

<h1>Complaint Policy</h1>

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2016 - 2017

## COMPLAINT POLICY

*Governing Law: The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to the provisions of the charter. Education Code Section 47605(b)(5)(N).*

### 4.8 GRIEVANCE PROCEDURE FOR PARENTS AND STUDENTS

BayTech will establish complaint procedures that address both complaints alleging discrimination or violations of law and complaints regarding other areas. BayTech will not, at any time, refer complaints to the District.

The complaint procedures will include the clear information with respect to the response timeline of the school, whether the school's response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures will also identify an ombudsperson for situations in which the school leader is the subject of the complaint. The complaint procedures will be clearly articulated in the school's student and family handbook or distributed widely.

BayTech will designate at least one employee at each site to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with BayTech alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. BayTech will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

BayTech will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.

BayTech will implement specific and continuing steps to notify applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.

### 14.1 DISPUTES BETWEEN BAYTECH AND OUSD

Parents, students, Board members, volunteers, and staff at BayTech are provided with a copy of the school's policies and dispute resolution process which aims to help school community members (school administration, students, teachers, parents, partner organizations, advisors, volunteers, and community members) to resolve their disputes within the school pursuant to schools' policies in a fair and timely manner in order to minimize oversight burden on the District. However, nothing in this dispute resolution procedure shall be interpreted to impede or act as a pre-requisite or prevent the District from pursuing

revocation in accordance with Education Code Section 47607.

OUSD agrees to inform the Principal of BayTech if they are contacted regarding a conflict at BayTech. In the event that OUSD receives a written complaint regarding a dispute at BayTech, OUSD will pass the complaint to the Principal and the Board of Directors.

BayTech and OUSD agree to resolve controversies, claims, or disputes cooperatively and in good faith as expeditiously as possible. BayTech and OUSD agree that BayTech will have an opportunity to present its position before any action is taken regarding a dispute, and that every effort to resolve the issue amicably will be given before any conditions are given or potential charter revocations are taken. However, BayTech understands that OUSD may visit the school at any time, and that if OUSD has a strong basis to believe that a particular infraction of the charter may cause a severe and imminent threat to the health and safety of students or staff, then OUSD may move to revoke the charter immediately.

The staff and Governing Board Members of BayTech agree to attempt to resolve all disputes between the District and BayTech regarding this charter pursuant to the terms of this section. Both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Any controversy or claim arising out of or relating to the charter agreement between the District and BayTech, except any controversy or claim that in any way related to revocation of this charter, shall be handled first through an informal process in accordance with the procedures set forth below.

- (1) Any controversy or claim arising out of or related to the charter agreement, except any controversy or claim that in any way related to revocation of this charter, must be put in writing (“Written Notification”) by the party asserting the existence of such dispute. The Written Notification must identify the nature of the dispute and all supporting facts known to the party giving the Written Notification. The Written Notification may be tendered by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:

To Charter School, c/o School Director:

Bay Area Technology School  
8251 Fontaine St., Oakland, CA 94605

To Coordinator, Office of Charter Schools:

Educational Center at Tilden  
4551 Steele Street, Room 10  
Oakland, California 94619

- (2) A written response (“Written Response”) shall be tendered to the party providing the Written Notification within twenty (20) business days from the date of receipt of the Written Notification. The Written Response shall state the responding party’s position on all issues stated in the Written

Notification and set forth all fact which the responding party believes supports its position. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. The parties agree to schedule a conference to discuss the claim or controversy (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party.

- (3) If the controversy, claim, or dispute cannot be resolved by mutual agreement at the Issue Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own costs and expenses associated with the mediation. The mediator’s fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 60 days from the date of the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy or claim at dispute. If no agreement on a mediator is reached within 30 days after a request to mediate, the parties will use the processes and procedures of the American Arbitration Association (AAA) to have an arbitrator appointed.
- (4) If the mediation is not successful, the parties agree that each party has exhausted its administrative remedies and shall have any such recourse available by law.

#### 14.2 INTERNAL DISPUTES

Except those disputes between the OUSD and BayTech relating to provisions of this charter, all disputes involving BayTech will be resolved by BayTech according to its policies. Complaints to the OUSD relating to the operation of the school and not to the terms of this charter or other issues regarding the School’s and the OUSD’s relationship will be resolved as set forth below:

BayTech will adopt policies and processes for airing and resolving disputes.

The OUSD agrees to refer all complaints regarding operations of BayTech to the Board or the Principal of BayTech for resolution in accordance with the site’s adopted policies. In the event that the site’s adopted policies and processes fail to resolve the dispute, the OUSD agrees not to intervene in the dispute without the consent of BayTech unless the matter directly relates to one of the reasons specified in law for which a charter may be revoked. Notwithstanding the above, the OUSD will have the ability to intervene in and respond to complaints about the operation of OUSD as is required by law.