Director
Title	Title	Title
530-822-2900	530-822-2900	530-742-2531
Telephone	Telephone	Telephone
nicolaash@sutter.k12.ca.us	nicolaash@sutter.k12.ca.us	jclark@aerostem.org
Email address	Email address	Email address

To the entity that approved the charter school:

X 2023-24 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).

Signed: _____ Date: 09/09/2024
Charter School Official
(Original signature required)

Printed Name: Joe Clark Title: Executive Director

To the County Superintendent of Schools:

2023-24 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to Education Code Section 42100(a).

Signed: _____ Date: _____
Authorized Representative of Charter Approving Entity
(Original signature required)

Printed Name: Tom Reusser Title: Sutter County Superintendent

To the Superintendent of Public Instruction:

2023-24 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100(a).

Signed: _____ Date: _____
County Superintendent/Designee
(Original signature required)

CHARTER SCHOOL UNAUDITED ACTUALS

FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2023 to June 30, 2024

Charter School Name: AeroSTEM Academy
CDS #: 51-10512-0138040
Charter Approving Entity: Sutter County Office of Education
County: Sutter
Charter #: 2000

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

X **Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 6910, 7438, 9400-9489, 9660-9669, 9796, and 9797)**

Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 6600, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	910,987.00		910,987.00
Education Protection Account State Aid - Current Year	8012	19,086.00		19,086.00
State Aid - Prior Years	8019	8,365.00		8,365.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	290,811.00		290,811.00
Other LCFF Transfers	8091, 8097	0.00	7,007.00	7,007.00
Total, LCFF Sources		1,229,249.00	7,007.00	1,236,256.00
2. Federal Revenues (see NOTE in Section L)				
Every Student Succeeds Act	8290		0.00	0.00
Special Education - Federal	8181, 8182		32,445.00	32,445.00
Child Nutrition - Federal	8220		40,121.59	40,121.59
Donated Food Commodities	8221		0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	64,689.67	64,689.67
Total, Federal Revenues		0.00	137,256.26	137,256.26
3. Other State Revenues				
Special Education - State	StateRevSE		0.00	0.00
All Other State Revenues	StateRevAO	21,898.00	708,326.16	730,224.16
Total, Other State Revenues		21,898.00	708,326.16	730,224.16
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	340,981.77	79,881.00	420,862.77
Total, Local Revenues		340,981.77	79,881.00	420,862.77
5. TOTAL REVENUES		1,592,128.77	932,470.42	2,524,599.19
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	304,346.58	195,665.50	500,012.08
Certificated Pupil Support Salaries	1200	48,833.62	19,514.44	68,348.06
Certificated Supervisors' and Administrators' Salaries	1300	153,817.32	0.00	153,817.32
Other Certificated Salaries	1900	0.00	0.00	0.00
Total, Certificated Salaries		506,997.52	215,179.94	722,177.46
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	0.00	55,714.38	55,714.38
Noncertificated Support Salaries	2200	23,938.98	16,629.93	40,568.91
Noncertificated Supervisors' and Administrators' Salaries	2300	3,553.68	0.00	3,553.68
Clerical, Technical and Office Salaries	2400	123,352.55	1,600.23	124,952.78
Other Noncertificated Salaries	2900	0.00	0.00	0.00
Total, Noncertificated Salaries		150,845.21	73,944.54	224,789.75
Description	**Object Code**	**Unrestricted**	**Restricted**	**Total**
3. Employee Benefits				
STRS	3101-3102	94,268.56	88,254.14	182,522.70
PERS	3201-3202	34,807.26	19,303.72	54,110.98
OASDI / Medicare / Alternative	3301-3302	16,980.78	8,777.50	25,758.28

	Health and Welfare Benefits	3401-3402	102,245.32	9,103.69	111,349.01
	Unemployment Insurance	3501-3502	328.10	144.62	472.72
	Workers' Compensation Insurance	3601-3602	6,664.15	2,920.59	9,584.74
	OPEB, Allocated	3701-3702	0.00	0.00	0.00
	OPEB, Active Employees	3751-3752	0.00	0.00	0.00
	Other Employee Benefits	3901-3902	0.00	0.00	0.00
	Total, Employee Benefits		255,294.17	128,504.26	383,798.43
4.	Books and Supplies				
	Approved Textbooks and Core Curricula Materials	4100	0.00	3,422.62	3,422.62
	Books and Other Reference Materials	4200	0.00	0.00	0.00
	Materials and Supplies	4300	12,064.41	75,960.72	88,025.13
	Noncapitalized Equipment	4400	6,430.02	8,515.00	14,945.02
	Food	4700	0.00	91,723.05	91,723.05
	Total, Books and Supplies		18,494.43	179,621.39	198,115.82
5.	Services and Other Operating Expenditures				
	Subagreements for Services	5100	0.00	0.00	0.00
	Travel and Conferences	5200	640.43	9,714.38	10,354.81
	Dues and Memberships	5300	425.00	0.00	425.00
	Insurance	5400	44,655.31	0.00	44,655.31
	Operations and Housekeeping Services	5500	49,859.48	23,901.24	73,760.72
	Rentals, Leases, Repairs, and Noncap. Improvements	5600	80,745.43	125,299.59	206,045.02
	Transfers of Direct Costs	5700-5799	0.00	0.00	0.00
	Professional/Consulting Services and Operating Expend.	5800	128,880.90	187,105.16	315,986.06
	Communications	5900	18,621.14	2,296.00	20,917.14
	Total, Services and Other Operating Expenditures		323,827.69	348,316.37	672,144.06
6.	Capital Outlay				
	(Objects 6100-6170, 6200-6500 modified accrual basis only)				
	Land and Land Improvements	6100-6170			0.00
	Buildings and Improvements of Buildings	6200			0.00
	Books and Media for New School Libraries or Major				
	Expansion of School Libraries	6300			0.00
	Equipment	6400			0.00
	Equipment Replacement	6500			0.00
	Lease Assets	6600			0.00
	Subscription Assets	6700	9,668.46	106,398.57	116,067.03
	Depreciation Expense (accrual basis only)	6900	121,000.00	0.00	121,000.00
	Amortization Expense - Lease Assets	6910	0.00	0.00	0.00
	Amortization Expense - Subscription Assets	6920	0.00	0.00	0.00
	Total, Capital Outlay		130,668.46	106,398.57	237,067.03
7.	Other Outgo				
	Tuition to Other Schools	7110-7143	0.00	0.00	0.00
	Transfers of Pass-Through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00
	Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE		0.00	0.00
	Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00
	All Other Transfers	7281-7299	0.00	0.00	0.00
	Transfers of Indirect Costs	7300-7399	(13,707.58)	13,707.58	0.00
	Debt Service:				
	Interest	7438	0.00	0.00	0.00
	Principal (for modified accrual basis only)	7439			0.00
	Total Debt Service		0.00	0.00	0.00
	Total, Other Outgo		(13,707.58)	13,707.58	0.00
8.	TOTAL EXPENDITURES		1,372,419.90	1,065,672.65	2,438,092.55

Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		219,708.87	(133,202.23)	86,506.64
D. OTHER FINANCING SOURCES / USES				

	Description	Object Code	Unrestricted	Restricted	Total
1.	Other Sources	8930-8979	0.00	0.00	0.00
2.	Less: Other Uses	7630-7699	0.00	0.00	0.00
3.	Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(144,675.06)	144,675.06	0.00
4.	TOTAL OTHER FINANCING SOURCES / USES		(144,675.06)	144,675.06	0.00
E.	**NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)**		75,033.81	11,472.83	86,506.64
F.	**FUND BALANCE / NET POSITION**				
1.	Beginning Fund Balance/Net Position				
	a. As of July 1	9791	67,328.56	463,612.30	530,940.86
	b. Adjustments/Restatements	9793, 9795	(222,264.88)	(68,265.89)	(290,530.77)
	c. Adjusted Beginning Fund Balance /Net Position		(154,936.32)	395,346.41	240,410.09
2.	Ending Fund Balance /Net Position, June 30 (E+F1c)		(79,902.51)	406,819.24	326,916.73
	Components of Ending Fund Balance (Modified Accrual Basis only)				
	a. Nonspendable				
	1. Revolving Cash (equals Object 9130)	9711			0.00
	2. Stores (equals Object 9320)	9712			0.00
	3. Prepaid Expenditures (equals Object 9330)	9713			0.00
	4. All Others	9719			0.00
	b. Restricted	9740			0.00
	c. Committed				
	1. Stabilization Arrangements	9750			0.00
	2. Other Commitments	9760			0.00
	d. Assigned	9780			0.00
	e. Unassigned/Unappropriated				
	1. Reserve for Economic Uncertainties	9789			0.00
	2. Unassigned/Unappropriated Amount	9790M			0.00
3.	**Components of Ending Net Position (Accrual Basis only)**				
	a. Net Investment in Capital Assets	9796	(79,902.51)	0.00	(79,902.51)
	b. Restricted Net Position	9797		406,819.24	406,819.24
	c. Unrestricted Net Position	9790A	0.00	0.00	0.00
G.	**ASSETS**				
1.	Cash				
	In County Treasury	9110	1,149,624.67	172,389.31	1,322,013.98
	Fair Value Adjustment to Cash in County Treasury	9111	(36,324.00)	0.00	(36,324.00)
	In Banks	9120	121,087.11	0.00	121,087.11
	In Revolving Fund	9130	0.00	0.00	0.00
	With Fiscal Agent/Trustee	9135	0.00	0.00	0.00
	Collections Awaiting Deposit	9140	0.00	0.00	0.00
2.	Investments	9150	0.00	0.00	0.00
3.	Accounts Receivable	9200	65,382.68	160,142.03	225,524.71
4.	Due from Grantor Governments	9290	0.00	304,348.21	304,348.21
5.	Stores	9320	0.00	0.00	0.00
6.	Prepaid Expenditures (Expenses)	9330	0.00	0.00	0.00
7.	Other Current Assets	9340	2,500.00	0.00	2,500.00
8.	Lease Receivable	9380	0.00	0.00	0.00
9.	Capital Assets (accrual basis only)	9400-9489	29,591.34	0.00	29,591.34
10.	TOTAL ASSETS		1,331,861.80	636,879.55	1,968,741.35
H.	**DEFERRED OUTFLOWS OF RESOURCES**				
1.	Deferred Outflows of Resources	9490	0.00	0.00	0.00
2.	TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
I.	**LIABILITIES**				
1.	Accounts Payable	9500	70,233.02	75,925.60	146,158.62
2.	Due to Grantor Governments	9590	19,808.45	98,693.94	118,502.39
3.	Current Loans	9640	549,999.96	0.00	549,999.96

4.	Unearned Revenue	9650	34,800.88	156,804.32	191,605.20
5.	Long-Term Liabilities (accrual basis only)	9660-9669	0.00	0.00	0.00
6.	TOTAL LIABILITIES		674,842.31	331,423.86	1,006,266.17
J.	**DEFERRED INFLOWS OF RESOURCES**				
1.	Deferred Inflows of Resources	9690	0.00	0.00	0.00
2.	TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
K.	**FUND BALANCE /NET POSITION**				
	Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2)		(must = Line F2)	(must = Line F2)	
	(must agree with Line F2)		657,019.49	305,455.69	962,475.18

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

	Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a.	NONE	$ 0.00	0.00	0.00
b.	NONE	0.00	0.00	0.00
c.	NONE	0.00	0.00	0.00
d.	NONE	0.00	0.00	0.00
e.	NONE	0.00	0.00	0.00
f.	NONE	0.00	0.00	0.00
g.	NONE	0.00	0.00	0.00
h.	NONE	0.00	0.00	0.00
i.	NONE	0.00	0.00	0.00
j.	NONE	0.00	0.00	0.00
	TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

	Objects of Expenditures		Amount (Enter "0.00" if none)
a.	Certificated Salaries	1000-1999	0.00
b.	Noncertificated Salaries	2000-2999	0.00
c.	Employee Benefits	3000-3999	0.00
d.	Books and Supplies	4000-4999	0.00
e.	Services and Other Operating Expenditures	5000-5999	0.00
	TOTAL COMMUNITY SERVICES EXPENDITURES		0.00

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

	Date of Presidential Disaster Declaration	Brief Description (If no amounts, indicate "None")	Amount
a.		NONE	0.00
b.		NONE	0.00
c.		NONE	0.00
d.		NONE	0.00
	TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)		0.00

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2022-23 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2025-26.

a.	Total Expenditures (B8)	2,438,092.55
b.	Less Federal Expenditures (Total A2)	
	[Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	137,256.26
c.	Subtotal of State & Local Expenditures	2,300,836.29
	[a minus b]	
d.	Less Community Services	0.00
	[L2 Total]	
e.	Less Capital Outlay & Debt Service	237,067.03
	[Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910]	
f.	Less Supplemental Expenditures made as the result of a Presidentially	0.00

Declared Disaster		
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE	$	2,063,769.26
[c minus d minus e minus f]		

STAFF REPORT COVER SHEET

TO: Board of Directors
DATE: 11/4/24
ITEM: Independent Auditor

AGENDA ITEM: 9.3
SUBMITTED FOR: ACTION

Background and Summary Information: Education Code Section 41020 requires school districts to conduct an annual audit of all funds under the jurisdiction of the Governing Board. AeroSTEM Academy's contract with Christy White and Associates to conduct this annual audit will end with the completion of the 23/24 year audit.

Christy White and Associates has completed the audit for the previous five fiscal years. This is the proposal to continue with Christy White and Associates for the next three school years.

Financial/Educational Impact: Financial and compliance impact

Staff Recommendation: Staff recommends approval

October 21, 2024

Governing Board and Management
AeroSTEM Academy
82 Second St.
Yuba City, CA 95991-5531

We are pleased to confirm our understanding of the services we are to provide for AeroSTEM Academy for the fiscal years ending June 30, 2025, 2026, and 2027.

Audit Scope
We will audit the financial statements of AeroSTEM Academy, (the "Organization"), which comprise the statement of financial position as of June 30, 2025, 2026, and 2027, the related statements of activities, functional expenses and cash flows for the year then ended. Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. LEA Organization Structure
2. Schedule of Expenditures of Federal Awards (if Uniform Guidance applies*)
3. Schedule of Average Daily Attendance
4. Schedule of Instructional Time
5. Reconciliation of Financial Reports – Alternative Form with Audited Financial Statements

**A Federal Single Audit under Uniform Guidance is applicable in any year that the Organization expends more than the Single Audit Threshold in Federal funds.*

Audit Objectives
The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America, and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), *Audits of States, Local Governments, and Non-Profit Organizations*, if applicable

- An opinion (or disclaimer of opinion) on compliance with the types of compliance requirements described in the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting,* prescribed in Title 5, *California Code of Regulations,* section 19810.

Auditor's Responsibilities

We will conduct our audit in accordance with GAAS, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, and the provisions of the Uniform Guidance, and the *Guide for Annual Audits of K-12 Local Education Agencies and the State Compliance Reporting* and will include test of accounting records, a determination of major program(s) in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will pan and preform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations are attributable to the Organization or to acts by management of employees acting on behalf of the Organization. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste of abuse in financial audit nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and becausewe will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

Audit Procedures-Internal Controls
We will obtain an understanding of the Organization and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due toerror or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance (if applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance
As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Organization's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

When applicable, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Guidance Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Organization's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Organization's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance. A Federal Single Audit under Uniform Guidance becomes applicable when the Organization expends more than $750,000 in Federal funds in any given year.

Tax Preparation and Other Services
We will prepare your annual informational returns for the IRS (Form 990 or 990-EZ, as appropriate) and Franchise Tax Board (Form 199) with supporting schedules, and perform related research as considered necessary for the fiscal year(s) ending June 30, 2025, 2026, and 2027. We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Organization in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. Our work in connection with the preparation of the tax returns does not include any procedures designed to discover defalcations or other irregularities, should any exist. The returns will be prepared solely from information provided to us without verification by us.

These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statements, schedule of expenditures of federal awards, related notes, and tax services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the informational returns, but management must make all decisions with regard to those matters.

Certain communications involving tax advice are privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone or by turning over information about those communications to the government, you, your employees, or agents, may be waiving this privilege. To protect this right to privileged communication, please consult with us or your attorney prior to disclosing any information about our tax advice. Should you decide that it is appropriate for us to disclose any potentially privileged communication; you agree to provide us with written advance authority to make that disclosure.

The IRS permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the due date of the return. Your consent to such a discussion is evidenced by checking a box on the return. Unless you tell us otherwise, we will check that box authorizing the IRS to discuss your return with us.

If, during our tax preparation, we discover information that affects your prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, please contact us for the best resolution of the issue.

Management Responsibilities
Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance (if applicable); (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, if applicable, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance (if applicable); (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance (if applicable); (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the organization's website, you understand that electronic sites are a means to distribute information, and therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

With regard to tax preparation, it is your responsibility to provide us with all the information required for preparing complete and accurate returns. You are responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the return(s) to us. You also have final responsibility for the tax return and, therefore, the appropriate officials should review the return carefully before an authorized officer signs and files it.

You agree to assume all management responsibilities for the tax services, financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter the tax services provided and our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Reporting

We will issue written reports upon completion of our audit. Our reports will be addressed to the Governing Board of AeroSTEM Academy. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. If issued, the Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Christy White, Inc, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide an electronic and up to ten copies of our reports to the Organization, however, management is responsible for distribution of the reports and the financial statements. We will file the report by the published deadline with the Office of the State Controller, California Department of Education, the authorizing agency(ies) of the Organization's charter school(s), and, if different, the applicable County Office of Education/Superintendent of Schools where each charter school operates. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

If a Federal Single Audit under Uniform Guidance is performed, we will complete the appropriate section of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through and/or granting entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the audit period.

By your signature below, you acknowledge the audit documentation for this engagement is the property of Christy White, Inc and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of the State Controller or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White, Inc personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Office of the State Controller. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. Christy White, Inc does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any government or regulatory agencies. Christy White, Inc does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

We expect to begin our audit as soon as possible and to issue our reports by the published deadline. The maximum annual fee for professional services under the terms of this agreement shall not exceed the following agreed upon amounts:

	2024-25	2025-26	2026-27
Audit Services*	$ 14,500	$ 15,370	$ 16,290
Tax Preparation:	1,800	1,800	1,800
Total Cost of Professional Services	$ 16,300	$ 17,170	$ 18,090

**If a Federal Single Audit under OMB Uniform Guidance (UG) becomes applicable during any given year, an additional $5,000 will be added to the annual audit fee. A Federal Single Audit under OMB UG is applicable in any given year that the Organization expends more than the Single Audit Threshold in Federal funds.*

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for (1) significant changes in audit requirements as stated in *Government Auditing Standards* or the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* issued by the Education Audit Appeals Panel, or (2) any changes in the number of charter schools or other programs operated by the AeroSTEM Academy during the period under this agreement, shall be in addition to the above maximum fee.

Optional tax preparation services will only be performed if noted as agreed upon by selection of "audit and tax preparation" in your response. Selection of "audit only" will exclude our responsibilities to perform the tax preparation services noted within this letter unless these services are outlined in a separate engagement letter. Our responsibilities do not include preparation of any other tax returns not previously mentioned that may be due to any taxing authority.

Our invoices for these fees will be rendered upon completion of fieldwork as follows: 25% of contract upon completion of site testing and/or planning, 25% of contract upon completion of interim testing and 50% of contract upon completion of year end fieldwork and are payable on presentation. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. For tax preparation services, each annual engagement will be complete upon the delivery of completed tax returns to you.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 local education agencies pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

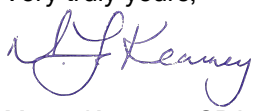
The first period to be audited shall be for the fiscal year ending June 30, 2025, and is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the Organization. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2027 may be secured on a year-by-year basis, subject to the agreement of the Organization and the auditor.

In accordance with *Government Auditing Standards,* upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

Christy White, Inc. has a non-licensee owner who may provide client services in your contract under the supervision of licensed owner.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Marcy Kearney, CPA
Partner
Christy White, Inc.

RESPONSE:
This letter correctly sets forth the understanding of AeroSTEM Academy.

Please check your selection:

_____Audit Only _____Audit and Tax Preparation

Signature	Title	Date

STAFF REPORT COVER SHEET

TO: Board of Directors
AGENDA ITEM: 9.4
DATE: 11/4/24
ITEM: 24-05 Preparation of Board Agenda - BP
SUBMITTED FOR: Action

Background and Summary Information: The Board of Directors shall comply with the Brown Act and other applicable laws of the State of California with regard to open meetings and Board agendas.

Financial/Educational Impact: Possible Governance and/or Compliance impacts

Staff Recommendation: Staff Recommends Approval

Preparation of Board Agenda

Section 200: School Board **Board Policy 24-05**

The Board of Directors shall comply with the Brown Act and other applicable laws of the State of California with regard to open meetings and Board agendas.

PREPARATION OF SCHOOL BOARD AGENDA

The Executive Director or Designee shall be responsible for preparing the agendas for all Special and Regular Meetings of the Board.

AGENDA POSTING

Agendas for Regular Charter School Board Meetings shall be posted 72 hours in advance of such Meetings on the school's campus for public preview. Special Meeting agendas shall be posted at least 24 hours in advance of such Meetings. The Executive Director or Designee is responsible for posting of the agenda.

AGENDA DISTRIBUTION

The Board agenda with supporting information for a Regular Board Meeting should be delivered to Board members as soon as is practicable, but preferably 72 hours prior to the meeting. For Special Board Meetings, the agenda and supporting information should be delivered at least 24 hours prior to the Meeting. The Executive Director or Designee is responsible for the distribution of Board packets. For purposes of providing proper notice under the law, the Board shall comply with the Americans with Disabilities Act.

ANONYMOUS LETTERS

It shall be the policy of the Board not to introduce anonymous letters in agendas for Board Meetings.

EXECUTIVE DIRECTOR OR DESIGNEE DUTIES CONCERNING AGENDAS

1. The Executive Director or Designee shall include on the agenda all items known to him/her to require action by the Board and other topics containing information necessary for the Board to carry out its responsibilities.
2. The Executive Director or Designee shall include on the agenda items which relate to school business as are requested for inclusion by members of the Board.
3. The Executive Director or Designee is responsible for preparing all supporting information which may accompany each agenda topic originating from the administration or the Board.

Adopted/Ratified:
Revision:

REQUESTS FOR AGENDA ITEMS

1. A citizen may request that a topic directly related to school business be placed on the agenda. The Executive Director or Designee or Board President shall determine whether the citizen request is or is not an item directly related to school business. Further, citizen requested items may not be placed on the agenda if the item(s) are repetitive of a previous item placed on an agenda and considered by the Board.
2. Requests for items to be included on the Board agenda by the Board or Board members, Charter School employees or citizens shall be in writing and submitted to the Executive Director or Designee office seven (7) working days prior to the next regularly scheduled Board meeting.
3. Members of the Board or the Executive Director may request that a topic be placed on the agenda which has been recently considered and acted upon by the Board providing there is new and relevant information on the topic, but only for the purpose of the Board deciding whether or not to reconsider the agenda topic, it shall do so at the next Regular Board Meeting.
4. Citizens who request to have a topic on the agenda are encouraged to submit, in writing, supporting information detailing their reason for having the topic placed on the agenda and what is being requested of the Board. This is intended to provide background information for Board members to help expedite the Board's handling of the topic at the Board meeting.

BOARD ACTION/VOTING

1. The Board may only take action on items formally listed on the Board agenda except in emergency or other circumstances as authorized by law.
2. When there is a tie vote, the topic under consideration does not pass or fail.
3. When there is a tie vote on the agenda topic under consideration, the item shall be resubmitted to the Board at its next Regular Meeting.

STAFF REPORT COVER SHEET

TO: Board of Directors
AGENDA ITEM: 9.5
DATE: 11/4/24
ITEM: 24-06 Regular & Special Board Meetings - BP
SUBMITTED FOR: Action

Background and Summary Information: Regular Meetings of the Board shall be held consistent with the calendar for such meetings as established by the Board each year. Special Meetings may be called on an as-needed basis, consistent with legal requirements.

Financial/Educational Impact: Possible Governance and/or Compliance impacts

Staff Recommendation: Staff Recommends Approval

Section 200: School Board **Board Policy 24-06**

REGULAR MEETINGS

Regular Meetings of the Board shall be held consistent with the calendar for such meetings as established by the Board each year.

SPECIAL MEETINGS

Special Meetings may be called on an as-needed basis, consistent with legal requirements.

NOTIFICATION OF MEETINGS

Not later than 72 hours prior to a Regular Meeting and not later than twenty-four (24) hours prior to a Special Meeting, the Director shall provide notice of the time and place of the meeting, and the agenda shall be provided to all Board members and those persons or entities who have previously requested notice of such meetings.

MEETINGS OPEN TO THE PUBLIC

1. Open Session
   - 1.1. All meetings of the Board shall be open to the public and the press except Closed Sessions, as authorized by law.
2. Presentations to the Board/Agenda Items
   - 2.1. Any person may address the Board concerning any item on the agenda and may, at the discretion of the Board, be granted three (3) minutes to make a presentation to the Board at the time the specific item is under discussion.
   - 2.2. The President of the Board may grant additional time for an individual to address the Board if circumstances permit.
   - 2.3. The total time devoted to presentations to the Board on agenda items shall not exceed one-half hour unless additional time is granted by the Board.
   - 2.4. The President or Chair may curtail individual presentations if repetitive of points raised by others, particularly if it appears the total allotted time may be exceeded.
   - 2.5. All presentations shall be heard by the Board prior to the formal discussion of the agenda topic by the Board and consideration of action.
3. Oral Communications
   - 3.1. Citizens may address the Board on any item not listed on the Board meeting agenda.
   - 3.2. Speakers will be limited to three (3) minutes.
   - 3.3. No more than a total of fifteen (15) minutes shall be devoted to all non-agenda items at a regular meeting.
   - 3.4. The President or Chair may disallow a request to address the Board if repetitive of other speakers, or if the speaker seeks to make a presentation that he or another speaker has

made at a previous meeting, particularly if it appears that the total allotted time may be exceeded.

3.5. Members of the public attempting to make complaints or charges against an employee before the Board in open session will be referred to the appropriate staff for the purpose of receiving a complaint form and filing a complaint under the School's established complaint procedures.

4. Disturbance of Meetings
   4.1. Any person who willfully disturbs any Board meeting will be asked to leave immediately and may be guilty of a misdemeanor punishable by law.
5. Requests to Address the Board
   5.1. Prior to the beginning of the meeting, citizens seeking to address the Board on an item on the agenda or during time allocated for oral communications shall complete a speaker request card, "Request to Address the Board" (located in the Board Meeting Room), and give it to the Board President or Secretary to the Board.

Minutes of Board Meetings

The minutes of open session meetings of the Board shall record all motions, show the names of Board members making and seconding motions and state the vote upon the motion. The open session minutes shall also record all resolutions, the recommendations of the administration and the substance of the Board's discussion or the substance of statements pertinent to Board's business made by members of the staff or public. Original minutes shall be bound in chronological order, volumed by fiscal year and paged consecutively.

The following documents shall be bound with the official minutes and referred to in the text of the minutes to which they apply:

1. Copies of all resolutions unless required by other agencies, in which case photocopies of the originals may be substituted;
2. Copy of all budget transfers;
3. Copies of any document determined by the Board to be attached to the official minutes; and
4. Other documents which, in the opinion of the Secretary, are necessary to fully substantiate or record Board action.

QUORUM REQUIREMENTS

A majority of the voting members of the Board shall constitute a quorum of Board which is necessary for the Board to transact business. All motions, in order to pass, need positive action by at least a majority of the Board. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of Directors, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting

STAFF REPORT COVER SHEET

TO: Board of Directors
AGENDA ITEM: 9.6
DATE: 11/4/24
ITEM: 24-07 Role of the Board - BP
SUBMITTED FOR: Action

Background and Summary Information: Recognizing that charter schools are governed by boards, not by individual board members, and the relationship between the Board of Directors (Board) and AeroSTEM Academy's (AeroSTEM) Executive Director (ED) is crucial to the effective operation of the school, ensuring that the academic program of AeroSTEM is successful, that the school's programs and operations are faithful to the terms of its charter, and that the school is a viable organization, this policy clarifies the Board's and the ED's primary roles in governing and operating AeroSTEM.

Financial/Educational Impact: Possible Governance and/or Compliance impacts

Staff Recommendation: Staff Recommends Approval

Role of the Board

Section 200: School Board **Board Policy 24-07**

Introduction

Recognizing that charter schools are governed by boards, not by individual board members, and the relationship between the Board of Directors (Board) and AeroSTEM Academy's (AeroSTEM) Executive Director (ED) is crucial to the effective operation of the school, ensuring that the academic program of AeroSTEM is successful, that the school's programs and operations are faithful to the terms of its charter, and that the school is a viable organization, this policy clarifies the Board's and the ED's primary roles in governing and operating AeroSTEM.

The Composition of the AeroSTEM Board of Directors

AeroSTEM is governed by a corporate Board of Directors (Board) in accordance with applicable California Corporations Code Sections and its adopted bylaws. The Board has a legal fiduciary responsibility for the wellbeing of AeroSTEM, and shall be comprised as follows:

1. The authorized number of Directors shall be not less than three (3) or more than seven (7). The Board shall be composed of the following Directors:
   - 1.1. minimum of two (2) community members
   - 1.2. minimum of one (1) parent of an AeroSTEM student selected with assistance from the ED.
   - 1.3. The governing board of the sponsoring district (Sutter County Superintendent of Schools) shall be entitled to a single representative on the Board, with the right to attend and participate in meetings of the full Board.
   - 1.4. The Northern California Aerospace Initiative (NCAI) may recommend community board members.
2. All positions shall be filled by residents of the AeroSTEM Academy school attendance boundary.
3. All directors, except for the representative appointed by the charter authorizer, shall be designated by the existing Board of Directors.

The Board of Directors Primary Roles and Responsibilities

1. Determine the mission and purpose of AeroSTEM and keep it clearly in focus. This includes the development, review, or revision of AeroSTEM' accountability and mission.
2. Hiring, supporting, and evaluating the ED of AeroSTEM so that the vision, goals and policies of the school can be effectively implemented. This includes, but is not limited to, providing frequent and constructive feedback, providing direction to the ED pursuant to established policies, assisting when board members overstep prerogatives or misunderstand their roles, and complimenting for exceptional accomplishments.
3. Conducting regular and timely evaluations of the ED based on the vision, goals and performance of the school, and ensuring that the ED does the same for other personnel of AeroSTEM.

Adopted/Ratified:
Revision:

4. Adopting a fiscally responsible budget based on AeroSTEM' vision and goals, and regularly monitoring the fiscal health of AeroSTEM.
5. Act as the fiscal agent by receiving funds for the operation of AeroSTEM in accordance with charter school laws and the receipt of grants and donations consistent with the mission of AeroSTEM.
6. Contracting with an external auditor to produce an annual financial audit according to generally accepted accounting practices and approval of these annual fiscal and performance audits.
7. Determine, monitor and strengthen AeroSTEM programs and services, by ensuring that programs and services are consistent with the mission and the charter, approving measurable organizational outcomes, approving annual, attainable board and management level goals, monitoring progress in achieving the outcomes and goals, and assessing the quality of the program and services.
8. The Board may establish committees of parents, students, educators, and community members as necessary, in the support of school programs and the development of a common vision for AeroSTEM which is focused on learning and achievement and that is responsive to the needs of all students.
9. Exercising control of the school in accordance with the State and Federal Constitution, and applicable laws and regulations.
10. Executing all other responsibilities provided for in the California Corporations Code.
11. Development and approval of the school calendar and schedule of Board meetings.
12. Adopting, evaluating, and updating Board policies and procedures consistent with the law and the school's mission.
13. Participation in the dispute resolution procedure and complaint procedures when necessary.
14. Maintaining accountability for student learning by adopting the school's curriculum and monitoring student progress.
15. Consulting with the ED on his or her recommendations and taking action in consideration of them.
16. Ensuring that a safe and appropriate educational environment is provided to all students.
17. Hearing communications, written and/or oral, from citizens and organizations on matters of administration, finance, organization, policy and program.
18. Approval of charter amendments.
19. Approval of personnel discipline (suspensions or dismissals) as needed and/or requested by the ED and in accordance with school policy.
20. Conducting annual elections of officers and as needed appointment of new board members.

Each individual member of the Board of Directors shall:

1. Believe in and be an active advocate and ambassador for the values, mission, and vision of AeroSTEM.
2. Work with fellow board members to fulfill the obligations of board membership.
3. Understand that the authority rests with the Board as a whole and not with individuals. This includes ensuring that no board member represents her/himself as speaking on behalf of the Board unless specifically authorized to do so.
4. Behave in ways that clearly contribute to the effective operations of the Board. This includes, but is not limited to:
   - 4.1. Acting with dignity and understanding the implications of demeanor and behavior;
   - 4.2. Focusing on the good of the organization and group, not on a personal agenda;
   - 4.3. Supporting board decisions once they are made;
   - 4.4. Keeping confidential matters confidential;
   - 4.5. Recognizing and respecting differences of perspective and style on the Board and among staff, students, parents and the community;
   - 4.6. Participating in an honest appraisal of one's own performance and that of the Board; and
   - 4.7. Building awareness of and vigilance towards governance matters rather than management.
5. Regularly attend board and committee meetings. From July 1 to June 30, board members attend 80% of board meetings for the calendar year. Board members will not miss more than two consecutive meetings in a row.
6. Prepare for these meetings by reviewing materials and bringing the materials to meetings. If unable to attend, notify the Board President, ED, and/or the secretary to the Board.
7. Be prepared to contribute toward board service by attending monthly board meetings, being willing to participate on a board committee, reading materials, preparing for meetings, attending events at AeroSTEM, participating in professional development, committing the time and energy necessary to be an informed and effective leader, and assisting with other tasks as needed.
8. Keep informed about AeroSTEM and its issues by reviewing materials, participating in discussions, and asking strategic questions.
9. Inform the Board of AeroSTEM of any potential conflicts of interest, whether real or perceived, and abide by the decision of the board related to the situation.

STAFF REPORT COVER SHEET

TO: Board of Directors
AGENDA ITEM: 9.7
DATE: 11/4/24
ITEM: 24-08 Role of the Executive Director on the Board - BP
SUBMITTED FOR: Action

Background and Summary Information: Under the oversight of the 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..

Financial/Educational Impact: Possible Governance and/or Compliance impacts

Staff Recommendation: Staff Recommends Approval

Role of the Executive Director on the Board

Section 300: Administration **Board Policy 24-08**

Under the oversight of the 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.

The Executive Director's primary roles include:

1. Recognizing and respecting the differences of perspective and style on the Board and among staff, students, parents and the community and ensuring that a diverse range of views inform Board decisions.
2. Working with the Board as a "governance team" and assuring collective responsibility for building a unity of purpose, communicating a common vision and creating a positive organizational culture.
3. Understanding and helping others to understand the distinction between board and staff roles.
4. Understanding that authority rests with the Board as a whole; providing guidance to the Board to assist in decisionmaking; and providing leadership based on the direction of the Board as a whole.
5. Communicating openly with trust and integrity including providing all members of the Board with equal access to information, and recognizing the importance of both responsive and anticipatory communications.
6. Provide general oversight of all AeroSTEM activities, manage the daytoday operations, and assure a smoothly functioning, efficient charter school.
7. Maintain program quality and charter school stability and sustainability through development and implementation of standards and controls, systems and procedures, and regular evaluation.
8. Maintain a work environment that recruits, retains, and supports quality staff.
9. Set measurables for staff and evaluate performance regularly by instituting accountability systems to ensure that charter promises are met and exceeded.
10. Develop and supervise the processes for recruitment, selection, hiring, initial training, ongoing professional development, and evaluation of teachers and staff.
11. Assist school staff in facilitating board meetings by helping to set the location of the meetings, developing board meeting agendas, and by providing safe storage of agendas, minutes and supporting documents/reports.
12. Inform the Board and its committees about trends, issues, problems and activities in order to facilitate policy-making and provide recommendations to the Board on policy positions.
13. Help the Board articulate its own role and accountabilities, including its committees and individual members, and help evaluate performance regularly.

Adopted/Ratified:
Revision:

14. Work with the Board President to enable the Board to fulfill its governance functions and facilitate the optimum performance by the Board, its committees, and individual board members.
15. Along with the Board President, assist in focusing board attention on long-range strategic issues.
16. Communicate with legal counsel to ensure the filing of all legal and regulatory documents and to monitor compliance with relevant laws and regulations.
17. Oversee the fiscal activities of AeroSTEM, including budgeting, reporting, and auditing in accordance with generally accepted accounting principles and make regular financial reports to the Board.
18. Promote programs and services that are produced in a cost effective manner, employing economy while maintaining an acceptable level of quality.
19. Work with the Board to ensure necessary financial planning to support short and long term goals.
20. Foster an amicable relationship between SCSOS and AeroSTEM and facilitate a sharing of resources between both entities.
21. Act as an advocate, within the public and private sectors, for issues relevant to AeroSTEM, its services, and constituencies.
22. Establish procedures designed to carry out Board policies.
23. Create and submit for approval by the Board a school calendar.
24. Present fiscal audit to the Board and after said review present a fiscal audit to the County Superintendent of Schools, the State Controller and the California Department of Education.

The above duties may be delegated or contracted as approved by the Board to a business administrator of AeroSTEM or other employee, a parent volunteer (only in accordance with student and teacher confidentiality rights) or to a third party provider.

STAFF REPORT COVER SHEET

TO: Board of Directors
AGENDA ITEM: 9.8
DATE: 11/4/24
ITEM: 24-09 Code of Ethics for Board Members - BP
SUBMITTED FOR: Action

Background and Summary Information: This policy will set expectations of individual board members while operating in an official capacity as a board member.

Financial/Educational Impact: Possible Governance and/or Compliance impacts

Staff Recommendation: Staff Recommends Approval

Code of Ethics for Board Members

Section 200: School Board **Board Policy 24-09**

As a member of the Board, I shall promote the best interests of AeroSTEM Academy ("AeroSTEM") by showing respect for the community we work with and serve, approaching all actions with integrity, being responsible for our decisions and their consequences, and, to that end, adhere to the following ethical standards:

Equity in attitude

1. I will be fair, just, and impartial in all of my decisions and actions.
2. I will accord others the respect I wish for myself.
3. I will encourage expressions of different opinions and listen with an open mind to others' ideas.
4. I will recognize that the authority of the Board rests only with the Board as a whole and not with individual members and act accordingly.

Support of Administration

1. I will support the delegation of authority for the day-to-day administration of AeroSTEM to the Executive Director and act accordingly.
2. I will honor the chain of command and address issues or complaints consistent with Board Policy.
3. I will support the authority of the Executive Director and AeroSTEM Administration.
4. I will use reasonable efforts to keep the Executive Director informed of concerns brought to my attention and/or specific recommendations that I have.

Trustworthiness in stewardship

1. I will be accountable to the public by representing AeroSTEM policies, programs, priorities, and progress accurately.
2. I will express opinions before votes are cast, but after the board and/or committee vote, abide by and support all majority decisions of the Board and/or Committee.
3. I will be responsive to the community by seeking its participation at AeroSTEM and by communicating AeroSTEM Board priorities and concerns.
4. I will work to ensure prudent and accountable use of AeroSTEM resources.
5. I will make no personal promise or take private action that may compromise my performance or my responsibilities.
6. I will refrain from using my position for personal or partisan gain or to benefit any person or entity over the interest of AeroSTEM.

Adopted/Ratified:
Revision:

Honor in conduct

1. I will tell the truth.
2. I will share my views while working for consensus.
3. I will respect the majority decision as the decision of the Board.
4. I will base my decisions on fact rather than supposition, opinion, or public favor.

Integrity of character

1. I will refuse to surrender judgment to any individual or group at the expense of AeroSTEM as a whole.
2. I will consistently uphold all applicable laws, rules, policies, and governance procedures.
3. I will announce potential conflicts of interest before board action is taken.
4. I will comply with the conflicts of interest policy (Policy #17-07) of the Board and all other applicable laws, rules and guidelines.
5. I will not disclose information that is confidential by law or that will cause harm to others .

Commitment to service

1. I will focus my attention on fulfilling Board and/or Committee responsibilities.
2. I will diligently prepare for and attend Board and/or Committee meetings.
3. I will devote sufficient time, thought and study to the performance of the duties and responsibilities of a member of the Board and/or Committee.
4. I will avoid personal involvement in activities the Board has delegated to the Executive Director.
5. I will seek continuing education that will enhance my ability to fulfill my duties effectively.
6. I will be continuously guided by what is best for all students of AeroSTEM.

STAFF REPORT COVER SHEET

TO: Board of Directors
AGENDA ITEM: 9.9
DATE: 11/4/24
ITEM: 24-10 Appointment Process for Board - BP
SUBMITTED FOR: Action

Background and Summary Information: The relationship between the Board of Directors (Board), its committees, staff and educational partners requires balance and communication. The makeup of the Board and its committees is essential to the long term efficacy of AeroSTEM Academy (AeroSTEM) with strong leadership and dedicated members being necessary for success. This policy shall apply to all Community, Parent, and at-large Representative appointments to the Board and all board committees.

Financial/Educational Impact: Possible Governance and/or Compliance impacts

Staff Recommendation: Staff Recommends Approval

Appointment Process for Board

Section 200: School Board **Board Policy 24-10**

Introduction

The relationship between the Board of Directors (Board), its committees, staff and educational partners requires balance and communication. The makeup of the Board and its committees is essential to the long term efficacy of AeroSTEM Academy (AeroSTEM) with strong leadership and dedicated members being necessary for success. This policy shall apply to all Community, Parent, and at-large Representative appointments to the Board and all board committees.

Appointment Process

The Executive Director shall have primary responsibility for finding and recruiting new candidates for the Board of Directors. The Executive Director will look to the AeroSTEM Board and educational partners to participate in recruiting candidates to serve as new directors. Educational partners include, but are not limited to, parents of students attending AeroSTEM; staff members or employees of AeroSTEM, and interested community members.

The Executive Director and Board shall carefully and strategically assemble a strong team with:

1. relevant and complementary skills,
2. a diversity of life experiences and training,
3. an ability to work well as of part of a group,
4. a willingness to devote substantial time to AeroSTEM
5. who passionately believe in AeroSTEM's mission.

These factors are being used to ensure AeroSTEM continues to have a strong team able to come up with effective solutions to any issues that may arise.

The appointment process shall be as follows:

1. Annually, conduct a skills inventory of the Board and develop a prioritized list of needs to be approved by the Board.
2. Candidates are to be recommended to the President and Executive Director for review.
3. Candidates submit a letter of interest.
4. The Executive Director will conduct an initial phone screening to explore the background and qualifications of candidates.
5. If the candidate seems likely to be a good fit for the Board, he or she will be invited to AeroSTEM to meet with a Board Member and the Executive Director and to participate in an in person interview. The candidate will also be asked to forward a copy of his or her résumé and letter of interest to the Executive Director and President prior to this meeting. Candidates will be given copies of applicable Board Policies during this meeting detailing job descriptions and expectations of Board Members and Committee Job Descriptions. Candidates shall be questioned about their ability to comply with all requirements.

Adopted/Ratified:
Revision:

6. If the candidate remains a good fit for the Board, he or she will be invited to attend the next scheduled Board of Directors meeting. The candidate's résumé and letter of interest shall be forwarded to the Board of Directors in advance of the meeting when the candidate is scheduled to attend.
7. If the candidate continues to be interested in joining the Board after he or she attends a meeting, the Board shall meet and determine whether the candidate shares a philosophical alignment with the mission of AeroSTEM and possesses useful capacities for the Board as determined by the skills inventory.
8. The Board will then vote on whether to recommend a candidate to the Board. All Candidates obtaining a majority vote in support of recommendation from the Board shall be nominated to the full Board for appointment.
9. Once a new director or committee member is appointed, he or she will be requested to complete all necessary paperwork, such as Form 700s.
10. Once a new director or committee member is appointed, he or she will be provided a board orientation from a sitting board member and an organizational orientation from the Executive Director.

STAFF REPORT COVER SHEET

TO: Board of Directors
AGENDA ITEM: 9.10
DATE: 11/4/24
ITEM: 24-11 Public Lottery & Waitlist Process - BP
SUBMITTED FOR: Action

Background and Summary Information: AeroSTEM Academy (AeroSTEM) will be 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.

Financial/Educational Impact: Possible Governance and/or Compliance impacts

Staff Recommendation: Staff Recommends Approval

Public Lottery & Waitlist Process

Section 600: Educational Programs **Board Policy 24-11**

AeroSTEM Academy (AeroSTEM) will be 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.

Enrollment Process

AeroSTEM shall admit all pupils who wish to attend AeroSTEM. No test or assessment shall be administered to students prior to acceptance and enrollment into AeroSTEM. AeroSTEM will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a Public Random Drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state. In accordance with Education Code Sections 49011 and 47605(d)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

AeroSTEM shall require students who wish to attend to complete an application form. After admission, students will be required to submit an enrollment packet, which may include, but is not limited to, the following:

1. Completed student enrollment form
2. Proof of Immunization
3. Home Language Survey
4. Completed Emergency Medical Information Form
5. Proof of minimum age requirements
6. Release of records

Applications will be accepted during a publicly advertised Open Application Period each year for enrollment in the following school year. Existing students are guaranteed admission in following school years and are not required to submit an application during the Open Application Period once admitted to AeroSTEM.

If an application has been determined to have intentional misrepresentations, the application shall be invalidated. The application will receive notice of this action, and will have the opportunity to respond to the invalidation within five (5) business days. All applications are subject to random audit for documentation of the contents described therein.

Following the Open Application Period each year, applications shall be counted for each grade level to determine whether that grade level has received more applications than the number of available spots. In the event that this happens, AeroSTEM will hold a Public Random Drawing (or “lottery”) to determine admission for the impacted grade level in the spring for enrollment in fall

of that year.

Random Public Drawing

The Board of Directors (Board) will make all necessary efforts to ensure that lottery procedures are fairly executed. Lottery applications are pulled in order of grade level by the designated lottery official, as appointed by the Executive Director. Separate lotteries shall be conducted for each grade in which there are fewer vacancies than pupils interested in attending. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category. Once all open spaces from the first preference category have been selected then the next preference category will be drawn in the lottery, and the drawing shall continue through the preferences until all applications have been drawn for each grade level.

At the conclusion of the Public Random Drawing, all students who were not granted admission due to capacity shall be placed on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a wait list carry over to the following school year.

When a space becomes available, the next applicant on the waitlist will be sent notification that the student is eligible for admission. They will then have forty-eight hours to confirm their admission to AeroSTEM. If the applicant does not accept admission the applicant will be moved to the end of the waitlist and the next applicant in line will be available for promotion from the waitlist.

Random public lottery drawing rules, deadlines, dates, and times will be communicated through a variety of means such as print, school website, social media, or interested family orientations.

AeroSTEM remains committed to continually monitoring the outcomes of the lottery and annually adjusting its practices in an effort to better reflect enrollment demographics within the community.

Preferences

The Public Random Drawing shall be conducted in stages, by grade level, in accordance with the preferences and procedures as described herein. Preferences are defined as those which are documented and subsequently verified on the fully completed application packet. A child may have more than one Preference, and each documented and verified Preference increases the likelihood that a child may be drawn during the public random drawing. These preferences are authorized in accordance with applicable law.

Admission preferences in the case of a public random drawing shall be given to the following

students in the following order:

1. Siblings of currently enrolled students
2. Children of current Charter School employees or Board Directors
3. Children who are currently enrolled in or reside in the attendance area of the public school district where AeroSTEM Academy is located and that are considered and underrepresented group within the field of engineering (minorities and females)
4. Children who are currently enrolled in or reside in the attendance area of the public school district where AeroSTEM Academy is located
5. District residents
6. All other applicants

The Charter School agrees to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(d)(2)(B)(i)-(iv).

The Public Random Drawing shall be conducted in accordance with the following procedure, by grade level:

1. First, in an effort to keep families at the same school, “Siblings of currently enrolled students”, will be drawn from the applicant pool.
2. Next, in recognition of our current AeroSTEM employees and volunteer Board, “Children of current Charter School employees or Board Directors”, will be drawn from the applicant pool.
3. Next, in an effort to provide an increased level of enrollment opportunity to underrepresented populations, “Children who are currently enrolled in or reside in the attendance area of the public school district where AeroSTEM Academy is located and that are considered and underrepresented group within the field of engineering (minorities and females)”, will be drawn from the applicant pool. Applicants not drawn for enrollment during this phase will be moved to their next preference providing an automatic, additional opportunity for enrollment
4. Next, “Children who are currently enrolled in or reside in the attendance area of the public school district where AeroSTEM Academy is located”, will be drawn from the applicant pool
5. Next, we shall draw applications for those students who reside within the boundaries of the Sutter County Superintendent of Schools, “District residents”, will be drawn from the applicant pool.
6. Lastly, all other applicants will be drawn, exhausting all applications received at that grade level.

Issues Not Covered Under this Policy

In the case that these procedures herein do not cover a situation that arises during the admissions process, the Executive Director will take any additional steps necessary to execute the admissions process consistent with the AeroSTEM Charter approved by the Sutter County Superintendent of Schools’s Board of Trustees and applicable law.

Complaint

Complaints or appeals regarding the public random drawing can be made to AeroSTEM Academy in accordance with the AeroSTEM Academy complaint policy, Board Policy # 24-11 Dispute & Uniform Complaint Procedures.

AeroSTEM Academy
DREAM ★ DISCOVER ★ DESIGN

STAFF REPORT COVER SHEET

TO: Board of Directors
AGENDA ITEM: 9.11
DATE: 11/4/24
ITEM: 24-12 Dispute & Uniform Complaint Procedures - BP
SUBMITTED FOR: Action

Background and Summary Information: Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. Education Code Section 47605(c)(5)(N).

Financial/Educational Impact: Possible Governance and/or Compliance impacts

Staff Recommendation: Staff Recommends Approval

Section 1000: Community Relations **Board Policy 24-12**

Dispute Resolution Procedures

Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. Education Code Section 47605(c)(5)(N).

The Charter School and the County will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

The Board has adopted policies and processes for airing and resolving internal and external disputes, including a Uniform Complaint Policy and Procedures as required by state law. The County shall promptly refer all complaints not related to a possible violation of the charter or law to the Executive Director for resolution in accordance with AeroSTEM Academy adopted policies.

In the event that any dispute between the Charter School and the County arises relating to this charter, Charter School staff, employees and Board members of the Charter School and the County agree to first frame the issue in written format ("dispute statement") and to refer the issue to the County Superintendent and AeroSTEM Academy Executive Director, or their respective designees. In the event that the County Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, AeroSTEM Academy requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the County to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a prerequisite to the County's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Superintendent and Executive Director, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and Executive Director, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and Executive Director, or their respective designees, shall meet to jointly identify a neutral third-party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The Superintendent and Executive Director, or their respective designees, shall jointly develop the format of the mediation session. Mediation shall be held within sixty (60) business days of receipt of the dispute

statement. The costs of the mediator shall be split equally between the County and the Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the County and AeroSTEM Academy.

Uniform Complaint Procedures

AeroSTEM Academy's (AeroSTEM) policy is to comply with applicable federal and state laws and regulations. AeroSTEM is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate. This complaint procedure is adopted to provide a uniform system of complaint processing for the following types of complaints:

1. Complaints of unlawful discrimination, harassment, intimidation or bullying against any protected group, including actual or perceived discrimination, on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any AeroSTEM program or activity, including complaints pertaining to Title IX issues.
2. Complaints of violations of state or federal law and regulations governing the following programs including but not limited to: Consolidated Categorical Aid Programs, Career Technical and Technical Education, and Career Technical and Technical Training Programs, Child Care and Development Programs, Child Nutrition Programs, Foster and Homeless Youth Services, Migrant Education Programs, Every Student Succeeds Act / No Child Left Behind Act (2001) Programs (Titles I-VII), Special Education Programs, and Section 504 of the Rehabilitation Act.
3. A complaint may also be filed alleging that a pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
    3.1. "Educational activity" means an activity offered by a school, school district, charter school or county office of education that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.

3.2. "Pupil fee" means a fee, deposit or other charge imposed on pupils, or a pupil's parents or guardians, in violation of Section 49011 of the Education Code and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in Hartzell v. Connell (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

3.2.1. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.

3.2.2. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.

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

3.3. A pupil fees complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees.

3.4. If AeroSTEM finds merit in a pupil fees complaint AeroSTEM shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by AeroSTEM to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.

3.5. Nothing in this section shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or school districts, school, and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.

4. Complaints of noncompliance with the requirements governing the Local Control Funding Formula, Local Control and Accountability Plans or Sections 47606.5 and 47607.3 of the Education Code, as applicable.

5. Complaints of noncompliance with the requirements of Education Code Section 222 regarding the rights of lactating pupils on a school campus. If AeroSTEM finds merit in a complaint, or if the Superintendent finds merit in an appeal, AeroSTEM shall provide a remedy to the affected pupil.

6. Complaints of noncompliance with the requirements of Education Code Section 48645.7 regarding the rights of juvenile court school pupils when they become entitled to a diploma. If AeroSTEM finds merit in a complaint, or if the Superintendent finds merit in an appeal, AeroSTEM shall provide a remedy to the affected pupil.

AeroSTEM acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible) the confidentiality of the parties and the integrity of the process. AeroSTEM cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, AeroSTEM will attempt to do so as appropriate. AeroSTEM may find it necessary to disclose information regarding the complaint/complainant to the extent necessary to carry out the investigation or proceedings, as determined by the Executive Director or designee on a case-by-case basis.

AeroSTEM prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of unlawful discrimination, harassment, intimidation or bullying. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

Compliance Officer

The Board of Directors designates the following compliance officer to receive and investigate complaints and to ensure AeroSTEM's compliance with law:

Executive Director
(530) 742-2531
admin@aerostem.org

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

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

Notifications

The Executive Director or designee shall annually provide written notification of AeroSTEM' uniform complaint procedures to employees, students, parents and/or guardians, advisory committees, private school officials and other interested parties (e.g., Adult Education).

The annual notice shall be in English, and when necessary, in the primary language, pursuant to section 48985 of the Education Code if fifteen (15) percent or more of the pupils enrolled in AeroSTEM speak a single primary language other than English.

The Executive Director or designee shall make available copies of the AeroSTEM' uniform complaint procedures free of charge.

The annual notice shall include the following:

1. 1. A statement that AeroSTEM is primarily responsible for compliance with federal and state laws and regulations.
2. A statement that a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
3. A statement identifying the responsible staff member, position, or unit designated to receive complaints.
4. A statement that the complainant has a right to appeal AeroSTEM' decision to the California Department of Education (CDE) by filing a written appeal within fifteen (15) days of receiving AeroSTEM's decision.
5. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code § 262.3.
6. A statement that copies of the local educational agency complaint procedures shall be available free of charge.

Procedures

The following procedures shall be used to address all complaints which allege that AeroSTEM has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint and subsequent related actions.

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

1. Step 1: Filing of Complaint
   1.1. Any individual, public agency, or organization may file a written complaint of alleged noncompliance by AeroSTEM.
   1.2. A complaint alleging unlawful discrimination, harassment, intimidation or bullying shall be initiated no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or six (6) months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination, harassment, intimidation or bullying. A complaint may be filed by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying.
   1.3. Pupil fee complaints shall be filed not later than one (1) year from the date the alleged violation occurred.
   1.4. The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.
   1.5. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, AeroSTEM staff shall assist him/her in the filing of the complaint.
2. Step 2: Mediation
   2.1. Within three (3) days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.
   2.2. Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.
   2.3. If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.
   2.4. The use of mediation shall not extend AeroSTEM' timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.
3. Step 3: Investigation of Complaint
   3.1. The compliance officer is encouraged to hold an investigative meeting within five (5) days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.
   3.2. The complainant and/or his/her representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint.

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

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

4. Step 4: Response

4.1. Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of AeroSTEM's investigation and decision, as described in Step #5 below, within sixty (60) days of AeroSTEM's receipt of the complaint.

5. Step 5: Final Written Decision

5.1. AeroSTEM's decision shall be in writing and sent to the complainant. AeroSTEM's decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

5.2. The decision shall include:

5.2.1. The findings of fact based on evidence gathered.

5.2.2. The conclusion(s) of law.

5.2.3. Disposition of the complaint.

5.2.4. Rationale for such disposition.

5.2.5. Corrective actions, if any are warranted.

5.2.6. Notice of the complainant's right to appeal the AeroSTEM's decision within fifteen (15) days to the CDE and procedures to be followed for initiating such an appeal.

5.2.7. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, notice that the complainant must wait until sixty (60) days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies.

5.2.8. For unlawful discrimination, harassment, intimidation or bullying complaints arising under federal law such complaint may be made at any time to the U.S. Department of Education, Office for Civil Rights.

If an employee is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee was informed of the AeroSTEM's expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

If dissatisfied with AeroSTEM's decision, the complainant may appeal in writing to the CDE within fifteen (15) days of receiving AeroSTEM's decision. When appealing to the CDE, the complainant must specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of AeroSTEM's decision.

Upon notification by the CDE that the complainant has appealed AeroSTEM's decision, the Executive Director or designee shall forward the following documents to the CDE:

1. A copy of the original complaint.
2. A copy of the decision.
3. A summary of the nature and extent of the investigation conducted by AeroSTEM, if not covered by the decision.
4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by all parties and gathered by the investigator.
5. A report of any action taken to resolve the complaint.
6. A copy of AeroSTEM's complaint procedures.
7. Other relevant information requested by the CDE.

The CDE may directly intervene in the complaint without waiting for action by AeroSTEM when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including cases in which AeroSTEM's has not taken action within sixty (60) days of the date the complaint was filed with AeroSTEM.

Civil Law Remedies

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