

1. Orange County Educational Arts Academy

A California Public Charter School

**BOARD OF DIRECTORS
MEETING MINUTES**

Regular Meeting

December 13, 2023

6:00 p.m. – Closed Session

6:30 p.m. – Open Session

OCEAA School Library

825 N Broadway, Santa Ana, CA

Reference Materials: <https://bit.ly/419cAkG>

Zoom Link for Presenters:

<https://us06web.zoom.us/j/89727004648?pwd=cgZNUqfYQE4bDbi4rA7ZssblMryDFI.1>

MINUTES

II. Call to Order: 6:00 PM

A. Roll Call

Board Members

Dr. Alfonso Bustamante
Carmen Aparicio, Chair
Ben Stanphill, Secretary
Ferney Santandar, CFO
Jessica Reyes
Kenia Cueto, Ph.D.

Present

Absent

	X
X	
X	
X	
X	
X	

Staff/Other

Pedro Llorente, School Director
Mike Limon, President/Executive Director

X	
X	

B. Approval of Agenda

III. Public Comment on Closed Session Items, If Any

Opportunity for members of the public to address the Board on closed session items

IV. Adjourn to Closed Session

A. Staff Evaluations/Discipline/Privacy or Other Confidential Issues (Gov. Code Section 54957)

V. **Reconvene to Open Session and Report of Action from Closed Session, If Any 6:34 PM**

VI. **Public Comment**

Opportunity for members of the public to address the Board on agenda items and/or on non-agenda items during regular meetings only

VII. **Board and Staff Reports**

A. Staff Reports

1. Executive Director – Mike Limon
2. School Director – Pedro Llorente

B. Operations Report – Dennis Nguyen, CSMC

C. Board Update

VIII. **Review and Approve 2023-2024 Revised Operating Budget**

Action: Approve 2023-2024 Revised Operating Budget	Motion: FS Second: JR
	Vote: 5 for 0 against

IX. **Review and Approve 2023-2024 First Interim Budget Submission**

Action: Approve 2023-2024 First Interim Budget Submission	Motion: BS Second: FS
	Vote: 5 for 0 against

X. **Items for Consent**

Action on the items below will be made in one motion unless removed from Consent by a Board member. Items removed from Consent will be considered in the original agenda order immediately following action on Consent.

- A. Approval of Minutes from November 2023 Board Meeting
- B. Approve October 2023 Check Register

Action: Approve Consent Items Listed Above	Motion: FS Second: KC
	Vote: 5 for 0 against

XI. Review and Approve 2022-2023 Annual Financial Audit

Action:	Motion: ____ Second: ____
	Vote: ____ for ____ against

XII. Review and Approve 2023-2024 OCEAA Employee Handbook

Adding California Paid Sick Leave Expansion Policy

Action: Approve 2023-2024 OCEAA Employee Handbook	Motion: BS Second: CA
	Vote: 5 for 0 against

XIII. Review and Approve Teaching Internship Agreement with California State University Fullerton

Action: Approve Teaching Internship Agreement with California State University Fullerton	Motion: FS Second: KC
	Vote: 5 for 0 against

XIV. Items for Future Meetings

The next regularly scheduled meeting is on January 10, 2024.

XV. Adjournment

The meeting was adjourned at 8:31 PM.



December 13, 2023 Executive Director Board Report

Financial Updates

2022-23 ADA Reporting Issue for P2:

- The challenge (review next slide)
- Implications
- Audit (22-23) extension submitted
- Next steps/ timeline

2022-23 Operational costs:

- Instead of ending in net surplus of **\$373k**
- We actually ended in a deficit spend of approx. **(\$555k)**
 - a. Due to items below totaling **\$762k**
 - i. \$342k Payroll
 - ii. \$320k Operational (5k's line items, such as Ed. Consultants)
 - iii. \$48k Depreciation
 - iv. \$52k Books & Supplies



Orange County Educational Arts Academy

04/03/2023 to 04/26/2023 = 14 school days

Grade Level	Carry Fwd	Gain	Mult Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Absent	Days Att'd	ADA	ADA %
-1	23	0	0	0	23	322	0	0.00	322.00	23.00	100.00%	
0	84	0	1	0	84	1162	0	-14	0.00	1146.00	82.00	97.62%
Subtotal	107	0	1	0	107	1484	0	-14	0.00	1470.00	105.00	98.13%
1	75	0	0	0	75	1050	0	0.00	1050.00	75.00	100.00%	
2	80	0	0	0	80	1120	0	0.00	1120.00	80.00	100.00%	
3	72	0	0	0	72	1008	0	0.00	1008.00	72.00	100.00%	
Subtotal	227	0	0	0	227	3178	0	0.00	3178.00	227.00	100.00%	
4	74	0	0	0	74	1036	0	0.00	1036.00	74.00	100.00%	
5	73	0	0	0	73	1022	0	0.00	1022.00	73.00	100.00%	
6	60	0	0	0	60	840	0	0.00	840.00	60.00	100.00%	
Subtotal	207	0	0	0	207	2898	0	0.00	2898.00	207.00	100.00%	
7	35	0	0	0	35	490	0	0.00	490.00	35.00	100.00%	
8	30	0	0	0	30	420	0	0.00	420.00	30.00	100.00%	
Subtotal	65	0	0	0	65	910	0	0.00	910.00	65.00	100.00%	
Grand Total	606	0	1	0	606	8470	0	-14	0.00	8456.00	604.00	99.67%

Attendance Summary By Grade

Orange County Educational Arts Academy

08/10/2022 to 03/30/2023 = 139 school days

Grade Level	Carry Fwd	Gain	Mult Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Absent	Days Att'd	ADA	ADA %
-1	0	23	0	0	23	3197	0	0	281.00	2839.00	20.42	88.80%
0	1	89	1	6	84	12371	0	429	1041.00	10226.00	73.57	85.63%
Subtotal	1	112	1	6	107	15568	0	429	1322.00	13065.00	93.99	86.30%
1	0	77	0	2	73	10703	0	223	758.00	9022.00	64.91	86.09%
2	0	82	0	2	80	11398	0	147	738.00	9903.00	71.24	88.02%
3	0	72	0	0	72	10008	0	17	705.00	8474.00	60.96	84.82%
Subtotal	0	231	0	4	227	32109	0	387	2201.00	27399.00	197.11	86.37%
4	0	74	0	0	74	10286	0	0	537.00	9072.00	65.27	86.20%
5	0	75	0	2	73	10425	0	274	556.00	9034.00	64.99	89.00%
6	0	62	0	2	60	8618	0	196	576.00	7271.00	52.31	86.33%
Subtotal	0	211	0	4	207	29329	0	470	1669.00	25377.00	182.57	87.93%
7	0	35	0	0	35	4865	0	0	367.00	4115.00	29.60	84.58%
8	0	30	0	0	30	4170	0	0	299.00	3395.00	24.42	81.41%
Subtotal	0	65	0	0	65	9035	0	0	666.00	7510.00	54.02	83.12%
Grand Total	1	14	606	8604	0	1286	5858.00	7335	60	127.69	86.54%	

LCFF CALCULATOR						
To the above att:						
Signed:	109066	5 digit District code or 7 digit School code (from the CDS code)	LEA: Orange County Educational Arts Academy			
Date:	NO	Is this calculation for a new charter school? (select from drop down list)	Projection Title:			
	Charter	Projection Type	Created by:			
		Projection Date	Email:			
			Phone:			
			PY3	PY2	PY1	CY
Orange County Educational Arts Academy (109066)			2020-21	2021-22	2022-23	2023-24
G-4	TK (NEW beginning 2022-23)		-	-	23.00	37.72
ADA used for Base, Supplemental and Concentration Grant Calculations: Enter P2 Data - Note: Charter School ADA is always funded on current year						
B-1	Grades TK-3		336.09	320.93	332.00	319.24
B-2	Grades 4-6		185.55	185.40	207.00	186.76
B-3	Grades 7-8		78.63	64.07	65.00	71.76
B-4	Grades 9-12		-	-	-	-
	SUBTOTAL ADA		600.27	570.40	604.00	577.76
	RATIO: ADA to Enrollment		0.97	0.96	0.99	0.92



Financial Updates - ADA Issue

Financial Updates

2022-23 ADA Reporting Issue for P2:

- The challenge (review next slide)
- Implications
- Audit (22-23) extension submitted
- Next steps/ timeline

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 - iv. \$52k Books & Supplies



OCEAA SPED Encroachment for 22-23

- Revenue: \$607k (includes the admin fee for El Dorado)
- Program Cost: \$781k
- Encroachment: \$174k vs. \$900k w/ district in 19-20
- Remove this from deficit spend: (\$381k) deficit spend for 22-23

SB 740 for 22-23: Approx. \$564k (21-22), we didn't receive the 22-23 but are actively advocating for it.

Remaining unplanned for one-time funds this school year as of now:

ELOP: \$500k

Arts & Music: \$311k

Learning Recovering: \$795k

Best Food Grant: \$65k

Total: \$1,671 (not included in current budget)



Current Enrollment: 627 enrolled (lost one)

2024-25 Prospective Family Overview Sessions:

- Thursday, November 9th, 2023 (went well)
- Thursday, January 18th, 2024
- Thursday, February 22, 2024
- Friday, March 15, 2024

Total number of perspective candidates as of 12/12/23

Grade Level	Number of candidates
TK	26
K	28
1	4
2	5
3	4
4	1
5	4
6	8
7	1
8	1



Current Enrollment and Planning Ahead

Orange County Educational Arts Academy

08/09/2023 to 12/13/2023 = 91 school days

Grade Level	Carry Fwd	Gain	Mult Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Absent	Days Att'd	ADA	ADA %
-1	1	43	0	2	42	4004	0	195	206.00	3145.00	34.56	82.57%
0	1	77	1	6	72	7007	0	465	305.00	5797.00	63.70	88.61%
Subtotal	2	120	1	8	114	11011	0	660	511.00	8942.00	98.26	86.39%
1	0	87	1	2	85	7826	0	140	366.00	7108.00	78.11	92.48%
2	0	72	0	0	72	6552	0	0	316.00	6194.00	68.07	94.54%
3	0	79	0	3	76	7189	0	182	302.00	6678.00	73.38	95.30%
Subtotal	0	238	1	5	233	21567	0	322	984.00	19980.00	219.56	94.05%
4	0	70	0	3	67	6370	0	230	288.00	5809.00	63.84	94.61%
5	0	69	0	5	64	6279	0	290	192.00	5677.00	62.38	94.79%
6	0	72	0	1	71	6552	0	58	243.00	6221.00	68.36	95.80%
Subtotal	0	211	0	9	202	19201	0	578	723.00	17707.00	194.58	95.08%
7	0	47	0	2	45	4277	0	113	177.00	3952.00	43.43	94.91%
8	0	33	0	0	33	3003	0	0	144.00	2806.00	30.84	93.44%
Subtotal	0	80	0	2	78	7280	0	113	321.00	6758.00	74.27	94.29%
Grand Total	2	649	2	24	627	59059	0	1673	2539.00	53387.00	586.67	93.03%



Current ADA as of 12/13/23 (up .02% from last month)

Staff Compensation

- Dec. 23' bonus Idea on hold (approx. \$100k)
- Board Advisory Committee
 - Actively working on Cert. Schedule
 - Timeline: Needs to be by Mid-Feb for 2/14/24 teacher mtg.
- State Budget Forecast (next slide)



“Available Tools to Address Budget Problem

The LAO provides the following tools the Legislature has, to address the budget problem:

1. Assuming a budget emergency is declared, the legislature could withdraw about \$24 billion worth of reserves.
2. Reduce Proposition 98 spending costs by \$16.7 billion, over a three-year period, which can include using the Proposition 98 Reserve.
3. Reduce other one-time spending that has been committed in prior year but has yet to be distributed, about \$8 billion in just 2024-25.
4. Other solutions include cost shifts and ongoing spending reductions.”

General Fund Condition Under Fiscal Outlook

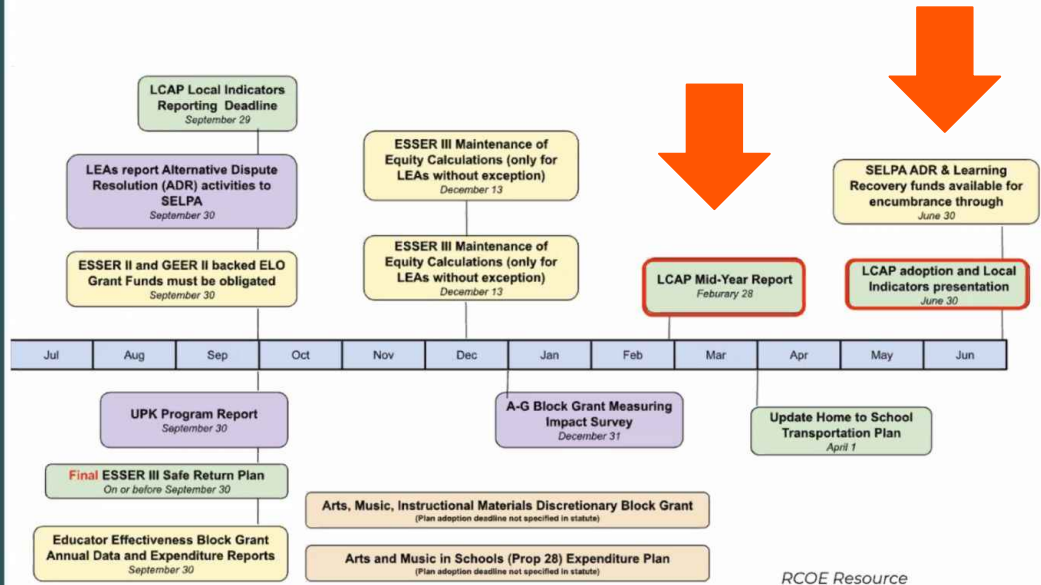
(In Millions)

	2022-23	2023-24	2024-25
Prior-year fund balance	\$52,561	\$167	-\$32,792
Revenues and transfers	179,961	189,062	193,255
Expenditures	232,355	222,021	222,782
Ending Fund Balance	\$167	-\$32,792	-\$62,318
Encumbrances	\$5,272	\$5,272	\$5,272
SFEU balance	-\$5,105	-\$38,064	-\$67,590
Reserves			
BSA balance	\$21,515	\$22,074	\$22,809
Safety Net Reserve	900	900	900

SFEU = Special Fund for Economic Uncertainties and BSA = Budget Stabilization Account.



2 Accountability/ Compliance



RCOE Resource

www.csmci.com



Accountability/ Compliance: [NEW LCAP TEMPLATE RELEASED](#)



Recent Parent Engagement: Kudos to team!

Q&A



School Director's Board Presentation

12.13.23



General Updates

- **SLCs**
- **Science Camp**
- **HS presentation**
- **Patterns for teacher effectiveness**



High-Quality Work Report Highlights



Case Studies:

- Trimester 2 newsletters about the Integrated units have been sent home in K-5th grades.
- New Case Studies (one of now 2 case study in the school year for each of these grades) were facilitated in 1st, 3rd, and 4th grades in Trimester 1:
 - 1st grade Identity case study that culminated in a family diversity fair on 11/14/23.
 - 3rd grade case study culminating in original *corridos* about activists who have taken risks to secure the freedoms we enjoy in the U.S.
 - 4th grade case study about the impacts of European colonization and the mission system on the indigenous communities of California culminating in original short plays written from the perspective of an indigenous person.
- Savannah Doss, 8th grade student and member of the EL Education Student Advisory Council (SAC), and Monica Bennett Gee, Curriculum and Instruction Coordinator, presented [“What Do Case Studies and the ELA Modules Look Like at a Spanish Dual Immersion School?”](#) at the EL National Conference



Crew Report Highlights



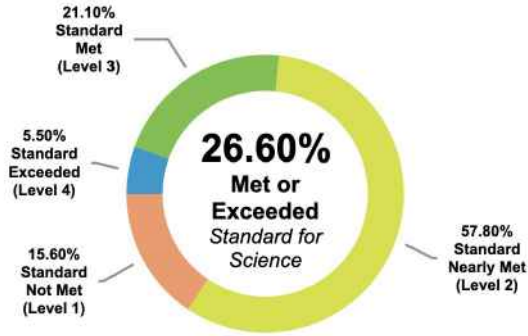
- Character Communications
Office Discipline Referrals Data
- First [Crew Newsletter](#) coming 11/10
- Safety Monitors are in place
- 11/01 [Crew ToA PD](#) on Teacher Growth Mindset and Well-Being
- Looking at making “La tiendita” - a resource center for families

Student Leadership Teamwork:

- 10/31 Fall Celebration during lunch recess
- 11/3 Thank You card making event with OCSA students
- 11/6 Beautification of Positive Affirmations tree
- 11/13 Complete Thank You cards for OCEAA staff
- 11/27 - 12/18 Winterfest Planning (12/19)
- 1/15 Begin STEM lessons research for after school offering

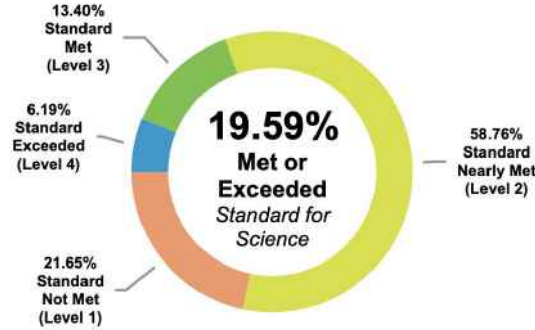
CA Science Test

2018-19 - OCEAA

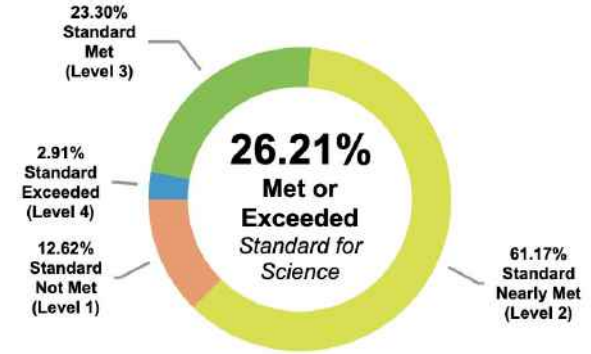


(pre-pandemic)

2022-23 - OCEAA







2021-22 - OCEAA



CA Science Test

Year Comparison

Achievement Level Distribution Over Time





Reporting Categories	Grade 5 (2020–21)	Grade 5 (2021–22)	Grade 5 (2022–23)
Mean Scale Score	N/A	193.3	199.2
 Standard Exceeded (Level 4) ⁱ	N/A	5.97 %	4.11 %
 Standard Met (Level 3) ⁱ	N/A	10.45 %	20.55 %
 Standard Nearly Met (Level 2) ⁱ	N/A	55.22 %	63.01 %
 Standard Not Met (Level 1) ⁱ	N/A	28.36 %	12.33 %



CA Science Test

Year Comparison

Achievement Level Distribution Over Time

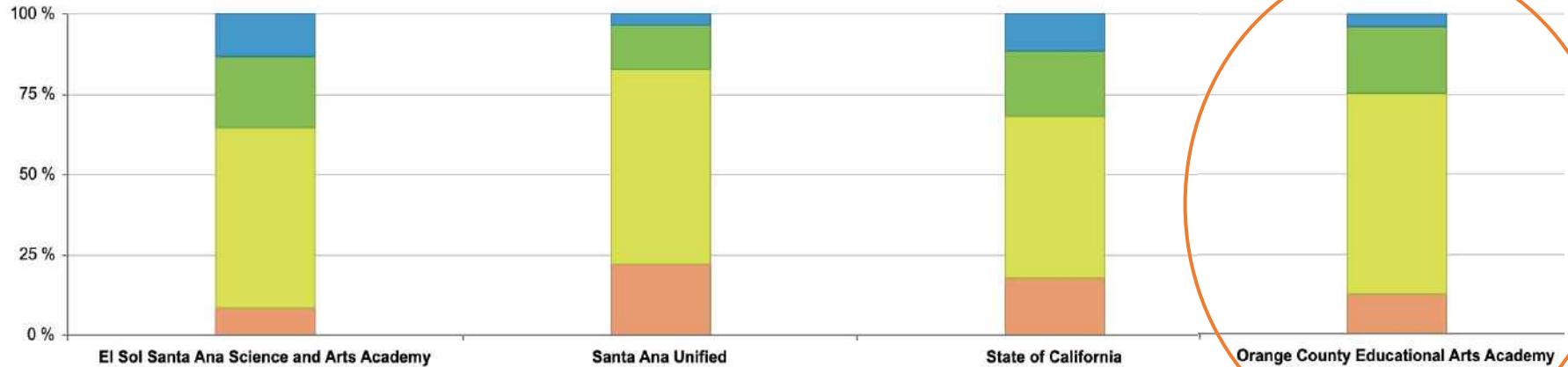
Reporting Categories	Grade 8 (2020–21)	Grade 8 (2021–22)	Grade 8 (2022–23)
Mean Scale Score	N/A	404.7	402.1
 Standard Exceeded (Level 4) ⁱ	N/A	6.67 %	0.00 %
 Standard Met (Level 3) ⁱ	N/A	20.00 %	30.00 %
 Standard Nearly Met (Level 2) ⁱ	N/A	66.67 %	56.67 %
 Standard Not Met (Level 1) ⁱ	N/A	6.67 %	13.33 %



CA Science Test

2022-23 Comparison for 5th grade

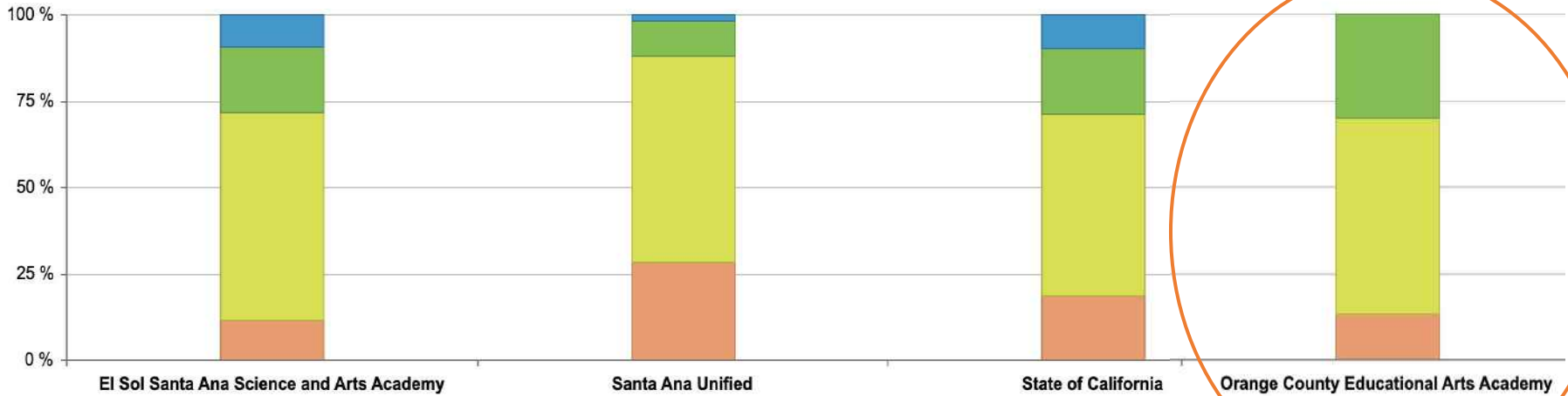
2022-23 Achievement Level Distribution - Grade 5



CA Science Test

2022-23 Comparison for 8th grade

2022-23 Achievement Level Distribution - Grade 8



CA Science Test: *Glow*s

- ❖ Almost at pre-pandemic score, increasing approximately 6% from 2022 to 2023.
- ❖ Decrease in number of 5th graders in Standard Not Met, from 28% to 12%.
- ❖ Increase in number of students in 5th grade that Met Standard, from 10% to 21%.
- ❖ In 8th grade Science, number of students who Met or Exceeded the Standard increased from 27% to 30%.
- ❖ Our 5th & 8th grade students are outperforming SAUSD's 5th & 8th graders.
- ❖ We have less students than the State in Standard Not Met.



As a school, our strength lies in Physical Science: Focusing on matter & its interactions, motion & stability, energy, and waves and their applications.



CA Science Test: *Grows*

- ❖ Our numbers in Standard Exceeded in 5th had a slight drop, from 6% to 4%.
- ❖ Our numbers in Standard Not Met in 8th grade increased from 7% to 13%.
- ❖ We have less students who have Met or Exceeded Standard compared to El Sol and the State.
- ❖ As a school we need to work on Life Science: Focusing on structures and process in living things, ecosystems, heredity and biological evolution.



CA Science Test: *Reflections*



- Teachers knowing what to expect of the test helped them plan accordingly.
- The preparation for test book was helpful because it allowed the 5th & 8th grade classes to read through questions thus familiarizing themselves with the types of questions in the assessment.
- Administering the CAST practice test was also beneficial.
- The support of ELA teachers teaching students how to break down text and create their responses has helped.

English Learner Report Highlights

Charts of [2023-2024 Summative ELPAC Results](#)

- ❖ Overall Scores:
 - Low frequency of Level 1 following Kindergarten, no scores of 1 after 4th grade
 - 40-56% of students assessed in each 6th-8th grades scored a level 4
- ❖ Listening Scores:
 - Only 1 student in 5th-8th (1%) scored a Beginning/1
 - Very low frequency (7%) of Well Developed/3 scores in 4th Grade
- ❖ Speaking Scores:
 - Only 2 students in 4th-8th (2%) scored a Beginning/1
 - 80-93% of students in each 6th-8th grades scored Well Developed/3



English Learner Report Highlights

- ❖ Reading Scores:
 - Greater frequency of scores of Beginning/1 than of Well Developed/3 in all grades (except very close in 6th grade)
 - Only 10% of all students assessed across grades scored Well Developed/3
- ❖ Writing Scores:
 - Only 0-2 students in each grades 5th-8th (0-7%) scored Beginning/1
 - 20-36% of students in each 5th-8th grades scored Well Developed/3
- ❖ OCEAA's current (and usual) greatest areas of needs are Reading and Writing. School-wide, teachers have begun working on aligning in-class assessment questions with CAASPP question types, administering Interim Assessments in 3rd-8th graders to provide experience with the platform, and doing data dives of Star Reading Data in order to set SMART goals to support students' reading fluency and comprehension.



English Learner Report Highlights

- ❖ Reclassification:
 - The first reclassification review for the year is complete but reclassification processing has been delayed due to technical issues with the Ellevation platform. Currently, the following numbers of students qualify based on 2022-2023 ELPAC and CAASPP scores and Trimester 3, 2022-2023 standards-based grades:
 - 8th grade: 2
 - 7th grade: 5
 - 6th grade: 8
 - 5th grade: 4
 - 4th grade: 2
 - 3rd grade: 1



Attendance Highlights

Orange County Educational Arts Academy

08/16/2023 to 12/13/2023 = 86 school days

Grade Level	Carry Fwd	Gain	Mult Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Absent	Days Att'd	ADA	ADA %
-1	40	2	0	0	42	3612	0	6	196.00	2973.00	34.57	82.45%
0	74	3	1	5	72	6536	0	360	296.00	5457.00	63.45	88.36%
Subtotal	114	5	1	5	114	10148	0	366	492.00	8430.00	98.02	86.18%
1	84	3	1	2	85	7396	0	130	361.00	6699.00	77.90	92.20%
2	72	0	0	0	72	6192	0	0	303.00	5847.00	67.99	94.43%
3	79	0	0	3	76	6794	0	182	301.00	6285.00	73.08	95.05%
Subtotal	235	3	1	5	233	20382	0	312	965.00	18831.00	218.97	93.83%
4	70	0	0	3	67	6020	0	230	274.00	5473.00	63.64	94.53%
5	68	0	0	4	64	5848	0	202	181.00	5353.00	62.24	94.81%
6	72	0	0	1	71	6192	0	58	232.00	5872.00	68.28	95.73%
Subtotal	210	0	0	8	202	18060	0	490	687.00	16698.00	194.16	95.04%
7	47	0	0	2	45	4042	0	113	170.00	3727.00	43.34	94.86%
8	33	0	0	0	33	2838	0	0	142.00	2645.00	30.76	93.20%
Subtotal	80	0	0	2	78	6880	0	113	312.00	6372.00	74.10	94.16%
Grand Total	639	8	2	20	627	55470	0	1281	2456.00	50331.00	585.25	92.88%



Clubs/Activities

- Voices
- Hip Hop
- Ballet Folclórico
- Jr. Conservatory
- Heart Journaling
- Math Club
- Chess/Strategy
- Student Leadership
- Safety Monitors



School Director Board Update

Board Presentation 12.13.23

December 13th, 2023

Presented by
Pedro Llorente

Priorities of support by subcommittees as identified by ALT

Presentation of main topics:

LCAP Goal 1: *OCEAA ensures student access to qualified teachers, Special Education, a broad course of study, facilities in good standing, standards-aligned instructional materials, technology and physical wellness that supports their success.*

❖ **Academic Leadership Team Update:**

- SLCs were very successful! Inviting spaces and fully student driven.
 - ILT patterns in CAASPP and ParentSquare. Next steps
 - MTSS parents in CAASPP data. Connections, student group information. EduClimber forms
 - Benchmarks. Teacher effectiveness. Connect benchmarks to formal cycles.
 - Next Coffee Chat: Bullying vs. relationships, data
 - Multiple after school offerings and meetings for parents.
 - HS night December 14 with student panel
 - Crew Labs, Safety Monitors, Student Leadership Team functioning
-
- Facilities
 - New tables.

LCAP Goal 2: *OCEAA teachers effectively use data, student engaged assessment, and language acquisition strategies to ensure students achieve academic excellence in Spanish and English.*

❖ **Assessment & Intervention Coordinator Report**

➤ **Interventions**

■

➤ **Assessments**

■

■

❖ **EL Coordinator Report:**

- ❖ Charts of [2023-2024 Summative ELPAC Results](#)

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 - Only 0-2 students in each grades 5th-8th (0-7%) scored Beginning/1
 - 20-36% of students in each 5th-8th grades scored Well Developed/3
- ❖ OCEAA's current (and usual) greatest areas of needs are Reading and Writing. School-wide, teachers have begun working on aligning in-class assessment questions with CAASPP question types, administering Interim Assessments in 3rd-8th graders to provide experience with the platform, and doing data dives of Star Reading Data in order to set SMART goals to support students' reading fluency and comprehension.
- ❖ Reclassification:
 - The first reclassification review for the year is complete but reclassification processing has been delayed due to technical issues with the Ellevation platform. Currently, the following numbers of students qualify based on 2022-2023 ELPAC and CAASPP scores and Trimester 3, 2022-2023 standards-based grades:
 - 8th grade: 2
 - 7th grade: 5
 - 6th grade: 8
 - 5th grade: 4
 - 4th grade: 2
 - 3rd grade: 1

LCAP Goal 3: *All OCEAA students create complex, authentic work that demonstrates a high level of craftsmanship.*

❖ **Dual Language Immersion Curriculum & Instruction Coordinator Update:**

- Trimester 2 newsletters about the Integrated units have been sent home in K-5th grades.
- New Case Studies (one of now 2 case study in the school year for each of these grades) were facilitated in 1st, 3rd, and 4th grades in Trimester 1:

- 1st grade Identity case study that culminated in a family diversity fair on 11/14/23.
- 3rd grade case study culminating in original *corridos* about activists who have taken risks to secure the freedoms we enjoy in the U.S.
- 4th grade case study about the impacts of European colonization and the mission system on the indigenous communities of California culminating in original short plays written from the perspective of an indigenous person.
- Savannah Doss, 8th grade student and member of the EL Education Student Advisory Council (SAC), and Monica Bennett Gee, Curriculum and Instruction Coordinator, presented [“What Do Case Studies and the ELA Modules Look Like at a Spanish Dual Immersion School?” at the EL National Conference](#)

LCAP Goal 4: *All OCEAA students develop strong character and crew spirit to become effective learners, ethical people and culturally competent leaders who contribute to a better world.*

❖ **School Culture and Character Coordinator update:**

- Crew Lab sessions have begun and will continue for about 8 weeks until students take another survey to identify progress made
- EduClimber session held by MTSS to work on creating forms on EduClimber
 - Started SST form
 - Having conversation about whether or not to create character communications form/ODR form
- Character Communications
 - See latest data [here](#)
- Better World Day Committee plans will launch after Winter Break
- Crew of the Month and Crewmate of the Month will launch after Winter Break

LCAP Goal 5: OCEAA staff engage families in the life of the school, developing strong partnerships that support the well being of students and prepare them for entering a college preparatory high school program.

❖ **School Culture and Character Coordinator update:**

- Crew Newsletters - always include readings for family conversations, upcoming events around Santa Ana, SEL work for families
 - November Newsletter sent
 - December/January edition will be posted on ParentSquare by end of week
 - Student led conferences were a success
 - 3 dimension of student achievement bulletin boards were curated for student conferences and will be updated throughout the year

❖ **EL Coordinator Report:**

- [Yesterday’s \(December 12th, 2023\) general ELAC meeting](#) covered:

- Crew reading of *El violín de Ada* de Susan Hood, read aloud by Monica Bennett Gee
 - All attendees (live and over Zoom) received a copy of the book to take home to encourage attendance and participation
- Results of the 2022-2023 Summative English Language Proficiency Assessments for California (ELPAC), presented by Monica Bennett Gee
- Services available to OCEAA Students, presented by Pedro Llorente
- The next general ELAC meeting will be on February 6, 2024. The topics covered will be: Crew reading of a culturally-relevant picture book to be gifted to all participants, distribution of the Needs Assessment survey, EL Master Plan, Mid-Year Update about the Current LCAP



Financials through Oct 31, 2023

Monthly Financial Board Report

Prepared for: Orange County Educational Arts Academy

Prepared by School's CSMC SBM - Dennis Nguyen



Financial Summary

Actual to Budget:

This report is as of Oct 31, 2023, compared against our board-approved budget on June 14, 2023, based on 645 students enrolled and 575 ADA.

YTD Revenues Through **Oct 31, 2023**, are **\$3,379,430** or **33.9% (\$855,948) ahead of** our current budget due to timing of **ILPT (\$221k)**, **EPA (\$33k)**, and **State SPED (\$52k)** received. Revenues from grants were received from **ELOP (226k)** and **School Foods Best Practices (\$65k)** while some one-time grant revenues were recognized as they were expended. Local income is at \$94k ahead of budget. Offsetting revenues are Title funds that have not yet been received.

YTD Expenses Through **Oct 31, 2023**, are **\$3,496,985** or **2.4% (85,937) under** our current budget primarily due to **personnel (\$274k)** under budget due to open positions. This is offset by overspending primarily in the 4000s (\$74k), Ed Consultants (\$89k) advertising (\$15k), Fundraising (\$19k), and Utilities (\$10k) when compared to anticipated budget. The budget revision will reflect adjustments to expenses based on current trends.

Therefore, net income is **(\$117,555)**.

Balance Sheet:

As of Oct 31, 2023, we had total cash of \$5,489,068, short-term liabilities of \$4,108,551, and long-term liabilities of \$11,831,227. The ending fund balance is \$2,145,997.

Understanding the Financial Health of the Organization

The chart below explains some of the parameters that the school's leadership can evaluate to understand their financial health, and potential areas of weakness.

Cash Ratio

Ability to meet short-term obligations with cash



Current:	Target:
133.6 %	> 100.0 %

Formula:
(Cash) / (Current Liabilities)

Defensive Interval

Months of continued operation without incoming funds



Current:	Target:
6.4	> 3 months

Formula:
(Cash + Securities + AR)/(Average Expenses for Past 12 Months)

Current Ratio (Liquidity)

Ability to pay short-term obligations



Current:	Target:
1.5	> 1.0

Formula:
(Current Assets) / (Current Liabilities)

At the current time, the areas of concern that the school needs to keep a close eye on are ...

Actual to Budget Summary

FY 2023-2024, July - October

Account Description	July - Last Closed			2023-2024		
	Actual	Budget	Variance \$	Total Budget	Actual to Total Budget %	Remaining Budget
LCFF Revenue	\$2,393,903	\$2,139,244	\$254,659	\$7,975,720	30.0 %	\$5,581,817
Federal Revenue	\$44,561	\$158,195	(\$113,633)	\$807,667	5.5 %	\$763,106
State Revenue	\$666,227	\$131,257	\$534,971	\$2,305,767	28.9 %	\$1,639,539
Local Revenue	\$274,738	\$94,786	\$179,952	\$443,951	61.9 %	\$169,213
Total Revenue	\$3,379,430	\$2,523,481	\$855,948	\$11,533,104	29.3 %	\$8,153,675
Certificated Salaries	\$892,966	\$1,020,485	\$127,519	\$3,607,377	24.8 %	\$2,714,411
Classified Salaries	\$593,203	\$684,158	\$90,955	\$2,060,716	28.8 %	\$1,467,513
Benefits	\$588,954	\$645,163	\$56,209	\$1,943,262	30.3 %	\$1,354,308
Total Personnel Expenses	\$2,075,123	\$2,349,806	\$274,683	\$7,611,355	27.3 %	\$5,536,233
Books and Supplies	\$322,518	\$247,978	(\$74,541)	\$776,513	41.5 %	\$453,994
Services	\$1,099,343	\$921,419	(\$177,924)	\$2,739,221	40.1 %	\$1,639,878
Capital Outlay	-	\$63,720	\$63,720	\$191,170	0.0 %	\$191,170
Total Operational Expenses	\$1,421,862	\$1,233,116	(\$188,745)	\$3,706,904	38.4 %	\$2,285,042
Total Expenses	\$3,496,985	\$3,582,922	\$85,938	\$11,318,259	30.9 %	\$7,821,274
Net Income	(\$117,555)	(\$1,059,441)	\$941,886	\$214,845	-54.7 %	\$332,401

Revenue
\$3,379,430

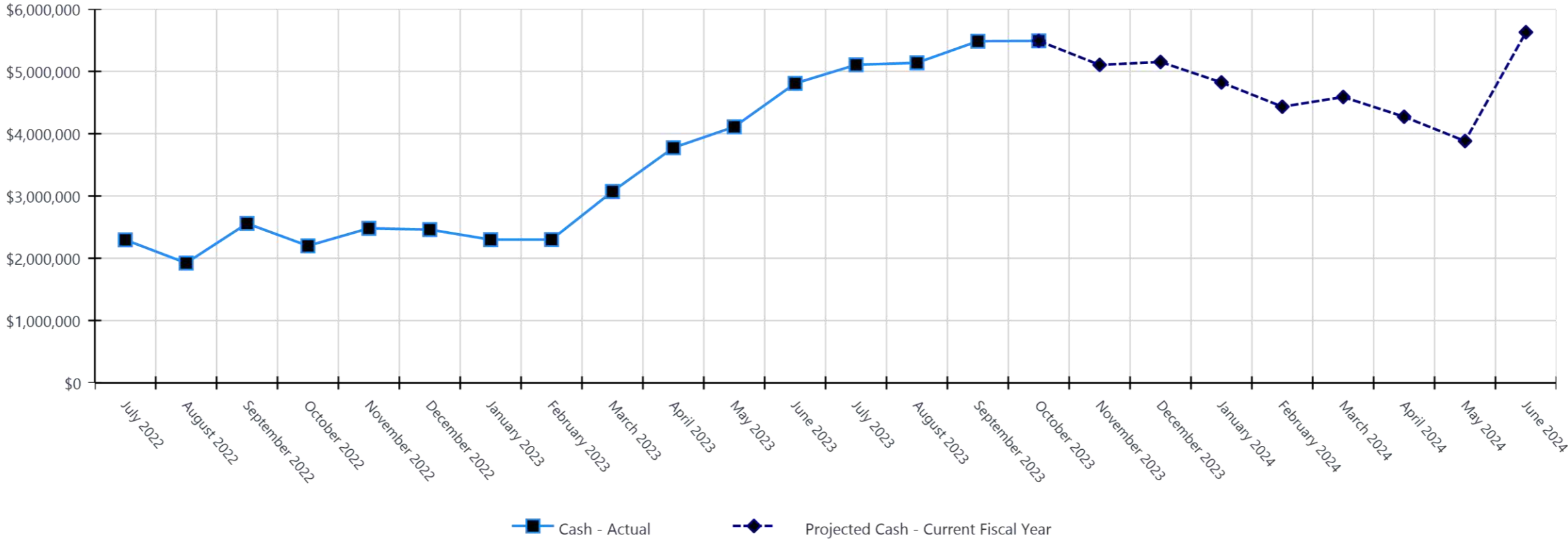
Expenses
\$3,496,985

Surplus / (Deficit)
(\$117,555)

This report displays all actual and budgeted revenue and expenditures by object code series and by month. This report can be useful in ensuring you receive your revenue in a timely manner and that you stay within the board approved expenditure levels.

Monthly Cash Balance Over Time

Current fiscal year and prior year



	Cash Amount	Actual or Projected
July 2022	\$2,295,551.56	Actual
August 2022	\$1,922,918.11	Actual
September 2022	\$2,557,782.24	Actual
October 2022	\$2,198,569.21	Actual
November 2022	\$2,480,310.93	Actual
December 2022	\$2,459,445.28	Actual
January 2023	\$2,298,377.74	Actual
February 2023	\$2,299,239.81	Actual
March 2023	\$3,071,585.49	Actual
April 2023	\$3,773,553.23	Actual
May 2023	\$4,109,563.31	Actual
June 2023	\$4,806,179.14	Actual

	Cash Amount	Actual or Projected
July 2023	\$5,105,051.24	Actual
August 2023	\$5,137,279.81	Actual
September 2023	\$5,483,567.39	Actual
October 2023	\$5,489,067.58	Actual
November 2023	\$5,103,674.00	Projected
December 2023	\$5,150,782.00	Projected
January 2024	\$4,821,779.00	Projected
February 2024	\$4,432,335.00	Projected
March 2024	\$4,588,205.00	Projected
April 2024	\$4,270,882.00	Projected
May 2024	\$3,881,044.00	Projected
June 2024	\$5,628,018.00	Projected

Balance Sheet Summary FY 2023-2024 - October

The balance sheet displays all of the school's assets and the school's obligations ('liabilities') at a particular point in time. It is a useful way to ensure the school has enough money to pay off its debts.

Liquidity Ratio
1.5

Assets	
Current Assets	
Accounts Receivable	\$542,751
Cash and Cash Equivalents	\$5,489,068
Prepaid Expenses	\$20,117
<i>Total Current Assets</i>	<i>\$6,051,935</i>
Fixed Assets	
Accumulated Depreciation	(\$1,894,673)
Fixed Assets	\$14,063,292
<i>Total Fixed Assets</i>	<i>\$12,168,619</i>
Other Assets	
Other Assets	\$18,466
<i>Total Other Assets</i>	<i>\$18,466</i>
Total Assets	\$18,239,020

Liabilities and Net Assets	
Current Liabilities	
Accounts Payable	\$76,118
Accrued Liabilities	\$259,833
Loans Payable Current	\$1,340,584
Other Short Term Liability	\$2,432,016
<i>Total Current Liabilities</i>	<i>\$4,108,551</i>
Long Term Liabilities	
Other Liabilities	\$11,831,227
Long Term Intercompany Payables	\$153,245
<i>Total Long Term Liabilities</i>	<i>\$11,984,472</i>
Total Liabilities	\$16,278,713
Net Increase/(Decrease in Net Assets)	
Net Increase/(Decrease) in Net Assets	(\$117,555)
<i>Total Net Increase/(Decrease) in Net Assets</i>	<i>(\$117,555)</i>
Total Net Assets	
Total Net Assets	\$2,145,997
<i>Total Net Assets</i>	<i>\$2,145,997</i>
Total Liabilities and Net Assets	\$18,239,020



Looking Ahead

12/13/2023	Winter Office Hours
12/15/2023	Annual Financial Audit Report deadline
	First Interim Financial Report
12/30/2023	Charter School Revolving Loan applications due
1/1/2024	New hourly wage and monthly exempt salary levels in effect
1/13/2024	CARES, ESSER, ESSER II, ESSER III expenditure report
1/15/2024	P-1 Attendance Report
1/19/2024	Several special education reports due; timing and steps vary by SELPA
1/24/2024	Webinar #6
1/31/2024	Federal Cash Management Data Collection (CMDC)
	ASES attendance and expenditure reports
2/1/2024	School Accountability Report Card (SARC) due in CDE portal
2/15/2024	Property tax exemption requests due
2/16/2024	ASES applications for next year due
2/20/2024	Workshop: State & Federal Programs Compliance
2/22/2024	Workshop: State & Federal Programs Compliance
2/22/2024	Webinar #7
2/28/2024	Schools must present LCAP mid-year update to board by this date
3/1/2024	ESSA Per-Pupil report due

CSMC Charter School Support Team



Executive VP of Client Services
Tom Nichols
tnichols@csmci.com



Regional SBM Director
Kristin Nowak
knowak@csmci.com



School Business Manager
Dennis Nguyen
dnguyen@csmci.com



Account Manager
Kayla Tocco
ktocco@csmci.com



Associate AM
Evelyn Jardiniano
ejardiniano@csmci.com



HELPING THE EDUCATION MOVEMENT SUCCEED ONE SCHOOL AT A TIME

POWERED BY:



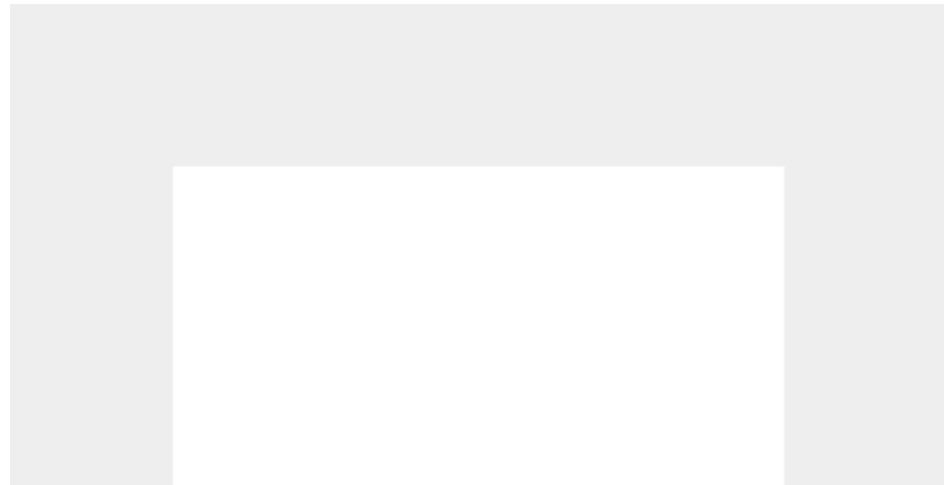
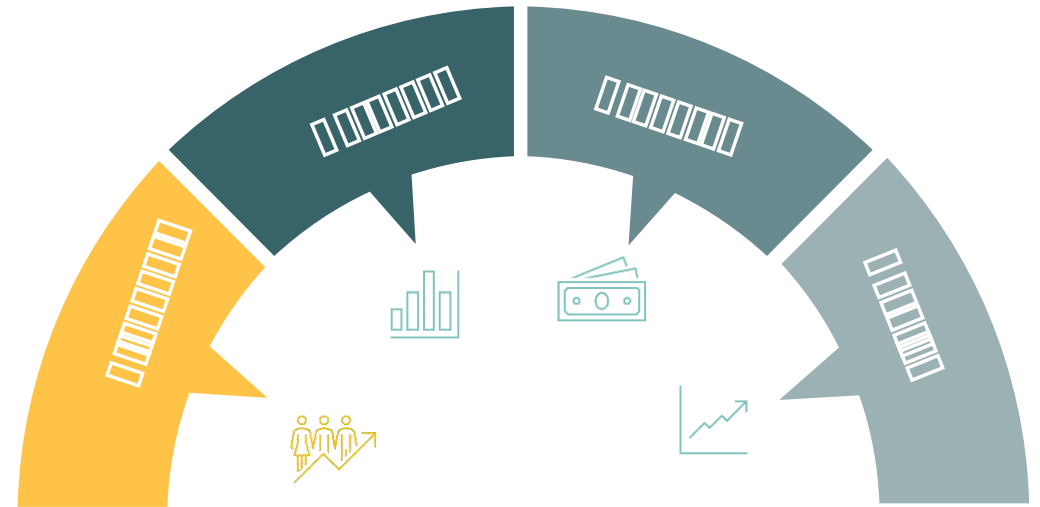
Charter Vision

info@csmci.com
Office: 888.994.CSMC
43460 Ridge Park Dr., Ste. 100
Temecula, Ca 92590

FY23-24 FIRST BUDGET
REVISION

Orange County Educational Arts Academy

Prepared by Dennis Nguyen – CSMC
dnguyen@csmci.com



OVERVIEW

FY23-24 Budget Revision #1

- This budget revision focused on the following:
- Updating enrollment and ADA to reflect current conditions
- Updating the changes in revenue assumptions
- Updating payroll to account for changes made since the initial adopted budget
- Review and update of the non-payroll expenses based on current outlook

Enrollment and ADA Projections

FY23-24 Budget Revision #1

	Enrollment	ADA	ADA %
Current	628	577.76	92%
Prior	645	575.02	89%
Variance	(17)	2.74	(3%)

Revenue Assumptions

FY23-24 Budget Revision #1

	Rates	Comments
COLA	8.22%	Increased from 8.13%
ILPT	\$3,944.12/ADA	Increased from \$3,785.63/ADA
State SPED	\$856.34/ADA	Increased from \$795.40/ADA
Fed SPED	\$125.45/ADA	Decreased from \$142.41/ADA
Mandate Block Grant	\$19.83/ADA (K-8)	No Change
Lottery	\$249/ADA	Increased from \$237/ADA

Total Revenue

FY23-24 Budget Revision #1

Group	Current	Prior	Variance
LCFF	\$7,957,288	\$7,975,720	(\$18,432)
Federal	\$810,407	\$807,667	\$2,740
State	\$2,570,678	\$2,334,572	\$236,106
Local	\$496,851	\$415,200	\$81,651
Total	\$11,835,224	\$11,533,159	\$302,065
One-Time revenues	\$1,007,005	\$809,598	\$197,407

Revenue Comments

FY23-24 Budget Revision #1

- LCFF decreases slightly due to fewer students, even though ADA slightly increases. This is because the enrollment count impacts the LCFF concentration and supplemental grant amounts.
- Federal Revenue adjustments capture the ARP-HCY II grant of \$6,409. We note decreases in Federal SPED due to the lower rate now being projected, as well as a decrease in Title I, Title II, and Title IV. Title III revenue increases due to carry-over from prior year.
- Non-LCFF state revenues increases primarily due to amending the other state revenue bucket to reflect what we anticipate spending (increase of approx. \$190k). These revenues include ELOP (\$500k), ASES (\$203k), UPK (\$120k), Educator Effectiveness (\$32k), Prop 28 Arts & Music (\$99k), Kitchen Infrastructure (\$38k), and KIT Training (\$7k). State SPED increased by \$37k due to the higher rate.
- Local revenue was trued up to match current year-to-date amounts.

Total Expenses

FY23-24 Budget Revision #1

Group	Current	Prior	Variance
Personnel	\$7,703,171	\$ 7,611,361	\$91,810
Books and Supplies	\$788,578	\$776,513	\$12,065
Services and Other Operating	\$3,027,970	\$2,739,223	\$288,747
Depreciation	\$191,170	\$191,170	\$-
Total	\$11,710,888	\$11,318,266	\$392,622

Expense Comments

FY23-24 Budget Revision #1

- Personnel expense increases by \$91k due to trueing up payroll roster wages and open positions
- Books and supplies see an increase in \$12k related to general increases in books, reference materials, supplies for classroom and plant maintenance.
- Services and other operating expenses are set to increase \$288k primarily due to an increase in educational consultants by \$300k.
- In addition, various increases and decreases were made across multiple items were made such as professional consultants up by \$15k, utilities up by \$15k, PD/travel/conferences up by \$14k, advertising up by \$3k, legal services down by \$50k, and building related expenses down by \$15k.

Bottom Line and Fund Balance

FY23-24 Budget Revision #1

	Current	Prior	Variance
Surplus / (Deficit)	\$124,893	\$214,893	\$(90,558)
Beginning Fund Balance	\$2,263,552	\$2,263,552	-
Projected Ending Fund Balance	\$2,387,888	\$2,478,445	\$(90,558)



info@csmci.com

888.994.CSMC

43460 Ridge Park Dr., Ste. 100,
Temecula

OCEAA

	CATEGORY	FY24 INITIAL	FY24 REVISION #1	VARIANCE
	TOTAL ENROLLMENT	645	628	(17)
	AVERAGE DAILY ATTENDANCE	575.0	577.8	2.7
REVENUE	State LCFF Revenue	7,975,720	7,957,288	(18,432)
	Federal Revenue	807,667	810,407	2,740
	Other State Revenue	2,334,572	2,570,678	236,106
	Local Revenue	415,200	496,851	81,651
	TOTAL REVENUE	11,533,159	11,835,224	302,065
EXPENSES	Certificated Salaries	3,607,378	3,401,221	(206,157)
	Classified Salaries	2,060,717	2,195,292	134,575
	Benefits	1,943,266	2,106,657	163,392
	<i>TOTAL PERSONNEL EXPENSES</i>	<i>7,611,361</i>	<i>7,703,171</i>	<i>91,810</i>
	Books and Supplies	776,513	788,578	12,065
	Services and Other Operating Expenses	2,739,223	3,027,970	288,747
	Capital Outlay	191,170	191,170	-
	Other Outgoing	-	-	-
	<i>TOTAL OTHER EXPENSES</i>	<i>3,706,905</i>	<i>4,007,717</i>	<i>300,812</i>
	TOTAL EXPENSES	11,318,266	11,710,888	392,622
SUMMARY	SURPLUS\ (DEFICIT)	214,893	124,336	(90,558)
	<i>% of LCFF Revenue</i>	2.7%	1.6%	
	BEGINNING FUND BALANCE	\$ 2,263,552	\$ 2,263,552	
	ENDING BALANCE	\$ 2,478,445	\$ 2,387,888	
	<i>% of LCFF Revenue</i>	31.1%	30.0%	

10,875,224 EST. REV. W/ LCFF PY22/23 RETURN

(835,664) EST. DEF. W/ LCFF PY22/23 RETURN

(235,664) EST. DEF. W/ REV. FROM PY22-23 SB740

SALARIES AND BENEFITS - SUMMARIZED

DEPT	FULL NAME	FTE	TOTAL SALARY	TOTAL BENEFITS
1100	Teacher Salaries	35.00	2,554,311.00	792,013.21
1120	Substitute Teachers/Teachers' Bonuses and Stipends	5.00	105,520.00	49,544.91
1200	Certificated Pupil Support Salaries	3.00	222,643.00	62,935.07
1300	Certificated Supervisor and Administrator Salaries	5.00	518,747.00	160,701.64
1900	Other Certificated Salaries	-	-	-
2100	Instructional Aide Salaries	34.00	691,861.45	325,348.24
2200	Classified Support Salaries	17.00	349,602.00	177,673.31
2300	Classified Supervisor and Administrator Salaries	7.00	627,752.00	271,292.34
2400	Clerical, Technical and Office Staff Salaries	6.00	266,300.00	147,922.49
2900	Other Classified Salaries	7.00	259,777.00	119,226.26
3901	Certificated Other Benefits	-	-	-
		119.00	5,596,513.45	2,106,657.47

GRADE	FY24 INITIAL	FY24 REVISION #1
ENROLLMENT BY GRADE		
K	128	114
1	88	84
2	80	73
3	75	76
4	75	67
5	74	65
6	60	71
7	35	45
8	30	33
TOTAL	645	628

DAILY ATTENDANCE RATE		
K	90.00%	92.00%
1	90.00%	92.00%
2	90.00%	92.00%
3	90.00%	92.00%
4	88.00%	92.00%
5	88.00%	92.00%
6	88.00%	92.00%
7	88.00%	92.00%
8	88.00%	92.00%
TOTAL	89.15%	92.00%

AVG DAILY ATTENDANCE BY GRADE		
K	115.2	104.88
1	79.2	77.28
2	72.0	67.16
3	67.5	69.92
4	66.0	61.64
5	65.1	59.80
6	52.8	65.32
7	30.8	41.40
8	26.4	30.36
TOTAL	575.0	577.76

AVG DAILY ATTENDANCE BY GRADE RANGE		
K-3	333.90	319.24
4-6	183.92	186.76
7-8	57.20	71.76
9-12	-	-
TOTAL	575.02	577.76

ACCT	ACCOUNT NAME	FY24 INITIAL	FY24 REVISION #1	VARIANCE
LCFF				
8011	LCFF; state aid	4,118,187.00	3,943,797.00	(174,390.00)
8012	LCFF; EPA	1,680,720.00	1,734,736.23	54,016.23
8096	In-Lieu of Property Taxes	2,176,812.96	2,278,754.77	101,941.81
8019	Prior Year Income/Adjustments		-	-
80XX	0		-	-
80XX	0		-	-
<i>TOTAL LCFF REVENUE</i>		7,975,719.96	7,957,288.00	(18,431.96)
FEDERAL				
8182	Special Education -Mental Federal Health	-	-	-
8220	Federal Child Nutrition	465,000.00	465,000.00	-
8290	All Other Federal Revenue	-	6,409.00	6,409.00
8291	Title I	188,503.39	162,265.00	(26,238.39)
8292	Title II	22,892.78	20,253.00	(2,639.78)
8293	Title III	34,919.06	69,901.00	34,981.94
8294	Title IV	14,463.26	14,099.00	(364.26)
8295	Title V		-	-
8299	Prior Year Federal Revenue		-	-
8181	Special Education - Federal IDEA	81,888.60	72,479.99	(9,408.61)
8XXX	0	-	-	-
8XXX	0	-	-	-
<i>TOTAL FEDERAL REVENUE</i>		807,667.09	810,406.99	2,739.90
OTHER STATE				
8520	State Nutrition	194,358.00	194,358.00	-
8550	Mandate Block Grant	11,456.98	11,456.98	-
8560	Lottery	136,279.74	143,862.24	7,582.50
8590	All Other State Revenue	809,598.24	1,000,595.84	190,997.60
8591	SB 740 Rent re-imbusement program	696,757.20	696,757.20	-
8599	Prior Year State Revenues	-	-	-
8791	Special Education - AB 602 & Mental Health	28,751.00	28,888.00	137.00
8792	Special Education - AB 602 & Mental Health	457,370.91	494,759.58	37,388.67
8XXX	0	-	-	-
8XXX	0	-	-	-
8XXX	0	-	-	-
<i>TOTAL OTHER STATE REVENUE</i>		2,334,572.07	2,570,677.84	236,105.77
LOCAL				
8639	Student Lunch Revenue	900.00	900.00	-
8660	Interest	28,000.00	49,012.17	21,012.17
8682	Foundation Grants		-	-
8684	Student Body (ASB) Fundraising Revenue	-	-	-
8685	School Site Fundraising	164,800.00	164,800.00	-
8688	In Kind Contributions	-	-	-
8693	Field Trips	-	-	-
8698	Erate Revenues	-	-	-
8699	All Other Local Revenue	1,500.00	62,138.87	60,638.87
8784	After School Program Receipts	220,000.00	220,000.00	-
8910	Transfer in from LLC Charitable Contributions		-	-
8983	All Other Local Revenue		-	-
8650	Rental Income		-	-
8999	Revenue Suspense	-	-	-
8XXX	0	-	-	-
8XXX	0	-	-	-
<i>TOTAL LOCAL REVENUE</i>		415,200.00	496,851.04	81,651.04
<i>TOTAL REVENUE</i>		11,533,159.12	11,835,223.87	302,064.75

ACCT	ACCOUNT NAME	FY24 INITIAL	FY24 REVISION #1	VARIANCE
4000 - BOOKS AND SUPPLIES				
4100	Approved Textbooks and Core Curricula Material	139,050.00	139,050.00	-
4200	Books and Other Reference Materials	27,295.00	30,000.00	2,705.00
4300	Materials and Supplies	95,000.00	95,000.00	-
4315	Classroom Materials and Supplies	28,840.00	35,000.00	6,160.00
4381	Materials for Plant Maintenance	61,800.00	65,000.00	3,200.00
4400	Noncapitalized Equipment	89,358.00	89,358.00	-
4410	Software and Software License	40,170.00	40,170.00	-
4430	General Student Equipment	55,000.00	55,000.00	-
4700	Food and Food Supplies	240,000.00	240,000.00	-
4XXX	0	-	-	-
TOTAL BOOKS AND SUPPLIES		776,513.00	788,578.00	12,065.00
5000 - SERVICES AND OTHER OPEX				
5200	Travel and Conferences	10,300.00	15,000.00	4,700.00
5210	Professional Development	61,000.00	70,000.00	9,000.00
5223	Facility & Staff Parking	59,060.20	59,060.20	-
5300	Dues and Memberships	13,390.00	17,000.00	3,610.00
5400	Insurance	118,266.00	118,266.00	-
5500	Operation and Housekeeping Services/Supplies	5,150.00	5,150.00	-
5501	Utilities	144,200.00	160,000.00	15,800.00
5600	Space Rental/Leases Expense	929,009.60	918,740.00	(10,269.60)
5601	Building Maintenance	35,000.00	30,000.00	(5,000.00)
5602	Other Space Rental	12,360.00	12,360.00	-
5605	Equipment Rental/Lease Expense	24,000.00	24,000.00	-
5610	Equipment Repair	13,390.00	17,000.00	3,610.00
5800	Professional/Consulting Services and Operating E	250,000.00	265,000.00	15,000.00
5803	Banking and Payroll Service Fees	46,679.60	50,000.00	3,320.40
5805	Legal Services	80,000.00	30,000.00	(50,000.00)
5806	Audit Services	24,500.00	24,500.00	-
5807	Legal Settlements	-	-	-
5810	Educational Consultants	400,000.00	700,000.00	300,000.00
5811	Student Transportation / Events	36,050.00	36,050.00	-
5812	Student Events	-	600.00	600.00
5815	Advertising / Recruiting	25,000.00	28,000.00	3,000.00
5820	Fundraising Expense	48,410.00	48,410.00	-
5830	Field Trips	41,200.00	41,200.00	-
5850	Scholarships	1,000.00	1,000.00	-
5873	Financial Services	108,000.00	108,000.00	-
5874	Personnel Services	3,000.00	3,000.00	-
5875	District Oversight Fee	79,757.20	79,572.88	(184.32)
5877	IT Services	125,000.00	125,000.00	-
5890	Interest Expense / Misc. Fees	500.00	500.00	-
5891	CSC/CAM Fees	-	-	-
5900	Communications	45,000.00	40,000.00	(5,000.00)
5998	Unallocated Credit Card Expenses	-	-	-
5816	Sales & Use Tax	-	560.53	560.53
5XXX	0	-	-	-
5XXX	0	-	-	-
TOTAL SERVICES AND OTHER OPEX		2,739,222.60	3,027,969.61	288,747.01

6000 - CAPITAL OUTLAY				
6900	Depreciation Expense	191,169.76	191,169.76	-
6XXX	0	-	-	-
6XXX	0	-	-	-
<i>TOTAL DEPRECIATION</i>		191,169.76	191,169.76	-
7000 - OTHER OUTGOING				
7000	Misc Expense	-	-	-
7438	Debt	-	-	-
7141	SPED Encroachment	-	-	-
7XXX	0	-	-	-
7XXX	0	-	-	-
<i>TOTAL OTHER OUTGOING</i>		-	-	-
<i>TOTAL EXPENSES</i>		3,706,905.36	4,007,717.37	300,812.01

EMPLOYEE HANDBOOK 2023 - 2024



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INTRODUCTION

¡BIENVENIDOS!

Welcome to the Orange County Educational Arts Academy team! We're happy you have chosen to become part of our school and hope you will enjoy the joys, challenges and, most of all, rewards of working at OCEAA.

The foundation of a great school is built on a foundation of great employees who bring a dedication to honesty, integrity, and following through on their commitments. OCEAA recognizes this and appreciates the amazing dedication that is exhibited in all we do every day in support of our students.

We realize that job satisfaction is based on many factors. Along with economic rewards, OCEAA offers opportunities for input, achievement, and contributing to the overall success of our school as we strive to provide an excellent place of learning for our students. We look forward to your participation in making our school a success.

MISSION STATEMENT

The mission of the OCEAA community is to nurture all learners to become creative, critical thinkers by providing high quality standards-based instruction through the arts, technology, language, and culture.

EL EDUCATION

Learning is challenging

- Students are supported to do far more than they think they can. Teachers expect excellence and teach in ways that enable students to learn deeply, surpass standards, and produce high-quality work. Students and teachers model academic courage.

Learning is active

- Students are scientists, urban planners, historians, artists, and activists, exploring ideas and engaging in authentic work that allows them to contribute to their communities and promote equity and social justice.
- Students produce high-quality work for presentation to audiences within and beyond the school. They reflect on what and how they learn with peers, teachers, and community members. Hallways and classrooms are filled with evidence of learning and beautiful student work.

Learning is meaningful

- Students build deep understanding of concepts and can apply their skills and knowledge to new contexts and real-world issues. They are learning with a purpose — getting smart to do — and see that their education is in service of building a better world.

Learning is collaborative

- School leaders, teachers, students, and families work together to create a culture of respect, responsibility, and joy in learning. The school community is a place where all students and adults feel that they belong, support each other to succeed, and are inspired to be their best selves.

ABOUT OUR HANDBOOK

This handbook is intended to provide employees with information regarding OCEAA’s personnel policies, services, benefits and to familiarize employees with their duties and responsibilities. All employees are expected to read and comply with all of its provisions. This handbook supersedes any and all prior policies and procedures of the school, whether oral or written.

From time to time, circumstances will undoubtedly require that the policies, practices and benefits described in this handbook be changed, not including the at-will policy (as outlined in the ‘At-Will Employment’ section), which cannot be changed, except in writing signed by the Administrator of the School. OCEAA reserves the right to change, add, or eliminate any of the practices described in the handbook at any time. When new policies are added, or existing policies and procedures are changed, the most recent policy shall prevail and govern any new action taken. Employee suggestions for a new policy or change to an existing policy are always welcome and should be forwarded to an Administrator or the Business Office.

It is important that all employees read, understand, and follow the provisions of the Handbook. If you need further information, or if you wish to discuss any policy in this Handbook, please feel free to contact an Administrator of the School or the Business Office.

EMPLOYMENT POLICIES

AT-WILL EMPLOYMENT

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. California is an “at-will” employment state. Either the employee or the school may terminate the employment relationship with or without cause and with or without notice. Nothing in this handbook, or in any document or statement, shall limit the right to terminate employment at-will. No administrator or supervisor has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. Any agreement that alters the “at-will” nature of employment must be approved by the Board of Directors.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

EQUAL EMPLOYMENT OPPORTUNITY

OCEAA is committed to equal employment opportunity and dedicated to creating a work and academic environment that welcomes all, fosters diversity, and promotes excellence, without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including reproductive health decision making, pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the school will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to the school. An applicant or employee who believes they require an accommodation to perform the essential functions of the job should contact the Business Office and request such an accommodation, specifying what accommodation they need to perform the job. The school will review the options, engage in an interactive process with the individual, and respond to the individual's request.

If you believe you have been subjected to unlawful discrimination, or witnessed unlawful discrimination, please report it to your supervisor, the Business Office, or an Administrator.

HARASSMENT, DISCRIMINATION, AND RETALIATION PREVENTION POLICY

OCEAA is committed to providing a work environment free of harassment, discrimination, retaliation, disrespect and any other unprofessional conduct based on race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including reproductive health decision making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

OCEAA also prohibits discrimination, harassment, disrespect, or unprofessional conduct based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

The school's anti-harassment policy applies to all persons involved in the operation of the school and prohibits unlawful harassment by any employee of the school, which includes supervisors and co-workers, and third parties. The school will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including students, parents, vendors, and suppliers, who have workplace contact with our employees.

OCEAA does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other persons with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Business Office or designee.

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

Prohibited Unlawful Harassment

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

Prohibited Unlawful Sexual Harassment

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

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

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

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Business Office. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;

- Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate OCEAA policy.

Liability for Harassment

Any employee of OCEAA who is found to have engaged in prohibited harassment is subject to disciplinary action, up to and including termination. Any employee who knew about harassment, but took no action to stop it, may be held personally liable. Any employee who knew about harassment and took no action to stop it or failed to report the harassment to an Administrator or the Business Office may also be subject to discipline up to and including termination.

Complaint Procedure

OCEAA's complaint procedure provides for an immediate, thorough, and objective investigation of any claim of unlawful or prohibited harassment, appropriate disciplinary action against anyone found to have engaged in prohibited harassment, and appropriate remedies for any victim of harassment.

Employees are encouraged to report all incidents believed to be unlawful discrimination, harassment, or retaliation, regardless of whether they are the alleged victim or a witness/bystander.

If you believe you have been subjected to any form of such unlawful conduct, or if you have knowledge of such unlawful conduct, employees should submit a complaint, preferably in writing, to your supervisor, the Business Office, or an Administrator. If these individuals are not available, or if you believe that one of these individuals has engaged in inappropriate behavior in violation of this policy, employees should submit a complaint to any other supervisor as soon as possible. Complaints should specify all relevant facts regarding the incident, as well as the names of any individuals involved, including witnesses. Supervisors must report all conduct of which they are made aware, which violates, or may violate, policies regarding unlawful discrimination, harassment, or retaliation to the Business Office or an Administrator, as appropriate.

Applicable law prohibits retaliation against any employee by another employee or by OCEAA for using this complaint procedure or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. Additionally, OCEAA will not knowingly permit any retaliation against any employee who complains of prohibited harassment or who participates in an investigation.

All incidents of prohibited harassment that are reported will be investigated. OCEAA will promptly undertake or direct an effective, thorough, and objective investigation of the harassment allegations. The investigation will be completed and a determination regarding the reported harassment will be made and communicated to the employee who complained and to the accused harasser(s). The school will protect the confidentiality of the investigation to the extent possible, but in some circumstances absolute confidentiality cannot be assured.

If OCEAA determines that prohibited harassment has occurred, OCEAA will take effective remedial action commensurate with the circumstances, up to and including termination. Appropriate action will also be taken to deter any future harassment. With consideration of any legal restrictions, OCEAA will advise the employee who complained of harassment of action that has been taken as a result of the complaint and subsequent investigation.

The California Civil Rights Department (<https://calcivilrights.ca.gov/>) and the U.S. Equal Employment Opportunity Commission (www.eeoc.gov) investigate and prosecute complaints of prohibited harassment in employment. Anyone thinking they have been harassed, or have been retaliated against for resisting or complaining, may also file a complaint with the appropriate agency or get information about their rules and procedures for reporting charges of sexual or other harassment and for pursuing available remedies.

Questions or complaints of alleged discrimination, harassment, intimidation and bullying, equity or Title IX equity and compliance concerns should be directed to:

Rosalinda Vargas, Human Resources Manager e-mail: rvargas@oceaa.org 714.558.2787 ext. 3040

HARASSMENT PREVENTION TRAINING

OCEAA, in compliance with mandatory California State law, provides harassment prevention training to all personnel within six (6) months of hire and every two (2) years thereafter. All employees receive one (1) hour of training. Individuals in supervisory roles receive an additional one (1) hour of training which highlights their responsibilities as a supervisory employee at OCEAA. Other staff will receive sexual harassment prevention training as required by law.

OCEAA's Harassment Prevention Training includes all legally required topics, including:

- Sexual harassment laws.
- Harassment prevention, correction, and remedies.
- Prevention of abusive conduct. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance.
- Bullying identification, prevention, and correction.
- Discussion of harassment based on intolerance, implicit bias, and indefensible ignorance.
- Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment.

MANDATED CHILD ABUSE/NEGLECT REPORTING

California Penal Code section 11166 requires any teacher or child care custodian who has knowledge of, or observes, a child in their professional capacity or within the scope of their employment whom they know or reasonably suspect has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practicable, by telephone and to prepare and send a written report within 36 hours of receiving the information concerning the incident. Employees may but are not required to report such incidents to the Business Office or an Administrator. Reporting such incidents to the Business Office or an Administrator does not relieve the employee of responsibility to also immediately report such incidents to the appropriate child protective agency by telephone and to send a written report.

However, employees may work cooperatively to report the incidents and to file one written report. Employees who have any questions about these reporting requirements should contact the Administration.

OCEAA will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

EMPLOYMENT OF RELATIVES

Relatives of employees may be eligible for employment with the school only if the individuals involved do not work in a direct supervisory relationship or in job positions in which an actual or potential conflict of interest could arise. Current employees who marry will be permitted to continue working in the same job positions held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflicts of interest. If relatives are found to be employed in any of these prohibited job positions, the school will take action to eliminate the conflict, including possibly requiring one or both employees to accept a transfer to another position or to resign. Relatives for purposes of this policy include spouse/domestic partner, parent, guardian, sibling, child, grandparent, first cousins, aunts/uncles, and any corresponding in-law or step relative.

EMPLOYMENT CATEGORIES

Full-Time employees regularly work at least 36 hours per week.

Part-Time employees regularly work fewer than 36 hours per week.

ONGOING EMPLOYMENT REQUIREMENTS

Certification

OCEAA teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher is required to hold by law. Teachers must provide copies of current credentials, transcripts, and test scores each fall prior to the first day of actual work for the school year. Failure to provide these documents may delay a teacher's ability to begin work.

If a teacher allows a credential, certificate, registration, or required course deadline to expire, or if a teacher fails re-certification, training, or testing, OCEAA is required to remove that teacher from the work schedule until they meet the requirements or renew their credential.

Teachers of non-core subjects may not be required to comply with this policy.

Criminal Background Clearance

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation performed by the California State Department of Justice and the FBI.

No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Business Office.

Tuberculosis Screening

No person shall be employed by the school unless they provide proof of having submitted to a tuberculosis (TB) risk assessment within the past 60 days and that no risk factors have been identified. If TB risk factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined they are free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intra-dermal tuberculin test that, if positive, shall be followed by an X-ray of the lungs. Each employee shall present a certificate from a qualified professional showing the employee was assessed or examined and found free of risk factors or of infectious TB (as applicable). A person who transfers employment from another school can meet these requirements by providing a certificate from a qualified professional, or a verification from the prior school employer, that shows they were found to be free of infectious TB within 60 days of initial hire.

An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if recommended by the local health officer.

The risk assessment, and examination, if necessary, is a condition of initial employment, and the expense is the employee's. Subsequent assessments shall be reimbursed to the employee by the school.

CPR/AED & First Aid Certification

All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, coaches, non-core teachers, administrators, etc.) must receive, renew, and maintain basic first-aid and CPR/AED certification by the first day of the school year for students. Any employee required to be first aid certified and hired after the beginning of the school year will be required to provide proof of completion of both First Aid and CPR/AED training prior to the first day of work. Qualifying certifications require in class instruction. Internet certifications will not be accepted. For additional information on the training required, please contact the Business Office.

MANDATED REPORTER TRAINING

All OCEAA employees are required, upon hire and annually thereafter, to undergo training related to the Mandated Reporting laws for which all of us at OCEAA must abide

JOB DUTIES

Your supervisor will explain your job responsibilities and the performance standards expected of you. Job responsibilities may change at any time during employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of

your department or the school. Your cooperation and assistance in performing such additional work is expected, but also very much appreciated.

The school reserves the right, at any time, with or without notice, to transfer, demote, suspend, change job responsibilities, and change the terms and conditions of employment at its sole discretion.

PERSONNEL FILES AND RECORD KEEPING PROTOCOLS

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Business Office advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. OCEAA will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Business Office. Only the Business Office or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

PERSONAL INFORMATION

It is important that OCEAA has up-to-date personal information on all employees. If you have a change in any of the following please notify the Business Office as soon as possible - legal name; home address; telephone numbers; emergency contacts; change of beneficiary; tax withholding exemptions; updated transcripts, trainings or continuing education credits that you have earned; licensing or credentialing information.

EMPLOYMENT VERIFICATIONS AND REFERENCES

All requests for employment verifications or references must be directed to the Business Office. No other administrator, supervisor, or employee is authorized to release references for current or former employees. The school's policy as to references for employees who have left the school is to disclose only the dates of employment and the title of the last position held. With a written authorization by an employee, the school will also provide a prospective employer with information on the amount of salary or wage last earned.

WORKDAY AND WORKWEEK

For purposes of calculating overtime, the school's standard workweek begins on Sunday at 12:01 a.m. and ends on Sunday at 12:00 a.m. (midnight). The School's standard workday is 12:01 a.m. to 12:00 a.m. (midnight) each day.

OCEAA is scheduled to be open from 7:00am to 4:00pm, Monday through Friday. Individual work schedules will be developed and may vary by department. Employees are not required to, and will not be compensated for, reporting to work in July, unless they are expressly directed to do so.

TIMEKEEPING

To ensure compliance with all applicable laws, all non-exempt employees must accurately record all hours worked upon arrival to your designated work area not on personal devices. This means they must clock in and out whenever they begin, cease, or resume working during a workday. While you need not clock out and in during your rest periods, you must clock out and in during your meal periods. Under no circumstances may one employee clock in or out for another employee. Exempt employees are expected to record their time worked and report absences from work due to personal needs or illness. Exempt employees are not required to clock in or out for meal periods. Recording inaccurate time on your timesheet or recording time on another employee's timesheet is a violation of school policy and may result in discipline, including immediate termination.

Employees are strictly prohibited from working "off the clock" or failing to record all time worked. Falsification of any timesheet may result in disciplinary action, up to and including termination.

Missing a clock in or out, reporting of time off can cause incorrect payroll processing and /or delays in payroll.

MAKE-UP TIME

At the school's discretion, non-exempt employees may be permitted to make-up time for time missed due to personal obligations. Requests to perform make-up time must be submitted in writing and must be pre-approved by your supervisor before the make-up time is worked. If approved, non-exempt employees may not work more than 11 hours in a day or more than 40 hours in a work week. All make-up time must be performed in the same work week in which time was missed. Request forms for makeup time are available from the Business Office.

MEAL AND BREAK PERIODS

OCEAA's policy is to provide nonexempt employees with an opportunity to take meal and rest periods consistent with the law. During nonexempt employees your meal periods and rest periods, employees may not work at all. You are excused from all duties. In addition, please understand that you may not combine required meal or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier. In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to school policy, you must notify the Business Office in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

Meal Periods

All non-exempt employees are provided the opportunity to take an uninterrupted meal period of at least 30 minutes each day they work more than five hours. You must commence the meal period

before you complete your fifth hour of work. If you begin working at 8:30am, for example, you must take your meal period prior to 1:30 pm. In addition, you must record the actual times that you stop and start work to take a meal period. A second meal period of not less than 30 minutes is also required whenever a non-exempt employee works more than 10 hours in a workday. You must commence your second meal period before you complete your tenth hour of work. Meal periods are unpaid.

An employee may waive this meal period if the day's work will be completed in no more than six hours, provided the employee and OCEAA mutually consent to the waiver in writing.

Rest Periods

All non-exempt employees are authorized, permitted, and strongly encouraged to take a 10-minute rest period every 4 hours worked or major fraction thereof. Ordinarily, this amounts to two 10- minute rest periods per 8-hour workday. The first rest period should be taken roughly in the middle of the 4- hour work period prior to lunch, and the second rest period should be taken roughly in the middle of the 4-hour work period following lunch. You do not need to record the times of these rest periods. You will be paid for the time spent on your rest periods.

SCHOOL DECORATING AND CELEBRATIONS

Decorating around annual holidays is always challenging. We want to be celebratory, but we do not want to offend, nor come across as promoting some holidays over others that may not necessarily be celebrated by portions of our School community. We feel it is important, though, to be able to celebrate different times of year, the passage of seasons, and an opportunity for all of us to celebrate inclusively. By celebrating each month of the school year, we can all be part of the celebration, learn about our world, and decorate accordingly.

Celebrations by the month

- September Hispanic Heritage Month
- October Welcome Fall Month
- November Native American Heritage Month
- December What December means to each of us. A time to share our family traditions.
- January Superhero Month. Who are our superheroes?
- February Black History Month
- March Welcome Spring Month
- April Earth Month
- May Asian Pacific American Heritage Month
- June Juneteenth Independence Day

Decorating Guidelines

- Specific religious holidays are not sanctioned.
- Decorations must be secular and school-age appropriate.
- We must be mindful of damaging surfaces while decorating. Decorations must not be taped, tacked, glued, or nailed to any surface that could be damaged.
- Cloth material decorations must be flame resistant and certified as passing the flame resistance testing of NFPA 701.
- No live or fresh-cut trees may be used as decorations. Artificial trees may be used if they are noncombustible.

- Decorations must be flame retardant and not block any fire protection equipment, emergency system devices or fire exit pathways.
- Do not place decorations on top of or in contact with any heat source.

LITERACY ASSISTANCE

We are committed to aiding employees who require time off to participate in an adult education program for literacy assistance. If you need time off to attend such a program, you should inform your direct supervisor. The school does not provide paid time off for participation in an adult literacy education. However, you may utilize accrued PTO if you want compensation for this time off. If you do not have accrued PTO available, you will be permitted to take the time off without pay.

PERFORMANCE EVALUATIONS

All employees will receive periodic performance evaluations. Performance reviews should be a positive and interactive process whereby both the school and the individual being reviewed can learn more about their strengths and areas of growth. Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations should help you become aware of your progress, areas for improvement, and objectives or goals for future work performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with the Supervisor and that they are aware of its contents.

Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the school and depend upon many factors in addition to performance. OCEAA's evaluation system will in no way alter the at-will employment relationship.

Non-Certificated Employees

OCEAA strives to conduct performance evaluations of non-certificated employees annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or performance challenges.

Certificated Teachers

Certificated teachers will participate in two evaluation conferences to review performance during the school year. These evaluations are part of a larger professional growth plan that is implemented annually. The performance review timeline is as follows:

- **August Pre-service Professional Development Days:** School policies, student achievement goals and focus California Standards for the Teaching Profession are shared to establish performance expectations. Professional development activities aligned to these goals begin and continue
- **August – June:** School Director conducts informal classroom walkthroughs and provides feedback in writing for professional dialogue; specialists provide a variety of support to ensure all teachers and grade-level teams are successful in implementing school initiatives for student achievement and professional growth.
- **January:** A mid-year self-evaluation conference is conducted by February 1st that focuses on progress made towards student achievement and professional goals.

- **May:** An end-of year evaluation conference is conducted by June 1st that focuses on areas of strength and areas of growth in relation to progress made towards student achievement and professional goals; performance ratings of Temporary Status, Satisfactory or Unsatisfactory are assigned.

PERFORMANCE IMPROVEMENT PLAN (“PIP”)

OCEAA is committed to ensuring all employees have an opportunity to work to their potential and are given the tools, resources, and guidance to be successful. If a performance observation and/or evaluation indicates a performance deficiency, a Performance Improvement Plan (PIP) may be initiated to ensure an effective addressing of performance issues.

Examples of when a Performance Improvement Plan may also be initiated are as follows:

- Observed performance challenges; failure to perform to job description
- Habitual absence or tardiness from work
- A serious accident
- A serious classroom incident
- Failure to comply with school policy
- Drastic or sudden attrition of several students
- Repeated requests for intervention from parents
- Unacceptable behavior, as outlined in the Behavioral Expectations section

Initiation of a Performance Improvement Plan is a serious action. The primary purpose of any Performance Improvement Plan is to address, correct the problem, prevent recurrence, and move forward. Our goal is a positive outcome. A positive outcome requires an employee commitment to successfully fulfilling the requirements set forth in the PIP. The PIP is essentially an action plan for success. Actions which make up a PIP may include one or more of the following.

Counseling and Verbal Warning. A counseling and verbal warning is a discussion with an employee, advising them that their conduct is unacceptable, and that repeated or continued failure to correct to OCEAA’s standards will result in more severe disciplinary action.

Written Warning. A ‘written warning’ documents the unacceptable conduct or performance of the employee and specifies needed changes or improvements, along with an accompanying meeting. The employee is informed as to what the problem is, what needs to be done to correct it and a timeline for doing so. A copy of the written warning generally will be retained in the employee's personnel file. It may be removed after a successful completion of the PIP and a continued progression of success.

Suspension. Suspension from work may be used prior to termination. The length of the suspension will vary based upon such factors as the severity of the offense, the employee's performance, and the employee's disciplinary record. An employee may be suspended for repeated instances of minor misconduct, failure to conform conduct or performance to the standards of their position, or for a single serious offense. A record of the suspension generally will be retained in the employee's personnel file.

Termination. If an employee fails to correct problems previously discussed or whose behavior or performance is of such a serious nature as to negatively impact the school, OCEAA may terminate their employment.

OCEAA recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without utilizing the Performance Improvement Plan.

COMPENSATION

PAY CLASSIFICATIONS

OCEAA classifies jobs as exempt or non-exempt in accordance with Federal law (FLSA). All employees will be informed as to whether they are in a position that is classified as exempt or non-exempt at time of hire and at times when job responsibilities may change in a way that affects classification.

Exempt employees are those whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.

Non-exempt employees are those whose positions are designated non-exempt per the Fair Labor Standards Act and receive overtime pay at a rate of time and a half for hours worked in excess of 8 per day or 40 per week and double time for hours worked over 12 in a day. For more information on overtime circumstances, please reference the section on ‘Overtime Pay’.

PAYDAYS

Paychecks are issued on the 26th of each month for all exempt employees. Paychecks for non-exempt employees are issued on the 10th and 26th of each month. If a payday falls on a holiday or a weekend you will receive your paycheck on the preceding business day. All paychecks are available in the Business Office.

The Business Office reviews employees’ hours. Employees are encouraged to address any questions or concerns regarding payment of wages to the Business Office. Please notify the Business Office immediately if you believe you have not been paid for all hours worked or if there has been an error in your compensation or paystub.

DIRECT DEPOSIT

OCEAA encourages direct deposit of paychecks. This is a service which saves time and provides added security. With this option, each paycheck will be automatically deposited to an employee’s designated checking or savings account. Pay stubs will be provided, which include all the same information as would appear on a regular paycheck stub. Employees wishing to elect direct deposit can do so by picking up a form from the Business Office.

PAYROLL WITHHOLDINGS

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee’s pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School will provide the employee with a written notice which describes the wage overpayment and will afford the employee an opportunity to respond before commencing any recoupment action. If the employee disputes the wage overpayment, the School shall initiate a legal action to validate the overpayment before proceeding with recoupment. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period where it will go into effect.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Business Office to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Business Office. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Business Office and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

OVERTIME PAY

From time to time, non-exempt employees may be asked to work beyond their usual workday. Authorization from their supervisor must be obtained prior to an employee working overtime.

If a non-exempt employee is asked to work overtime, the employee will be paid overtime pay in accordance with state and federal law as follows:

- One and one-half (1 ½) times their hourly rate of pay for hours they are required to work in excess of eight (8) hours in any one (1) workday or in excess of forty (40) hours in any (1) workweek and for the first (8) hours of work on the seventh (7th) consecutive day of work within a pay period.

- Two (2) times their regular hourly rate of pay for all hours they are required to work in excess of twelve (12) hours in any one (1) workday and for all work in excess of eight (8) hours on the seventh (7th) consecutive day of any work within a pay period.

Only hours actually worked will count toward the accumulation of overtime hours. Time taken off due to sick time, time spent on personal business, holidays, or other time off is not counted as time worked for overtime calculations.

BENEFITS

BEGINNING TEACHER SUPPORT AND ASSESSMENT (BTSA)

OCEAA's supports teachers in meeting requirements set forth by the Education Code. Teachers who hold a Preliminary General Education (Multiple or Single Subject) teaching credential are required by Education Code Section 44259 (c)(2) to complete a Commission-approved Induction program to earn the Clear Teaching Credential. It is the responsibility of the new teacher to earn a clear teaching credential within a five-year period from the issuance of the Preliminary Teaching credential. OCEAA requires a minimum number of years of service in exchange for

Options for clearing the credential

All Commission approved General Education Induction programs are listed on the Commission's Approved Programs web page (<https://www.ctc.ca.gov/commission/reports/data/approved-institutions-and-programs>). Currently there are 254 Commission approved Induction programs: 23 Cal State University (CSU), 9 University of California (UC), 54 private colleges and universities, and 167 local education agencies.

Employees are free to choose where they take the Induction program however, OCEAA provides and has secured a partnership with the Orange County Department of Education where OCEAA teachers can participate in their CTC approved 2-year Induction program.

Tuition Costs for BTSA

OCEAA provides BTSA through Orange County Department of Education. For those employees who would like to complete their BTSA elsewhere, OCEAA will reimburse up to \$3,500.00 annually. Employee will be required to do the following:

1. Employees must notify an administrator that Teacher Inductions courses are being completed elsewhere.
2. Upon completion of Teacher Induction coursework, employees must go through the reimbursement process (i.e. expense report).
 - a) Substantiation - must include the copy of tuition paid since OCEAA will only reimburse up to \$7,000 per employee in total.
3. All classes must be taken for a grade or pass/fail. A grade must be provided at the end of the course
 - a) A failing grade, or the failure to report a grade, will prevent the employee from taking another subsidized class for 12 months.

Options for completing Induction

1. Enroll in and complete an induction program sponsored by, or in partnership with, the employing district or county office of education.
2. Enroll in and complete an Induction program that is offered by a college or university.
3. Enroll in and complete an Induction program sponsored by a neighboring district or a county office of education if the program accepts participants who are not employed by a partner district.

Reimbursement

OCEAA recognizes the value of the program and its teachers and therefore is pleased to reimburse teachers for the program. OCEAA will reimburse teachers according to the timeline below upon completion of a full year of employment (for a maximum of 4 years). For every year completed please complete the Induction Reimbursement Request and submit to HR.

Year of full-time employment as an OCEAA teacher	Amount to be Reimbursed
1	25%
2	25%
3	25%
4	25%

This reimbursement program is only applicable to employees currently employed at OCEAA and enrolled to complete the Induction program with one of the options mentioned above.

Part time status – If you work a part time teaching assignment the amount reimbursed will be prorated according to the percentage worked.

Non-teaching assignment – If you are assignment to a non-teaching assignment administration will determine eligibility to participate in the program

Leaves – If a teacher goes on leave, reimbursement will be made provided the teacher completes the program for that year and works a minimum of 60% of the school year.

Units – All units earned upon completion of the Induction program will not be applied when determining placement on OCEAA salary scale.

Termination of the policy – OCEAA reserves the right to make any adjustments (including termination) to this policy in order to meet the needs of the school.

OCEAA BTSA Agreement

OCEAA employees that choose to participate in the BTSA Induction reimbursement program agree to remain an OCEAA employee for a term of no less than 2 years from the date of completion.

Termination of employment

- Should employment terminate, either voluntarily or involuntarily, any and all reimbursements due will be forfeited.
- Should the employee not complete the program of the completion schedule, all funds paid by the school will be due back to the school by the employee.
- Should an employee voluntarily terminate employment prior to the completion of their 4 year full-time post Induction time of service, funds paid by the school will be due back to the school by the employee based on the following schedule.

Year of full-time employment as an OCEAA teacher	Repayment Forgiveness Schedule
1	25%
2	25%
3	25%
4	25%

EXPENSE REIMBURSEMENTS

Employees are to request appropriate approvals prior to submitting expense reimbursements to the Business Office. Expense reimbursements must be submitted within 60 days of the incurred expenses to the Business Office and/or prior to the end of the fiscal year.

INSURANCE PROGRAMS

All non-certificated employees who work 30 hours or more per week and all certificated employees who work 75% or more of a full-time assignment are eligible to receive employer-sponsored insurance benefits. Health, vision, dental, flexible spending, long and short-term disability, employee assistance and life insurance plans are currently available. Please review the summary plan descriptions for information related to each available plan. This information is available upon request from the Business Office.

Upon leaving employment at OCEAA, employees are offered the opportunity to continue eligible insurance by electing COBRA.

COBRA BENEFITS

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

OCEAA will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. OCEAA will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- OCEAA stops providing group health benefits;
The employee (or the employee's spouse or child) become entitled to Medicare; or

The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

RETIREMENT PLAN

Employees may participate in STRS, PERS, and/or Social Security depending upon employee's eligibility. Details may be obtained from the Business Office.

STATE UNEMPLOYMENT INSURANCE

The school contributes a significant amount of money each year to the California Unemployment Insurance Fund on behalf of its employees. This program provides weekly benefits for those who become unemployed through no fault of their own or due to circumstances described in the law. Detailed information about unemployment insurance benefits can be obtained from the Employment Development Department ("EDD"). The School has no involvement with the EDD's determination regarding unemployment benefits.

STATE DISABILITY INSURANCE (SDI)

This program provides for temporary disability benefits for California employees unable to work because of non-work-related injury or illness (including pregnancy). All school employees are required by law to participate in this plan through payroll withholding taxes. The determination of benefits is up to the EDD and is calculated based on an employee's earnings. The School has no involvement with the EDD's determination regarding SDI benefits.

Benefits generally begin after the seventh day of an illness or injury. Available PTO or sick leave may be coordinated to supplement SDI benefits, with the understanding that the combined benefits cannot exceed the employee's regular compensation.

CALIFORNIA PAID FAMILY LEAVE (PFL)

California Paid Family Leave provides up to 55% of an employee's pay for up to eight weeks for employees who need to take time off work to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner. Benefits are also available to new parents who need time to bond with a new child entering their life either by birth, adoption, or foster care placement.

This benefit may be available to employees who are currently covered by the State Disability Insurance (SDI) program. The determination of benefits is up the EDD and the School has no involvement with the EDD's determination regarding PFL benefits. Employees may apply for benefits and obtain more information online at edd.ca.gov/disability.

TIME OFF

PAID TIME OFF (PTO)

Non-Certificated Employees

All full-time employees receive 5 days (40 hours) of PTO per 10-month school year, which will be front-loaded at the beginning of the school year. PTO may be used for any purpose.

Any PTO that remains unused at the end of the school year can be carried over into the following school year. However, employees may not accumulate more than 10 days (80 hours) of PTO. Once the cap of 10 days (80 hours) of PTO is reached, no further PTO will be front-loaded until some PTO is used. When some PTO is used, PTO will begin to front-load again at the beginning of the following school year up to the maximum accruable amount of 10 days. There is no retroactive grant of PTO for the period an employee stopped accruing PTO because they had reached the cap.

Employees must schedule time off with their supervisor or the Business Office as soon as practicable, but in no event less than four days before the requested leave. If possible, employees should submit their requests for time off at least two weeks prior to the date the leave begins.

OCEAA encourages its employees to use their PTO during time when the school is not in session (Winter and Spring breaks, non-student days). PTO may not be taken on a Professional Development Day, unless otherwise excused, and may not be taken on the day immediately before or immediately after a holiday.

PTO may be taken in minimum increments of one hour.

Employees who terminate their employment for any reason will be paid for any earned but unused PTO in accordance with this policy. PTO is paid at the employee's final rate of pay at the time of the employee's separation.

Certificated Employees

Certificated employees will receive 2 days (16 hours) of PTO, which will be front-loaded at the beginning of the school year. These hours can be used for any purpose.

Any PTO that remains unused at the end of the school year can be carried over into the following school year. However, employees may not accumulate more than 4 days (32 hours) of PTO. Once the applicable cap of 32 hours of PTO is reached, no further PTO will be front-loaded until some PTO is used. When some PTO is used, PTO will begin to front-load again at the beginning of the following school year up to the maximum accruable amount of 4 days. There is no retroactive grant of PTO for the period an employee stopped accruing PTO because they had reached the cap.

PTO requests will not be approved for pre-service Professional Development (“PD”) days, student release PD days, or the days immediately before and immediately after holidays. Employees who terminate their employment for any reason will be paid for any earned but unused PTO in accordance with this policy. PTO is paid at the employee’s final rate of pay at the time of the employee’s separation.

PAID SICK LEAVE (PSL)

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) or a designated person (i.e., one who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

- All full time non-certificated employees will receive five (5) days (40 hours) of PSL at the beginning of each school year (based on a 10-month school year).
- All part time employees will receive five (5) days (24 hours) of PSL at the beginning of each school year (based on a 10-month school year).
- All certificated employees will receive eight (8) days (64 hours) of PSL at the beginning of each school year (based on a 10-month school year).

If an employee is hired or returns from a leave of absence after the start of the school year, he or she will receive five (5) days (40 hours) on their first day of employment or return from leave for use during the remainder of that school year.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees at the beginning of each school year. PSL may be taken in minimum increments of one hour. PSL days do not carry over from year to year. Employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination.

FAMILY AND MEDICAL LEAVE ACT (FMLA) / CALIFORNIA FAMILY RIGHTS ACT (CFRA)

This policy explains how the School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

- **Employee Eligibility Criteria**

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of CFRA where the School must only have at least five (5) employees).

- **Events That May Entitle an Employee To FMLA/CFRA Leave**

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA/CFRA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
 - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship.

4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

- **Amount of FMLA/CFRA Leave Which May Be Taken**

1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
3. The “twelve month period” in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- **Pay during FMLA/CFRA Leave**

1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.

3. If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

- **Health Benefits**

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA/CFRA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

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

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA/CFRA leave; and
2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

- **Seniority**

An employee on FMLA/CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority he/she had when the leave commenced.

- **Medical Certifications**

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen [15] days of the School's request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.

3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- **Procedures for Requesting and Scheduling FMLA/CFRA Leave**

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Business Office. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- **Return to Work**

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- **Employment during Leave**

No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

PREGNANCY DISABILITY LEAVE OF ABSENCE

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- **Employee Eligibility Criteria**

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- **Events That May Entitle an Employee to Pregnancy Disability Leave**

The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

- **Duration of Pregnancy Disability Leave**

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 ¹/₃ weeks).

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

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- **Pay during Pregnancy Disability Leave**

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- **Health Benefits**

OCEAA shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12)-month period. OCEAA can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee’s failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.

- There is a non-pregnancy related medical condition requiring further leave.
- Any other circumstance beyond the control of the employee.

- **Seniority**

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- **Medical Certifications**

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- **Requesting and Scheduling Pregnancy Disability Leave**

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Business Office. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- **Return to Work**

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with OCEAA policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- **Employment during Leave**

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

ALCOHOL AND DRUG REHABILITATION LEAVE

Pursuant to California law, the school will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that the accommodation does not impose an undue hardship on the school. The school does not provide paid time off for participation in an alcohol or drug rehabilitation program. However, you may utilize accrued PTO if you want compensation for this time off. If you do not have accrued PTO available, you will be permitted to take the time off without pay.

This policy in no way restricts the school's right to discipline an employee, up to and including termination of employment, for violation of the school's Drug and Alcohol-Free Workplace Policy.

ORGAN AND BONE MARROW DONOR LEAVE

OCEAA provides eligible employees up to 60 workdays of paid leave and up to 30 workdays of unpaid leave in a 12-month period to donate an organ to another person, and up to five workdays of paid leave in a 12-month period to donate bone marrow to another person.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

To be eligible, employees must have been with OCEAA for at least 90 days immediately preceding the commencement of leave. To request such leave, a written verification indicating the donor match and medical necessity for the organ or bone marrow donation must be presented. The medical necessity certification must come from a medical doctor or surgeon. During such leave, the school will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give the school as much notice as possible of the intended dates upon which the leave would begin and end.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

UNPAID PERSONAL LEAVE OF ABSENCE

The school may grant a discretionary leave of absence to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor and the Business Office during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your Supervisor or the School, the school will assume that you do not plan to return and that you have voluntarily terminated your employment.

Unless otherwise required by law, the school does not continue to pay premiums for health insurance coverage for employees on personal unpaid leaves of absence. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

MILITARY AND MILITARY SPOUSAL LEAVE OF ABSENCE

OCEAA shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (“USERRA”). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee’s health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, OCEAA will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a

certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

OCEAA shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

VOLUNTEER CIVIL SERVICE LEAVE

OCEAA employees who are Civil Service Volunteers may be called away during work hours to help in an emergency or need time off to go through training. It is an employee's responsibility to provide as much reasonable advance notice as possible when emergencies arise.

The Business Office must be notified at time of hire of an employee's Civil Service Volunteer status to be considered for a leave opportunity if the need arises. Certification of Civil Service Volunteer status must also be provided at the time of request for such leave. If an employee intends to sign up to become a Civil Service Volunteer, they are required to inform the Business Office and provide certification once eligible.

CIVIL AIR PATROL LEAVE

OCEAA employees, who have been with the school for at least 90 days, are allowed up to 10 days of unpaid leave per year for Civil Air Patrol duty. To be eligible for this leave, an employee must be a volunteer member of the California Wing of the Civilian Auxiliary of the U.S. Air Force Civil Air Patrol responding to an emergency operation mission.

DOMESTIC VIOLENCE AND SEXUAL ASSAULT LEAVE

An employee of OCEAA who is victimized by domestic violence may request time off to attend legal proceedings and to ensure their health, safety, or welfare, or that of their child. This leave extends to victims of sexual assault or stalking as well. The leave is unpaid; however, available sick time may be used. Reasons for taking the leave are

- To obtain a temporary or permanent restraining order or other court assistance
- To seek medical attention for injuries caused by domestic violence or sexual assault, or stalking
- To obtain services from a shelter, program, or rape crisis center because of domestic violence, sexual assault, or stalking

- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

If an unscheduled absence or emergency court appearance is required for the health, safety, or welfare of the employee or a child, the employee must provide certification of the absence within a reasonable time after the court appearance. Certification shall be any of the following:

- A police report indicating that the employee was a victim of domestic violence or sexual assault
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault
- A court order or other evidence from the court or prosecuting attorney that the employee appeared in court
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee was undergoing treatment for injuries or abuse resulting in victimization from an act of domestic violence or sexual assault

Employees have the right to ask the school for help or changes in their workplace to make sure they are safe at work. The school will engage in a timely, good faith and interactive process to provide reasonable accommodations for employees who are victims of domestic violence, sexual assault or stalking upon request to protect the safety of the employee while at work. Such reasonable accommodations may include implementation of safety measures including a transfer, reassignment, modified schedule, changed work telephone, changed workstation, installed lock or safety procedures. The school may request certification from the employee requesting the accommodation that the employee is a victim of domestic violence, sexual assault, or stalking. The school is not required to provide an accommodation which is an undue hardship on the school's business operations or that interferes with the school's obligation to provide a safe and healthful working environment for all employees.

OCEAA will make reasonable efforts to maintain the confidentiality of an employee who requests leave under this section.

VICTIMS OF ABUSE LEAVE

OCEAA provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.

- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide OCEAA with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide OCEAA one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, OCEAA will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact their Supervisor.

WITNESS LEAVE

Non-exempt employees who are called for witness duty will be provided up to three days of paid time off for their witness services. Exempt employees will receive their regular salary unless they do not perform any work during the course of a workweek. Employees may elect to use any accrued PTO during witness duty leave.

If an employee must serve as a witness within the course and scope of their employment with the school, the school will provide time off with pay.

JURY DUTY

OCEAA's policy is to encourage all employees to serve on jury duty. However, because of school schedules and hardship that can ensue when an employee is off work for jury duty, the school requests that faculty request a postponement of reporting to jury duty for a period of time when school is not in session. This can be during school break weeks. Faculty members are further encouraged to defer jury duty to times when school is closed (e.g. summer break months).

Upon receipt of notice of required jury duty, employees should promptly notify their direct supervisor. Upon return to work, documentation from the Jury Commissioner's office attesting to jury service must be submitted to the Business Office. Jurors on court standby are expected to report to work whenever possible.

Non-exempt employees who are called for jury duty will be provided up to three days of paid time off for their juror services. Exempt employees will receive their regular salary unless they do not perform any work during a workweek. Employees may elect to use any accrued PTO during jury duty leave.

TIME OFF TO VOTE

If an employee does not have enough time outside of working hours to vote in a statewide election, they may take time off from work to vote. Time off should be taken at the beginning or end of the regular workday, up to a maximum of two hours without loss of pay. At least two days' notice that time off to vote is needed must be provided. In the case of a faculty member, time off should be taken during a preparation or non-teaching period. It should be noted that polling places are open from 7:00am until 8:00pm, enabling, in most circumstances, enough time outside of working hours to vote.

SCHOOL APPEARANCE OR ACTIVITIES LEAVE

Any employee who is a parent or a guardian of a child, or grandparent who has custody of a grandchild, in a licensed day care facility or kindergarten through twelfth grade, may take up to 40 hours each calendar year, not exceeding 8 hours in any calendar month of the calendar year, to participate in school meetings regarding their child or activities of the school or licensed day care facility of any child or grandchild if the employee, prior to taking the time off, gives reasonable notice to OCEAA. If more than one (1) parent or guardian is an employee of OCEAA, the employee that first provides the leave request will be given the requested time off.

An employee does not have to be residing with the child in order to be entitled to school appearance leave as a parent. However, an employee must have custody of the grandchild in order to be eligible for school appearance leave as a grandparent. Time off may also be taken under this leave policy to find a school or a licensed childcare provider, for school enrollment or re-enrollment, and to address childcare provider or school emergencies.

PTO may be used for a school appearance or activities leave. If time off hours are not available, time off will be granted as unpaid.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

BEREAVEMENT LEAVE

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of bereavement leave due to the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law). Regular full-time employees are entitled to up to three (3) days of pay during bereavement leave. For all other employees, bereavement leave shall be unpaid unless an employee elects to use available accrued/unused paid leave. Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. Upon request, an employee may be required to provide documentation of the death of a covered family member.

REPRODUCTIVE LOSS LEAVE

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay.

RETURNING FROM LEAVE OF ABSENCE

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Supervisor thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult your Supervisor.

COMMUNICATION

OPEN DOOR POLICY

OCEAA cannot successfully achieve its goals without effective communication. OCEAA continually strives to provide a work environment throughout the organization that encourages open dialogue. The most important working relationships occur between an employee and their team, assigned mentor and/or School Director. For this relationship to remain effective, program directors must be aware of employee concerns. It is therefore very important for employees to discuss their ideas, concerns and suggestions with the Administrators or members of the Business Office. This communication is encouraged.

OCEAA further believes that employees should be informed about School-related issues that affect them and be provided with the information needed to perform their jobs properly. It is the School's desire to create an environment that encourages the flow of information and ideas among people in all jobs.

INTERNAL COMPLAINT REVIEW POLICY

Orange County Educational Arts Academy ("OCEAA" or the "Charter School") has adopted this Internal Complaint Review Policy to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Executive Director or Board of Directors to express their work-related concerns. Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School's "Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation."

Internal Complaints (Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably feasible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Executive Director or designee:

1. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Executive Director or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Executive Director, the complainant may file his or her complaint in a signed complaint form to the Chair of the School's Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third-party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns and the need for resolution without fear of adverse consequences to employment.

Policy for Complaints Against Employees (Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Executive Director or Board President (if the complaint concerns the Executive Director) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Executive Director (or designee) shall abide by the following process:

1. The Executive Director or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Executive Director (or designee) finds that a complaint against an employee is valid, the Executive Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

1. **Confidentiality:** All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. **Non-Retaliation:** All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. **Resolution:** The Board (if a complaint is about the Executive Director) or the School Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

SCHOOL PHONES AND VOICE MAIL

Teachers are expected to:

- Update voice-mail greetings before the first day of school.
- Check voicemail daily before and after school.

There may be times when the school, in order to conduct business, will utilize its ability to access your voice mail

EMPLOYEE BULLETIN BOARDS

OCEAA maintains official employee bulletin boards throughout the school. These bulletin boards post legal and work-related notices. Special notices and information for employees will also be posted on the bulletin boards. Employees should check the boards regularly.

SAFETY, SECURITY, AND HEALTH

DISASTER DRILLS AND PREPAREDNESS

Fire drills, earthquake drills and lockdown drills will be conducted on a regular basis. Faculty and staff will be given instructions and supplies to be used in the event of a disaster. It is the responsibility of all OCEAA employees to familiarize themselves with the OCEAA Disaster Preparedness Plan.

In the event of a disaster or an emergency, an alarm will sound. Upon hearing the alarm, follow the school's procedures and calmly proceed to the nearest exit and vacate the building. If you are already outside, go to a clear area. When leaving your work area, you are asked to take your personal wallets and purses with you for security reasons. Staff is assigned to check their areas to ensure that all personnel and students have vacated the property. Staff members are required to stay with students until they have been released to leave by their supervisor or an administrator. Staff members are expected to have reviewed and understood OCEAA's disaster and emergency procedures, which include signing in and out daily of the campus check in and out book.

MAINTAINING A SAFE WORKPLACE

We strive to provide a safe school for our employees and our students. Safety is every employee's responsibility, and all employees are expected to do everything reasonable and necessary to keep the school a safe place to work. Any unsafe or hazardous conditions should be reported directly to the Business Office. Every effort will be made to remedy problems as quickly as possible.

In compliance with California law, and to promote the concept of a safe workplace, OCEAA maintains an Injury and Illness Prevention Program (“IIPP”). The IIPP is available for review by employees in the Business Office.

The following safety policies and procedures should be reviewed frequently to ensure they are always in focus while at school.

- Universal precautions should be used when administering first aid or handling bodily fluids.
- Lifting should always be done with the legs; not with the back.
- Fire exits and emergency evacuation procedures should be memorized.
- Parking and speed regulations must be observed when entering or leaving the parking lot.
- Cell phone use for anything other than a hands-free conversation while driving in the parking lots is not allowed. No texting while driving!
- Classrooms and work areas should be kept neat and orderly.
- Wipe up spills immediately.
- Be alert for student actions. If students are being unsafe, help them understand how their behavior is unsafe and brainstorm other things they could do.
- Keep doorways and walkways clear.
- Store items in a way that will not allow for them to fall.
- Do not open more than one upper drawer at a time, particularly the drawers on file cabinets.
- Use stepping stools or ladders for reaching. Do not use boxes, swivel chairs, furniture or anything not intended for stepping up as a step stool.

WORKERS' COMPENSATION

OCEAA, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Business Office;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Business Office; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. OCEAA, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Business Office and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

PARKING

Employees may use parking facilities as directed by their supervisors. The school is not responsible for any loss or damage to employee vehicles or contents while parked on school property.

DRIVING ON SCHOOL BUSINESS

Employees who are required to drive their own vehicle on approved school business will be required to show proof of a current, valid license and proof of current insurance coverage which meets the California State minimum requirements. The school retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked or who fails to maintain personal automobile insurance coverage. Employees who drive their own vehicles on approved school business will be reimbursed at the per mile rate established by the Internal Revenue Service.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use must refrain from using their phone while driving unless they are using a hands-free device. Safety must come before all other concerns. Thus, unless an employee is using a hands-free device in a safe manner, they must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by the school or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves, students, or others at risk to fulfill business needs.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of their employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability. Violations of this policy will be subject to disciplinary action, up to and including termination.

SCHOOL SECURITY

The security of the campus, as well as the welfare of employees and students, requires that you be constantly aware of potential security risks. Be aware of persons loitering for no apparent reason (including in parking areas, walkways, entrances/exits). Report any suspicious persons or activities to the Business Office, an Administrator, or your supervisor.

Each OCEAA employee is responsible for seeing that doors are locked behind them as they vacate rooms. Assigned school keys are the responsibility of the employee to whom they have been assigned. School keys must be used properly and, if lost, immediately reported to the Business Office.

There is a fee for lost items:

- Annex/Main Building Master door key \$1,000.00 as OCEAA will need to re-key and re-issue new keys to all employees.
- Parking Card \$25.00
- Parking FOB \$25.00
- Annex Parking Permit \$5.00
- Classroom/Office Key \$15.00

WORKPLACE ANTI-VIOLENCE POLICY

OCEAA recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response. We believe that the safety and security of employees and students is paramount. Therefore, the school has adopted this policy regarding workplace violence to help maintain a secure workplace.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the school, occur on school property, or occur in the conduct of school business off property will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in school operations, including, but not limited to, school students, parents, employees, independent contractors, temporary employees, vendors and anyone else on school property or conducting school business off property. Violations of this policy, by any individual, may result in disciplinary action, up to and including termination and/or legal action as appropriate.

Always ensure that all visitors have signed the visitor log and are wearing appropriate visitor tags/badges. Suspicious persons or activities should be reported to the Business Office or an Administrator. The security of facilities and the welfare of our students and employees depend on the alertness and sensitivity of every individual to potential security risks. You should immediately notify the Business Office or an Administrator when any person(s) are acting in a suspicious manner in or around the facilities or when keys, security passes, or identification badges are missing.

SCHOOL PROPERTY

Desks, files, copiers, lockers, and supplies, both office and household, are property of OCEAA and must be maintained according to school rules and regulations. They must be kept clean and are to be used only for school-related purposes. The school reserves the right to inspect all school property to ensure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence. Prior authorization must be obtained before any school property may be removed from the campus. All school property must be immediately returned upon termination of the employment relationship.

EMPLOYEE PROPERTY

For security reasons, employees should not leave personal belongings of value in the workplace. Employees are responsible for the security of their personal belongings. The school is not responsible for any lost or stolen personal items at work. Terminated employees should remove any personal items at the time they leave the school. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination unless the parties have arranged otherwise.

LACTATION ACCOMMODATION

California law requires reasonable lactation accommodation for employees who wish to express breast milk for their infant when they return to work. It is the right of any employee needing a lactation accommodation to request an accommodation by contacting the Business Office.

Employees may use paid rest break times.

The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

OCEAA will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private place to express milk near the employee's work area, or the employee's normal work area may be used if it allows privacy. The school will ensure the lactation area is safe, clean, and free of hazardous material; contains a surface to place a breast pump and personal items; contains a place to sit; and has access to electricity. Such a room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. If an employee feels their right to lactation accommodation has been violated, they may file a complaint with the Labor Commissioner.

DRUG AND ALCOHOL-FREE WORKPLACE POLICY

OCEAA recognizes the importance of maintaining a safe, efficient, and healthy work environment. The use of drugs/alcohol on the job may adversely affect the quality of work and the performance of employees, may pose serious safety and health risks to the user and others, and may have a negative impact on the services we provide our students.

OCEAA absolutely prohibits any use, sale, purchase, or possession of any illegal or non-prescribed drug by its employees at school or elsewhere during work hours. Employees are prohibited from being under the influence of alcohol and/or any non-prescribed drug in performing their duties while on or off OCEAA property. Driving a vehicle for OCEAA business while impaired by alcohol or drugs is grounds for termination.

If an employee is taking a prescription medication that causes impairment, the school requires they be on medical leave until their medical provider has determined they can be medically released for work. A fitness for duty medical certification, ensuring the employee can work effectively and without impairment, must be provided prior to an employee returning to work.

California legislation has legalized medical and recreational use of marijuana. However, it remains OCEAA policy that the use of marijuana, or being under the influence of marijuana, during the workday or on school property is still strictly prohibited.

Employees whose performance or behavior while on OCEAA property, or elsewhere during the workday, gives rise to a reasonable suspicion that the individual is impaired, will be required to undergo an immediate medical evaluation to determine fitness for work and appropriate tests designed to detect the presence of such substances. Employees who test positive for alcohol or controlled substances may be terminated.

SMOKE AND VAPE-FREE ENVIRONMENT

As a provider of education for minor children, and out of respect to other employees, OCEAA observes a no smoking/no vaping policy throughout the school premises. Employees who wish to smoke must limit their smoking to meal and rest periods and must do so off premises. This policy applies to cigars, cigarettes, chewing tobacco, e-cigarettes, and vaping devices.

STANDARDS OF CONDUCT

PROFESSIONAL BOUNDARIES: EMPLOYEE INTERACTIONS WITH STUDENTS

At OCEAA, all of us show up every day to make a difference and do it in the most incredible ways possible. The satisfaction in doing what we do is immeasurable and, with the daily rewards of being able to work with the most amazing students, it is also humbling as we realize the great responsibility we have been given.

Positive Employee-Student Relations

Our students always come first. We must always keep at the forefront our commitment to ensuring each one of our students is respected in all ways every day. Following are some important actions to keep in mind as we do what we do to support our students.

- Stay positive. Respectful communication goes a long way.
- Personal space is just that. Student interactions are much more effective with built-in reasonable personal space.
- Sometimes students may cross personal boundaries. If so, we need to step in, stop it and correct it.
- In partnership with parents, informing them when a significant issue develops with their child strengthens the foundation of that partnership and the success of their child.
- The Administration is always available to help if a conflict arises with a student. Pulling in assistance from the Administration can provide additional perspective and creative problem solving.

- Bullying is not welcome in our part of our world. Unfortunately, it can take many forms, so we must be mindful, alert interventionists.
- We are all role models. Our students see us. Let them see admirable behavior that walks the talk and stands up when others do not.
- Our students are individual, creative, and thirsting for self-discovery. Gender identification and expression is personal and deserves our utmost respect.
- Needing to spend some after-school time with students is always going to come up. Keep it simple and easy.
- We are entrusted with the learning, development, and growth of some very incredible young people. This great responsibility calls on us to protect the confidentiality of all student matters.

Unacceptable Employee-Student Relations

As important as it is that we focus on appropriate interactions with students, we must be mindful of what is unacceptable and for which OCEAA has zero tolerance. The following is an illustrative list of unacceptable behavior, which includes, but is not limited to:

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of any kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from the school
- Making, or participating in, sexually inappropriate comments
- Sexual jokes or jokes/comments with sexual double entendre
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without parental permission
- Being alone in a room with a student at the school with the door closed
- Allowing students in your home without signed parent permission for a preplanned and pre-communicated educational activity that must include the presence of another educator, parent, or other responsible adult
- Remarks about the physical attributes or physiological development of any student
- Excessive attention toward a particular student
- Sending e-mails, text messages, instant messages, social media messages, or letters to students if the content is not about school activities and not in accordance with applicable school policies or in violation of the school's Social Media Policy
- Being "friends" with a current student on any personal or non-school social media website
- Communicating with students or parents/guardians in violation of the school's Social Media Policy
- Engaging in inappropriate and/or unprofessional communications with students on school social media
- Using profanity with or to a student
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee's employment issues

CORPORAL PUNISHMENT

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

When any employee, parent, or student becomes aware of an employee having crossed the boundaries specified in this policy, they must promptly report the suspicion to the Business Office or an Administrator. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and the school. Employees must also report to the Administration any awareness of, or concern about, student behavior that crosses boundaries or any situation in which a student appears to be at risk for sexual abuse.

The Administration will promptly investigate any allegation of a violation of the Employee Interactions with Students Policy, using such support staff or outside assistance as they deem necessary and appropriate under the circumstances, unless the allegation also constitutes a reportable allegation under California Penal Code section 11166. In the event the allegation also constitutes such a reportable allegation, the Administration shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report with thirty-six (36) hours.

If the allegation is only a violation of the Employee Interactions with Students Policy, but not a violation of California Penal Code section 11166, the Administration shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible. Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

BEHAVIORAL EXPECTATIONS

When groups of people are working together, it is important that guidelines are established pertaining to conduct and relationships. Accordingly, employees must be aware of their responsibilities to the school and to colleagues. Courtesy, tact, and helpfulness are expected in order to reinforce the positive reputation OCEAA employees have worked hard to establish. Professional behavior is expected from all staff members at all times. These expectations include, but are not limited to:

- Seek first to understand, then to be understood.
- Be respectful.
- Defend the absent.
- Go to the source.
- Be kind.
- Assume positive intentions.

When differences arise, they should remain entirely within a professional context. It is obviously detrimental, as well as unethical, for employees to talk with parents or students in a manner which demeans the competence of their colleagues; even idle collegial gossip can seriously divide and erode morale. Sensitivity, courtesy, and respectfulness are essential elements of healthy relationships.

UNACCEPTABLE CONDUCT

In order to give some guidance concerning unacceptable behavior, the following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees at the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

- Falsification of employment records, employment information, or other school records. This includes making false statements or omitting material information in the application procedure for employment.
- Falsifying any time record.
- Theft, damage, or destruction of any school property or the property of any employee or student.
- Removing or borrowing school property without prior authorization.
- Unauthorized use of school equipment, time, materials, or facilities.
- Provoking a fight or fighting during working hours or on school property.
- Participating in horseplay on school time or on school premises.
- Carrying firearms or any other dangerous weapons on campus at any time.

- Causing, creating, or participating in a disruption of any kind during working hours on school property.
- Insubordination, including, but not limited to, failure or refusal to obey the legitimate orders or instructions of a supervisor or administrator, or the use of abusive or threatening language toward a supervisor or administrator.
- Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, parents, or other employees at any time on school premises.
- Excessive and unexcused absences.
- Failure to observe working schedules, including meal and rest periods.
- Sleeping or malingering on the job.
- Working overtime without authorization or refusing to work assigned overtime.
- Working “off the clock” or failing to record or report all hours worked.
- Failing to keep confidential information pertaining to parents, students, or vendors.
- Violation of any safety, health, security, or other school policies, rules, or procedures.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Engaging in unlawful harassment, discrimination, or retaliation.
- Making false or malicious statements about any employee, parent, or student, or about the school.
- Gambling of any type on school premises.
- Unauthorized use of cameras or other recording devices on school premises.
- Intentionally supplying false information in order to obtain a leave of absence or other benefits from the school.
- Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours.
- Unsatisfactory work performance.
- Unfit for service, including the inability to appropriately instruct or associate with students.
- Performing unauthorized work on school time.
- Failure to observe designated areas limiting eating, drinking, or other activities.
- Smoking or using tobacco products on school property.
- Not following public health and school policies related to COVID-19 protocols and processes.
- Unprofessional conduct.

VIRTUAL MEETING ETIQUETTE

As virtual meetings continue to become more and more prevalent in our workday, it is only prudent to address etiquette that should be observed when participating in virtual meetings.

Be prepared. Do not sign on at the time the meeting is scheduled to start. Signing on 5-10 minutes prior to the start of the meeting will give you time to ensure your connection is good, you have the correct link, video and audio are working properly and you have notified those around you that you will be starting a meeting shortly.

Be on time. This goes hand-in-hand with being prepared. The scheduled start time for the meeting is when everyone is expected to be in place and ready to begin. Don’t be the person who has to get a reminder text.

Use the video. If you are attending a meeting, please show up. That means turning your video on. If you are participating in a webinar, then it is not necessary to have your camera on. Having a picture up or just a black screen with your name is not being fully part of the meeting.

Everyone is watching. In an in-person meeting, people are generally looking at whomever is speaking. However, in a virtual meeting, that may not be the case. In a virtual meeting you must assume that everyone is looking at you all the time. It is not a time to multi-task, primp, or text.

Be mindful of your background. Employees must use professional virtual backgrounds. Just as we dress for our professional environment, our virtual backgrounds must be consistent with our professional environment. Backgrounds should not reflect topics that are political, religious, or prone to any interpretation that some may find inappropriate for a virtual meeting setting.

ATTENDANCE STANDARDS

Punctuality and regular attendance are essential to the proper operation of our school. Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal and rest periods and authorized absences. When employees are absent or late, it places a burden on other employees and can impact productivity and the services we provide to our students.

If the School determines that an employee is unable to perform their duties at a satisfactory level due to excessive and unexcused tardiness and/or absences, disciplinary action up to and including termination may result.

ABSENCE REPORTING

If you are going to be late for work for any reason, please personally notify your Administrator as far in advance as possible and in any case no less than two hours before you are expected to report to work so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, please notify your Administrator as soon as possible. Because voicemail messages may go unheard for significant periods of time, leaving a voice mail message is not a sufficient method of notifying your Administrator — you must personally contact your Administrator in a timely manner.

If you are required to leave work early, you must also personally contact your Administrator and obtain their permission. If you are a teacher and will be late or absent, you must notify the Front Office to find coverage.

Employees also must inform their supervisor of the expected duration of any absence. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work. Excessive, unexcused absenteeism will not be tolerated and, to the extent allowed by applicable law, may result in disciplinary action, up to and including termination.

NO CALL / NO SHOW

Absence for more than three (3) consecutive days without notifying the Business Office will be considered a voluntary resignation from employment.

CONFIDENTIAL INFORMATION

Each employee is responsible for safeguarding confidential information obtained in connection with employment at OCEAA. An employee may have access to confidential information regarding OCEAA, its students, parents, or fellow employees. Employees may not use, reveal, or divulge any such information unless the employee receives authorization from the School and it is necessary to do so in the performance of duties. Any conversation about a student or sensitive matter should be conducted in a private setting and only as necessary.

Access to confidential information includes, but is not limited to, all parent and student information, parent and student lists, lesson plans, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential if learned as a part of an employee's position.

As an employee of OCEAA you will, during the course of your employment, have access to and become familiar with confidential information that is owned by the school. An employee shall not, directly, or indirectly, disclose or use any of the foregoing information other than for the sole benefit of the school, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization.

During your employment with the school, you will not be permitted nor required to breach any obligation to keep in confidence proprietary information, knowledge, or data acquired during your former employment. You must not disclose to the school any confidential or proprietary information or material belonging to former employers or others.

Although some written and electronic materials owned by the school may be considered to be public records, employees must refer any person seeking school records or information to the Business Office for handling. Failure to comply with this policy may result in disciplinary action, up to and including termination.

USE OF PHOTOGRAPHY / VIDEO ENABLED DEVICES

OCEAA has a responsibility to protect the privacy of its students and employees.

The School prohibits photography, audio, or video recordings in the workplace, during working hours, without authorization of the School due to privacy and confidentiality concerns and protections.

CONFLICT OF INTEREST POLICY

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances School Administration, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

OCEAA attempts to place students in classrooms other than a classroom taught by their parent. Students being in a classroom taught by their parent can lead to distractions for the student or parent. While OCEAA will make efforts to the best of its ability to place students in other classrooms, occasionally it may be necessary for a

student to be placed in their parent's classroom. This most often occurs when OCEAA does not have alternate sections in which to place the student. OCEAA will avoid such a placement when possible.

To learn more about OCEAA's Board of Director approved policy visit: <https://oceaa.org/board-accountability/board-policies/>

OUTSIDE ACTIVITIES

The school recognizes the right of employees to engage in activities outside of their employment that are of a private nature and unrelated to the school's business.

However, certain types of outside activities may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

If an employee believes that there is a potential conflict of interest with their outside activities, the employee must obtain written approval that such outside activity does not create an actual or potential conflict of interest from an Administrator before engaging such outside activity. If the additional employment is authorized, the School assumes no responsibility for it. OCEAA shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Employees also may not use the school's name, logo, supplies, equipment, or other property in connection with any outside activities. If you have any questions regarding the potential impact of any outside activities, including outside employment, please contact the Business Office prior to engaging in such activity.

LIMITATIONS ON STUDENT PLACEMENT IN A PARENT'S CLASSROOM

OCEAA will take all reasonable measures to avoid placing children in their parent's classroom. It is in the best interest of the child and the parent to have separation of the home and school environment as it may create disruptions. It is also important for OCEAA to have clear boundaries for our employees and having their child in their class blurs the lines of parent/employee.

If there is no other option but to place the child in the parent's classroom, the parents of the other children in the class will be informed in writing of the situation without disclosing the child's name.

GIFTS

Improper personal gain may result not only when an employee or relative has a significant ownership interest in a company with which the school does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the School. The receipt of occasional flowers, candy, or gifts worth less than \$250.00 from parents, professional contacts, or vendors fall outside the intent of this policy and acceptance of such items is permissible. However, employees must obtain written approval from the Business Office before accepting any item worth in excess of \$250.00.

PERSONAL CELL PHONE USAGE

This section on personal cell phone usage is written with an assumption of an in-person learning environment. Consideration should be given to how these guidelines apply to remote learning and virtual meetings. In any of these circumstances, cell phones should be turned off and full attention be given to the virtual classroom or virtual meeting.

Undivided attention is required during instruction, during parent interactions, during staff meetings, any activities involving children and parents, and in all other instances of the workday. As such, personal cell phone use is not allowed in areas where there is high traffic and children are present, such as in the front office, the garden grill, during teaching times or during staff meetings.

Administrators must be accessible by radio at all times should an emergency arise.

Personal cell phones may be used in the classroom with advance administrator approval for applications that provide key instructional support to students. When not in use for approved purposes, personal cell phones should be placed out of sight and completely silenced to avoid disruption to the learning environment.

In the event of a field trip or other class outing where personal cell phones may be used for safety purposes, communication should be limited to school staff only. The school will not be responsible for lost or stolen cell phones or other personal property.

OCEAA does not provide a stipend or cell phone reimbursement of any kind. Usage of personal cell phones for work use purposes is at the discretion of each employee. Cell phones are provided by OCEAA to employees which require the usage of cell phones for work purposes.

DRESS AND PERSONAL APPEARANCE

Staff Dress Code Philosophy

Orange County Educational Arts Academy's (OCEAA) dress code encourages professionalism, comfort, and individuality. Our values revolve around maintaining a positive learning environment, diversity, and freedom of expression in a safe and professional setting. As educators and role models to our students and community, it is important that our attire reflects our school mission to nurture "effective learners, ethical people and culturally competent leaders who contribute to a better world" and is appropriate for the work we do.

Dress Code Policy:

- All staff should be able to dress comfortably for school and center their attire around professional effectiveness based on their role at the school.
- All staff should understand that they are responsible for managing their own personal "distractions" without regulating any other individual's clothing/self-expression.
- All staff to maintain a safe learning environment for all (images, signs, symbols or language that creates a hostile or intimidating environment are not allowed).
- All staff may wear clothing that expresses their identities without fear of discrimination.
- All staff should wear shoes that allow safe and expeditious movements, if necessary. Any open-toed shoes should have a heel strap.
- Staff attire should allow for adequate mobility and a quick response during emergency and crisis situations.

If any employee is uncertain as to what dress or attire is or is not acceptable, he or she should discuss it with the site administrator or the Human Resources Designee.

HOUSEKEEPING

All employees are expected to keep their work areas clean and organized. This is especially true during the current pandemic. We all need to do our part to keep our school as clean as possible. This includes ensuring that all trash is disposed of properly.

TECHNOLOGY RESOURCES

TECHNOLOGY RESPONSIBILITY AND CONDITIONS OF USE

Every user who is provided access to the school's electronic communication systems, including, but not limited to computers, laptops, e-mail, telephones, mobile phones, tablets, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks ("Communications Systems") is responsible for using the Communications Systems in accordance with this policy. Any questions about this policy should be addressed to the Business Office.

The Communications Systems is the property of the school. It has been provided by the school for the sole purpose of conducting school-related business as well as other business that is approved by an administrator. All communications and information transmitted by, received from, or stored in these systems are school records and the property of the school.

To protect the integrity of the school's Communications Systems and the users against unauthorized or improper use of these systems, the school reserves the right, without notice, to limit or restrict any individual's use, and to inspect, copy, remove, or delete any unauthorized use of its Communications Systems upon authorization of an administrator or their designee. The school also reserves the right to periodically monitor the use of its Communications Systems and to access users' voice mail, Internet access, and e-mail for that purpose or any other business-related purpose upon authorization of an administrator or their designee.

PROHIBITED USE OF COMMUNICATION SYSTEMS

Users of the Communications Systems are strictly prohibited from using the Communications Systems to deliver a message that is harassing, discriminatory, or offensive in violation of OCEAA policies, including the Policy Against Unlawful Harassment, Discrimination, and Retaliation. Users are also prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others. Users are prohibited from using the Communications Systems to transmit, display, store, publish, or purposely receive any pornographic, obscene, or sexually explicit material.

Users must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the Communications Systems without the prior written authorization of an administrator of the school. Users must not alter, copy, transmit, or remove school information, proprietary software, or other files without proper authorization from the school.

Users are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's e-mail or voicemail mailboxes without proper authorization, based on legitimate business reasons, from an administrator or their designee. Anyone who receives an electronic communication for which they are not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voicemail mailboxes.

INTERNET USAGE

Internet usage, like all computer resources at OCEAA, is a tool for facilitating the operation of the school. Maintaining data security of the school for all employees, students, and parents is of the utmost priority.

- Employees may use only their password and may not reconfigure or tamper with the network system in any way, nor attempt to access or alter files without proper authority.
- Commercial software is copyrighted, and each purchaser must abide by the licensing agreement published with the software. Violations of copyright laws are strictly against school policy and may subject an employee to disciplinary action.
- When using OCEAA Internet, no employee should have any expectation of privacy, as the school has access to all sites visited by employees.

EMAIL

Email is an effective means of communication with parents, colleagues, and others with whom we have professional relationships. Everything sent from an OCEAA email account reflects the sender as a professional and as a representative of the school. Email should be drafted with the same care, judgment, and responsibility that they would use when sending letters or memoranda written on school letterhead.

To convey the utmost in professionalism as we communicate with email, our signature lines should be consistent with what has been established for our school signature line information. The only personalization should be name and title. If in doubt about what your signature line should look like, please consult with your direct supervisor

Email should be checked every day, at least once in the morning and once at the end of the school day. Email from parents should be responded to within 24 hours. Erasing an e-mail message from a mailbox does not necessarily erase all copies of the message on the network. Archived copies may be stored for substantial periods of time and are subject to the provisions of this policy regarding content, review, access, and disclosure.

To maintain a level of professionalism in our communication with colleagues, families, potential families, and the community at large, all employees are expected to utilize their OCEAA email address. Using one's personal email address for communication related to OCEAA is against school policy.

SLACK/ Instant Messaging

SLACK or Google Chat is another form of communication utilized by OCEAA. Employees are welcome, but not required to, install Slack or use instant messaging on their personal devices. Depending on the employee's position, employees may be required to install SLACK on any OCEAA devices.

CREATING AND USING SCHOOL SOCIAL MEDIA

Employees are only permitted to communicate and connect with parents and students on social media that is owned and operated by the school and only regarding school-related matters.

The IT Department, in addition to Administration, are responsible for approving requests for school social media, monitoring school social media for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). The school has final approval over all content and reserves the right to close the social media at any time, with or without notice. Any inappropriate or unprofessional communications may result in disciplinary action, up to and including termination.

To set up social media that is owned and operated by the school in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create OCEAA social media from an administrator.
- Contact the IT Department to set up the social media. Provide the IT Department with the username and password that you would like assigned to the account. If you change the username and/or password, you must immediately update this information with the IT Department. Failure to do so may result in disciplinary action, up to and including termination.

Any social media created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

SOCIAL MEDIA GUIDELINES

Social media, such as Facebook, Twitter, Pinterest, YouTube, LinkedIn, TikTok and Instagram, provides OCEAA with a tremendous opportunity to communicate our mission, commitment, accomplishments and events to a wide audience of students, parents, prospective families, prospective employees, the academic community and the community at large. However, use of such online tools requires diligence and responsibility.

OCEAA has adopted the following policy regarding teacher and staff conduct on social networking sites as it pertains to both employee and student-initiated communication. This policy applies to situations when you: (1) make a post to a social media platform that is related to the school; (2) engage in social media activities during working hours; (3) use school equipment or resources while engaging in social media activities; (4) use your school e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with the school; or (6) interact with school students or parents/guardians of school students (regarding school-related business) on the Internet and on social media sites.

To ensure we are always at the highest level of professionalism and appropriateness, the following guidelines have been established as a requirement for all OCEAA employees:

Model Appropriate Behavior. Exercise appropriate discretion when using social networks for personal communications (friends, colleagues, parents, former students, etc.) with the knowledge that adult behavior on social networks may be used as a model by our students. Employees are prohibited from making discriminatory, harassing, defamatory, libelous, or slanderous comments when discussing the School, the employee’s supervisors, co-workers, and competitors. Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

Friending Students/Alumni. Do not initiate or accept social network friend requests with current or former students under the age of 18. Use professional discretion when friending alumni 18 and over.

Other Friends. OCEAA encourages employees to exercise professional judgment when allowing other members of their network to post content and information on employees’ social media accounts. In addition, employees should be mindful of the information and content they post to other social media accounts, as this content may be accessible by OCEAA stakeholders and members of the community.

Groups in Your Social Network - Please consider our students and their view of everyone at OCEAA that is an integral part of their world. Associate with social networking groups consistent with healthy, pro-social activities and the mission and reputation of OCEAA, acting with sensitivity within the context of a diverse educational environment in which both students and adults practice tolerance and accept competing views.

Time on Social Sites. While it is acceptable to engage in limited and incidental social media activities at work, such social media activities may not interfere with your job duties or responsibilities.

Do not post confidential information. Remember that most student information is protected by the Family Educational Rights and Privacy Act (“FERPA”), including all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained. Student and employee confidentiality policies must be strictly followed. In addition, employees are not authorized to publish any confidential or proprietary information maintained by the School.

Do not use your School-authorized e-mail address for personal use. This includes registering on social media websites, blogs, or other online tools utilized for personal use.

Be honest and accurate. Never post any information or rumors that you know to be false about the school, fellow employees, students, parents, vendors, suppliers, people working on behalf of the school, or competitors.

Express only your personal opinions. Never represent yourself as a spokesperson for the school unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the school, make it clear that you are not speaking on behalf of the school and that your views do not represent those of the school, fellow employees, students, parents, vendors, suppliers, or other people working on behalf of the school. It is best to use a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the school.”

In the event you have any questions about whether a particular social media activity may involve or implicate the school, or may violate this policy, please contact the Business Office.

Social media is in a state of constant evolution, and the school recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

LEAVING OCEAA

GIVING NOTICE

Although employment with OCEAA is at-will, the school requests that an employee who intends to voluntarily leave their employment with the school provide appropriate written notice to their supervisor or the Business Office. This advance notice will provide your supervisor adequate time to complete the termination process and ensure a smooth transition for your departure from the school. All school-owned property (laptops, mobile phones, student files, student grades and work product, lesson plans, keys, files, identification badges, credit cards, debit cards, business cards, etc.) must be returned immediately upon termination of employment. Employee assumes responsibility for any lost or damaged items.

Upon termination of employment, final pay will be calculated based on days worked and any outstanding PTO.

There is a fee for lost items:

1. Annex/Main Building Master door key \$1,000.00 as OCEAA will need to re-key and re-issue new keys to all employees.
2. Parking Card \$25.00
3. Parking FOB \$25.00
4. Annex Parking Permit \$5.00
5. Classroom/Office Key \$15.00
6. Laptop - cost to repair or replace \$250.00 - \$1,299.00

EXIT SURVEY

Employees may be asked to participate in an exit survey when they leave OCEAA. The purpose of the exit survey is to provide an opportunity to share constructive input on what is great about OCEAA and any ideas regarding opportunities for improvement.

AMENDMENT TO EMPLOYEE **HANDBOOK**

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

OCEAA reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.



EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND AT-WILL AGREEMENT

ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO THE **BUSINESS OFFICE** WITHIN ONE WEEK OF RECEIPT.

I have received a copy of the OCEAA's Employee Handbook. I understand that it is my responsibility to carefully read and understand its contents and I agree to follow the policies stated therein. Unless specified otherwise in an agreement between me and the School, I agree that the School and I both have the right to terminate my employment at any time, with or without notice, and with or without cause. I further understand that transfers, demotions, suspensions, employee discipline, and changes in the terms and conditions of employment may be administered at the sole and absolute discretion of the School. Unless specified otherwise in an agreement between me and the School, I understand that I am an at-will employee. I understand that these conditions of my employment may not be modified orally and may only be modified in a writing signed by an Administrator of the School and me.

I understand that nothing in the Handbook is intended, nor should be construed, as a limitation of my right and the School's right to terminate the employment relationship at any time, with or without notice, and with or without cause, or the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that nothing in the Handbook is intended, nor should be construed, to create an implied or express contract of employment contrary to this express at-will agreement or to the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that the School reserves the right to depart from and modify the policies stated in the Handbook at its sole discretion, with the exception of my at-will status and the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment. The foregoing constitutes the entire terms of the agreement between me and the School regarding the duration and at-will nature of my employment and the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion.

Date: _____

Employee Print: _____

Employee Signature: _____



APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the Business Office or Board President.

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

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

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

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur?

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____

Date: _____

CALIFORNIA STATE UNIVERSITY, FULLERTON
Teaching Internship Agreement

THIS AGREEMENT is entered into by and between the State of California acting through the Trustees of the California State University on behalf of **California State University, Fullerton** (“University”) and Orange County Educational Arts Academy (OCEAA) (“Affiliate”), referred to herein singularly as “party” or collectively as “parties,” for the Term indicated herein.

WHEREAS, 1) University operates at least one intern program which provides the requisite education and training for candidates pursuing one or more California Preliminary Teaching Credentials; and 2) every intern program (“Intern Program(s)”) included in this Agreement is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs;

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth below, University and Affiliate hereby agree to the following for those University Preliminary Teaching Credential Program(s) indicated below:

Multiple Subject Program	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Single Subject Program	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Education Specialist (Early Childhood, Mild/Moderate, and Moderate/Severe)	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

1. TERM OF AGREEMENT AND EARLY TERMINATION CLAUSE.

- A. Term. This Agreement shall remain in full force and effective for an initial term of three (3) years beginning December 6, 2023 through December 31, 2026.
- B. **Renewal.** This Agreement may be renewed by mutual agreement.
- C. **Termination.** Either party may terminate this Agreement during the stated Term by notifying the other party with at least thirty (30) days’ advance written notice of the intention to terminate; however, any such termination by the Affiliate will not be effective against any Intern who on the date of provision of said notice was participating in an Intern Program until such Intern has completed the Intern Program as initially agreed upon.

2. INTERN QUALIFICATION. Intern requirements are subject to change during the Term of this Agreement; hence, University shall ensure satisfaction of all applicable Education Code and CTC requirements in effect for and applicable to each Intern and Intern’s respective Intern Program at the time of admission. University shall verify satisfaction or completion, as appropriate, of each of the following qualifications for every candidate admitted to any of its Intern Programs (each admitted candidate shall be referred to herein as an “Intern”).

- A. Completion of a baccalaureate or higher degree from a regionally accredited institution of postsecondary education;
- B. Successful demonstration of basic skills proficiency (i.e. reading, writing, and mathematics) as required by Education Code Sections 44325, 44326, and 44453;
- C. Completion of all pre-service Preliminary Credential Program requirements per Education Code Section 44320(d) and CTC Common Standards as well as respective Intern Program requirements, which currently include English Learner Authorization.; and
- D. Demonstration of subject matter competence, as applicable:
 - i. **For Single Subject and Multiple Subject Interns.** Subject matter competence either by passing the Commission-approved subject matter examination(s) or completion of an approved subject matter preparation program, as required by Education Code Section 44325(c)(3).

- ii. **Education Specialist Interns.** Passing of the Commission-approved subject matter examination(s) for a core subject content area as required through the approved program , per Education Code Section 44252(b).

3. INTERN SUPERVISION AND SUPPORT.

- A. University shall guide the development of the individual plan for mentoring support and professional development of each Intern, including coursework and fieldwork.
- B. Affiliate shall appoint, maintain, evaluate, and compensate trained support persons at each Intern's work site. In addition, Affiliate shall define and document the type and frequency of support services to be provided, including identification of regular, ongoing time for support persons to work with each Intern.
- C. Affiliate shall identify to University an assigned Mentor and support persons, all of whom shall first be determined to meet all required qualifications established by the Education Code and CTC which are in effect at the time of Intern assignment. Affiliate shall then provide appropriate training for performance of Mentor and support persons prior to an Intern assuming daily teaching responsibilities.
- D. Affiliate shall document that each Mentor meets established qualifications which currently include:
 - 1. possession of a valid corresponding Clear or Life Credential, and
 - 2. a minimum of three (3) years of successful teaching experience, and
 - 3. if specified English Learner support is to be provided, possession of an English Learner Authorization in addition to the other requirements established by the CTC.
- E. University shall assign an appropriate Supervisor for each Intern who meets established qualifications which currently include:
 - 1. subject matter competency which is current and appropriate for the grade level taught;
 - 2. an understanding of the context of public schooling;
 - 3. the ability to model best professional practices in teaching and learning, scholarship, and service;
 - 4. knowledge of diverse abilities including cultural, language, ethnic, and gender diversity; and
 - 5. a thorough grasp of the academic standards, frameworks, and accountability systems that drive public school curricula.
- F. Once an Intern has assumed daily teaching responsibilities, Supervisor and Mentor will communicate and collaborate regularly to provide appropriate support and supervision, including English Learner support, if applicable, related to the needs of the assigned Intern, per Education Code Section 44462.
- G. University and Affiliate shall also coordinate the tracking and documentation of Intern support and supervision hours.
- H. Affiliate and University shall cooperate regarding the provision and documentation of support and supervision hours for each Intern to ensure that minimum CTC requirements are met. Currently, the minimum combined support and supervision hours must total 144, and a minimum of two hours of combined support and supervision is required to be provided to the Intern every five instructional days.
- I. Affiliate and University will cooperate with the oversight, operation, and evaluation of the Intern Program in accordance with applicable CTC Common Standards.

4. INTERN ASSIGNMENT REQUIREMENTS.

- A. Public school districts and county offices of education are eligible Affiliates for all Intern Programs while an Affiliate that is either a) organized as a non-public school, or b) contracted with regional centers to provide services to babies and toddlers with disabilities, is only eligible for the Special Education Program(s) noted herein per Education Code Sections 44321 and 44452.
- B. Affiliate shall hire each Intern on a part-time or full-time probationary or temporary contract with pay and benefits, including workers' compensation coverage, commensurate with the Intern assignment.
- C. Affiliate shall assign each Intern to assume the functions which are authorized by said Intern's teaching or services credential per Education Code Section 44454.
- D. University stipulates that Intern's services meet the instructional or service needs of the participating Affiliate(s) in accordance with Education Code Section 44458.

- E. Affiliate shall ensure that each bilingual Intern is placed in an appropriate bilingual setting to allow Intern to apply and practice appropriate bilingual instruction.
- F. Affiliate shall make every attempt, within the constraints of openings available, to place each Intern in a teaching situation which will maximize first year success including but not limited to such elements as a supportive principal, available peer support, class selection, etc.
- G. Affiliate shall provide each Intern with a full range of teaching responsibilities indicative of a full-time or part-time teacher, as appropriate.
- H. If it is necessary for an Intern to attend class at University and/or complete necessary classroom observations of credentialed teachers, Affiliate shall permit the Intern to use appropriate release time from teaching responsibilities when such Intern has notified Affiliate of such needed release time prior to assignment. Release time requested shall allow for sufficient travel time and Affiliate acknowledges that a University class may begin as early as 4:00 p.m.

5. INTERN EVALUATION AND PROGRAM OVERSIGHT.

- A. Affiliate shall work with University to provide annual evaluations of each Intern as required for credential decisions.
- B. Affiliate has the option to designate an administrator and/or teacher representative to serve on the Internship Advisory Board which meets once each semester, as needed.
- C. University Intern Program coordinators shall coordinate meeting of the Internship Advisory Boards(s), as needed.
- D. Per CTC Preconditions for Internship Programs, the parties to this Agreement certify that Interns will not displace certificated employees in the participating school districts. Both parties further certify that when an Intern is hired, there are no available qualified, certificated persons holding the credential.

6. TENURE ELIGIBILITY. Tenure eligibility for any Intern hired by Affiliate under this Agreement shall be in accordance with Education Code Section 44466.

7. INDEMNIFICATION. University shall defend, indemnify, and hold harmless Affiliate, its officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees or agents.

Affiliate shall defend, indemnify, and hold harmless the University, its officers, employees, agents, and volunteers from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Affiliate, its officers, employees, agents, or volunteers.

8. DISPUTE RESOLUTION. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral entity. The costs of and related to the services of the neutral entity will be split equally between the Parties. In the event that legal action is pursued, the prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as permitted by law.

9. NO AGENCY RELATIONSHIP CREATED. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent, or employment relationship between the parties, hence, neither party shall have the authority to bind the other party for any purpose.

10. INSURANCE REQUIREMENTS. University and Affiliate shall each secure and maintain insurance coverage during the TERM, at their respective sole expense, of the types noted below and with the respective minimum limits covering themselves including their employees, officers, agents, and volunteers. Each party reserves the right to request, and agrees to provide upon request, documentation

of such coverage(s). If any documented policy is cancelled before the expiration thereof, written notice shall be delivered to the other party in accordance with policy provisions. Each party acknowledges that such insurance coverage requirements may be addressed through a variety of risk financing methods including commercial insurance, self-insurance, risk sharing pool, captive, or combination thereof and that when placed with commercial insurers, such insurers shall have an A.M. Best rating of no less than A, VII or equivalent or as accepted by the other party.

A. Comprehensive or Commercial Form General Liability (including Contractual Liability) with minimum limits as follows:

- Each Occurrence: \$1,000,000, General Aggregate: \$3,000,000

B. Workers' Compensation Liability:

- Minimum limit as required by statute
- Employer's Liability: Minimum limit of \$1,000,000 per each accident, employee, and disease

C. Professional Liability coverage (appropriate to the professional activities):

- Minimum limits: \$1,000,000 per claim, \$2,000,000 per policy
- Coverage to be maintained for a period of five (5) years beyond the TERM of this Agreement

The foregoing insurance limits and/or requirements shall be subject to modifications to coverage forms and/or limits as mandated from time to time by the respective insurance programs of the parties. Both parties agree to provide the other party with no less than thirty (30) days' written notice of any change in coverage forms and/or limits. In the event of such change, both parties agree to renegotiate insurance requirements, if necessary, within thirty (30) calendar days from receipt of notification of such change ("renegotiation period"). New Agreement terms regarding coverage forms and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written amendment to this Agreement issued within the renegotiation period. If the parties are unable to renegotiate said coverage forms and/or limits during the renegotiation period, this Agreement shall automatically terminate at the end of the renegotiation period unless the parties mutually agree in writing to extend the renegotiation period for an additional thirty (30) days.

University has elected to be self-insured for its general liability, worker's compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

11. GOVERNING LAW. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the Affiliate is located.

12. MODIFICATIONS AND NOTICES. Any modification to this Agreement shall be enforceable only if such modification is presented in writing and subsequently signed by an authorized representative of each party ("Amendment"). Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and delivered using an independently traceable means of delivery to the other party, as applicable.

University mailing address:

California State University, Fullerton
Attn: Contracts & Procurement
2600 Nutwood Ave., Suite 300
Fullerton, CA 92831

Affiliate mailing address:

Orange County Educational Arts Academy
825 N. Broadway
Santa Ana, CA 92701
Attn: Mike Limon

For programmatic questions, please contact the College of Education (specify the Intern Program):
CSUF College of Education
2600 Nutwood Ave., Suite 500
Fullerton, CA 92831
Ph: 657/278-3411

This Agreement is hereby executed by the authorized representative of each party entered and as of the dates written below.

CALIFORNIA STATE UNIVERSITY,
FULLERTON CONTRACTS & PROCUREMENT

ORANGE COUNTY EDUCATIONAL ARTS
ACADEMY

Signed: _____

Signed: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Union Bargaining Unit Representative
(if required):

Signed: _____

Print: _____

Title: _____

Date: _____

If Board Approval is Required:

BOARD APPROVAL DATE: _____