



Contra Costa School of Performing Arts

Regular Board Meeting

Date and Time

Wednesday December 14, 2022 at 5:30 PM PST

Location

Contra Costa School of Performing Arts
2730 Mitchell Drive
Walnut Creek, CA 94598

The public may address the Board regarding any item within the jurisdiction of the Board of Directors of ChartHouse Public Schools. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker's card. Cards should be turned into the Board Chair/Vice Chairperson prior to the Call to Order. Speakers will be given three minutes for items on the agenda, and two minutes for items not on the agenda. When translation services are utilized to support the participation of a primary Speaker, the translator will be afforded the same duration of time as the primary Speaker. Time may not be yielded to other speakers. In compliance with the Brown Act, the Board may listen to comments from speakers and provide direction to staff, but may not engage in discussion or take action on items that are not already on the agenda.

All Board agendas and minutes will be published at cocospa.org. Any disclosable public records related to an open session Board meeting agenda item and distributed by staff to a majority of the Board of Directors shall be available for public inspection.

The Board of Directors will provide reasonable accommodations for persons with disabilities planning to attend Board meetings so long as notice is provided at least one hour prior to the start of the meeting by contacting the Executive Director's Office at (925) 235-1130.

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
Opening Items			
A. Call the Meeting to Order		Heather Vega	
B. Record Attendance		Heather Vega	
C. Establishment of Quorum		Heather Vega	
D. Agenda Review and Adoption	Vote	Heather Vega	5 m

The Board will review the agenda and adopt as presented or take action to change the order of items. *Note that should a new Board President be approved, that person will take over any agenda items assigned to Marie Gil.

E. Approve Minutes	Approve Minutes	Heather Vega	5 m
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The Board will consider the approval of the minutes from the Regular Board of Directors meeting held on November 29, 2022.

II. PUBLIC COMMENTS **5:40 PM**

The public may address the Board regarding any item within the jurisdiction of the Board of Directors of ChartHouse Public Schools. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker's card. Cards should be turned into the Board Chair/Vice Chairperson prior to the Call to Order.

Speakers will be given three (3) minutes for items *on* the agenda, and two (2) minutes for items *not* on the agenda. When translation services are utilized to support the participation of a primary Speaker, the translator will be afforded the same duration of time as the primary Speaker. Time may not be yielded to other speakers. In compliance with the Brown Act, the Board may listen to comments from speakers and provide direction to staff, but may not engage in discussion or take action on items that are not already on the agenda.

A. Items on the Agenda		Heather Vega	
B. Items not on the Agenda		Heather Vega	

Purpose Presenter Time

III. COMMITTEES **5:40 PM**

The Board will hear reports from its committees.

- | | | | |
|-----------------------------|-----|----------------|-----|
| A. Finance Committee | FYI | David
Wendt | 5 m |
|-----------------------------|-----|----------------|-----|

The Board will hear a report from this committee.

- | | | | |
|--|-----|--------------------------|-----|
| B. Fundraising Ad Hoc Committee | FYI | Fatemeh
Bani-
Taba | 5 m |
|--|-----|--------------------------|-----|

The Board will hear a report from this committee.

- | | | | |
|---------------------------------------|-----|-----------------|-----|
| C. Facilities Ad Hoc Committee | FYI | Brandy
Byers | 5 m |
|---------------------------------------|-----|-----------------|-----|

The Board will hear a report from this committee.

- | | | | |
|---|------|-----------------|-----|
| D. Long Term Planning Ad Hoc Committee | Vote | Charles
Hill | 5 m |
|---|------|-----------------|-----|

The Board will hear any updates from the long-term planning committee.

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|---------------------------------------|-----|-----------------|-----|
| E. Enrollment Ad Hoc Committee | FYI | Heather
Vega | 5 m |
|---------------------------------------|-----|-----------------|-----|

The Board will hear a report from the enrollment ad hoc committee.

IV. FISCAL REPORTS **6:05 PM**

- | | | | |
|------------------------------------|---------|-----------------------------|------|
| A. Monthly Financial Report | Discuss | EdTec
Client
Managers | 10 m |
|------------------------------------|---------|-----------------------------|------|

The Board will hear a presentation and report from EdTec Client Managers on the monthly financial report, including other important updates. Amended report added 12/14/22 at 10:52 a.m.

- | | | | |
|--------------------------------------|------|-----------------------------|------|
| B. Approval of Revised Budget | Vote | EdTec
Client
Managers | 10 m |
|--------------------------------------|------|-----------------------------|------|

The Board will consider for approval of the revised budget.

V. Employee Handbook **6:25 PM**

The Board will consider approving updated Employee Handbook.

- | | | | |
|-----------------------------|------|-----------------|-----|
| A. Employee Handbook | Vote | Brandy
Byers | 5 m |
|-----------------------------|------|-----------------|-----|

The Board will consider approving the employee handbook.

Purpose Presenter Time

VI. Board Policies **6:30 PM**

The board will consider adopting policies needed for our Civil Rights Review.

A. BP 3 Complaints	Vote	Brandy Byers	5 m
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The board will consider approving a revision of the Universal Complaint Procedure. The proposed revision focuses the policy on Uniform and general complaints.

B. BP 18 Section 504	Vote	Brandy Byers	5 m
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The Board will consider Board Policy 18: Section 504 for approval.

C. BP 19 Title IX	Vote	Brandy Byers	5 m
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The Board will consider for approval Board Policy 19 regarding Title IX.

D. BP 20 Title II	Vote	Brandy Byers	5 m
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The Board will consider for approval Board Policy 20 regarding Title II.

E. BP 21 Anti Harassment, Discrimination, Intimidation and Bullying Prevention Policy	Vote	Brandy Byers	5 m
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The Board will consider approving Board Policy 21 Anti Harassment, Discrimination, Intimidation and Bullying Prevention Policy.

F. BP 22 Complaint Regarding Pupil Nutrition	Vote	Brandy Byers	5 m
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The Board will consider approving Board Policy 22, Complaint about Pupil Nutrition.

G. BP 23 Complaint about Special Education	Vote	Brandy Byers	5 m
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The Board will consider approving Board Policy 23, Complaint about Special Education.

H. BP 24 Board Policy Harassment, Discrimination, and Retaliation Prevention Policy	Vote	Brandy Byers	5 m
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Board will consider approving Board Policy 24: **Harassment, Discrimination, and Retaliation Prevention Policy (employee).**

VII. ADMINISTRATIVE ITEMS AND ANNOUNCEMENTS **7:10 PM**

A. Executive Director Report	FYI	Brandy Byers	15 m
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The Board will hear an update on school business from Dr. Byers.

Purpose Presenter Time

VIII. CLOSED SESSION

7:25 PM

The Board will move to Closed Session.

A. Public Employment (§ 54957)	Vote	Heather Vega	15 m
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Title: Administration
Teachers
Classified

B. Public Employee Appointment (§ 54957)	Vote	Heather Vega	15 m
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Executive Director

C. Public Employee Performance Evaluation (§ 54957)	Vote	Heather Vega	15 m
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Executive Director

D. Public Employee Discipline/Dismissal Release (§ 54957)	Vote	Heather Vega	15 m
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Title: Public Employee Discipline/Dismissal/Release

IX. RECONVENE TO OPEN SESSION

8:25 PM

A. Report Out	FYI	Heather Vega	
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The Board will report out on actions taken in Closed Session, if any.

X. Closing Items

8:25 PM

A. Adjourn Meeting		Heather Vega	1 m
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Coversheet

Monthly Financial Report

Section:	IV. FISCAL REPORTS
Item:	A. Monthly Financial Report
Purpose:	Discuss
Submitted by:	
Related Material:	CCSPA December Board Meeting Slides.pdf CCSPA MYP 1st Interim (Dec Board Meeting) (1).pdf

Contra Costa School of Performing Arts Board Financial Update

BRYCE FLEMING

KENDALL AOZASA

DECEMBER 14, 2022



Contents



1. **2022-23 Budgeting Update**
 - A. 1st Interim
 - B. State Budget Updates

2022-23

edtec 



1st Interim Budget



Board approves 1st Interim forecast

		2022-23	2023-24	2024-25
		Current Forecast	Projected Budget	Projected Budget
Revenue	LCFF Entitlement	3,602,656	4,399,495	4,888,150
	Federal Revenue	160,918	117,893	126,443
	Other State Revenues	1,482,409	603,134	580,772
	Local Revenues	129,049	258,362	268,956
	Fundraising and Grants	85,076	90,078	92,580
	Total Revenue	5,460,109	5,468,961	5,956,901
Expenses	Compensation and Benefits	3,202,471	2,912,763	3,291,567
	Books and Supplies	201,937	254,359	275,690
	Services and Other Operating	2,430,265	2,283,778	2,347,139
	Depreciation	16,414	14,539	1,045
	Other Outflows	-	-	-
	Total Expenses	5,851,087	5,465,440	5,915,440
	Operating Income	(390,978)	3,522	41,460
	Beginning Balance (Audited)	668,363	277,385	280,906
	Operating Income	(390,978)	3,522	41,460
Ending Fund Balance (incl. Depreciation)		277,385	280,906	322,367
Ending Fund Balance as % of Expenses		4.7%	5.1%	5.4%

State Budget Updates



Prop 28: Arts & Music

Timeline

- Begins 2023-24
- Ongoing and three years to spend each year's entitlement

Requirements

- >500 students → spend 80%+ on staff*
- Supplement, not supplant – new expense to budget!

Reporting

- Required to complete expenditure plan & annual reports
- Board approval and posted to school website

Contra Costa School of the Performing Arts
Multi-year Projection
As of Oct FY2023

	Year 1	Year 2	Year 3	Year 4	Assumptions
	2022-23	2023-24	2024-25	2025-26	
SUMMARY					
Revenue					
LCFF Entitlement	3,602,656	4,399,495	4,888,150	5,372,347	
Federal Revenue	160,918	117,893	126,443	130,743	
Other State Revenues	1,482,409	603,134	580,772	607,444	
Local Revenues	129,049	258,362	268,956	279,677	
Fundraising and Grants	85,076	90,078	92,580	95,082	
Total Revenue	5,460,109	5,468,961	5,956,901	6,485,293	
Expenses					
Compensation and Benefits	3,202,471	2,912,763	3,291,567	3,429,631	
Books and Supplies	201,937	254,359	275,690	297,557	
Services and Other Operating Expenditures	2,430,265	2,283,778	2,347,139	2,413,312	
Depreciation	16,414	14,539	1,045	-	
Other Outflows	-	-	-	-	
Total Expenses	5,851,087	5,465,440	5,915,440	6,140,500	
Operating Income	(390,978)	3,522	41,460	344,793	
Fund Balance					
Beginning Balance (Unaudited)	668,363	277,385	280,906	322,367	
Audit Adjustment					
Beginning Balance (Audited)	668,363	277,385	280,906	322,367	
Operating Income	(390,978)	3,522	41,460	344,793	
Ending Fund Balance	277,385	280,906	322,367	667,159	
Total Revenue Per ADA	16,500	14,465	14,829	15,249	
Total Expenses Per ADA	17,682	14,455	14,726	14,438	
Operating Income Per ADA	(1,182)	9	103	811	
Fund Balance as a % of Expenses	5%	5%	5%	11%	

Contra Costa School of the Performing Arts
Multi-year Projection
As of Oct FY2023

	Year 1 2022-23	Year 2 2023-24	Year 3 2024-25	Year 4 2025-26	Assumptions
Key Assumptions					
Enrollment Breakdown					
6	73	98	105	112	
7	73	71	74	77	
8	73	71	74	77	
9	57	43	46	49	
10	33	43	46	49	
11	33	37	40	43	
12	8	37	40	43	
Total Enrolled	350	400	425	450	
ADA %					
4-6	95.5%	95.5%	95.5%	95.5%	
7-8	95.0%	95.0%	95.0%	95.0%	
9-12	93.5%	93.5%	93.5%	93.5%	
Average ADA %	94.5%	94.5%	94.5%	94.5%	
ADA					
4-6	70	94	100	107	
7-8	139	135	141	146	
9-12	122	150	161	172	
Total ADA	331	378	402	425	
Demographic Information					
CALPADS Enrollment (for unduplicated % calc)	341	400	425	450	
# Unduplicated (CALPADS)	144	169	180	191	
# Free & Reduced Lunch (CALPADS)	132	155	165	175	
# ELL (CALPADS)	29	34	36	38	
New Students	-	59	25	25	
School Information					
FTE's	35.0	31.9	35.7	36.7	
Teachers	20	19	21	21	
Certificated Pay Increases	2%	2%	2%	2%	
Classified Pay Increases	2%	2%	2%	2%	
# of school days	-	-	-	-	
Default Expense Inflation Rate		0%	2%	2%	

**Contra Costa School of the Performing Arts
Multi-year Projection
As of Oct FY2023**

	Year 1 2022-23	Year 2 2023-24	Year 3 2024-25	Year 4 2025-26	Assumptions
REVENUE					
LCFF Entitlement					
8011 Charter Schools General Purpose Entitlement - State Aid	1,968,636	2,532,502	2,904,571	3,272,233	
8012 Education Protection Account Entitlement	66,182	75,618	80,340	85,060	
8096 Charter Schools in Lieu of Property Taxes	1,567,838	1,791,375	1,903,239	2,015,054	
SUBTOTAL - LCFF Entitlement	3,602,656	4,399,495	4,888,150	5,372,347	
Federal Revenue					
8181 Special Education - Entitlement	55,000	42,625	50,000	53,125	
8220 Child Nutrition Programs	16,450	18,800	19,975	21,150	
8291 Title I	38,057	38,057	38,057	38,057	
8292 Title II	8,411	8,411	8,411	8,411	
8294 Title IV	10,000	10,000	10,000	10,000	
8299 All Other Federal Revenue	33,000	-	-	-	
SUBTOTAL - Federal Revenue	160,918	117,893	126,443	130,743	
Other State Revenue					
8381 Special Education - Entitlement (State)	271,346	310,034	329,394	348,746	
8382 Special Education Reimbursement (State)	87,500	87,500	87,500	87,500	
8520 Child Nutrition - State	1,225	1,400	1,488	1,575	
8550 Mandated Cost Reimbursements	12,494	10,609	12,955	14,346	
8560 State Lottery Revenue	81,912	93,591	99,436	105,277	
8590 All Other State Revenue	977,931	50,000	-	-	
8593 Other State Revenue 3	50,000	50,000	50,000	50,000	
SUBTOTAL - Other State Revenue	1,482,409	603,134	580,772	607,444	
Local Revenue					
8634 Food Service Sales	40,497	46,271	50,094	54,045	
8693 Field Trips	24,818	28,357	30,128	31,898	80% of field trip expenses
8699 All Other Local Revenue	28,734	28,734	28,734	28,734	chromebook replacement, other fees
8701 8701 - Student Production/Event Revenue	35,000	40,000	45,000	50,000	
8702 CTEIG	-	115,000	115,000	115,000	
SUBTOTAL - Local Revenue	129,049	258,362	268,956	279,677	
Fundraising and Grants					
8802 8802 - Donations - Private (Foundation Grants)	50,000	50,000	50,000	50,000	
8803 8803 - Fundraising (school Site)	35,076	40,078	42,580	45,082	
SUBTOTAL - Fundraising and Grants	85,076	90,078	92,580	95,082	
TOTAL REVENUE	5,460,109	5,468,961	5,956,901	6,485,293	

**Contra Costa School of the Performing Arts
Multi-year Projection
As of Oct FY2023**

	Year 1 2022-23	Year 2 2023-24	Year 3 2024-25	Year 4 2025-26	Assumptions
EXPENSES					
Compensation & Benefits					
Certificated Salaries					
1100 Teachers Salaries	1,189,774	1,174,551	1,267,222	1,306,646	
1103 Teacher - Substitute Pay	28,000	28,560	29,131	29,714	
1148 Teacher - Special Ed	138,087	137,934	261,305	266,531	
1150 Teacher - Arts	123,184	53,550	54,621	55,713	
1200 Certificated Pupil Support Salaries	73,621	-	-	-	
1300 Certificated Supervisor & Administrator Salaries	497,072	456,110	465,232	474,537	
SUBTOTAL - Certificated Salaries	2,049,738	1,850,705	2,077,511	2,133,141	
Classified Salaries					
2100 Classified Instructional Aide Salaries	312,423	293,270	333,256	374,731	
2200 Classified Support Salaries	36,455	35,986	36,705	37,439	
2400 Classified Clerical & Office Salaries	124,518	108,801	110,977	113,196	
2935 Other Classified - Substitute	9,000	9,180	24,000	26,000	
SUBTOTAL - Classified Salaries	482,395	447,236	504,938	551,367	
Employee Benefits					
3100 STRS	367,972	343,257	386,372	396,789	
3300 OASDI-Medicare-Alternative	74,262	64,369	72,138	76,564	
3400 Health & Welfare Benefits	158,448	147,473	184,235	203,180	
3500 Unemployment Insurance	27,983	21,562	23,872	24,488	
3600 Workers Comp Insurance	37,982	34,469	38,737	40,268	
3900 Other Employee Benefits	3,693	3,693	3,763	3,834	
SUBTOTAL - Employee Benefits	670,339	614,822	709,117	745,123	
Books & Supplies					
4200 Books & Other Reference Materials	3,027	3,027	3,085	3,143	
4300 Materials & Supplies	20,000	30,000	35,000	40,000	
4315 Custodial Supplies	331	378	409	442	
4320 Educational Software	36,731	41,968	45,436	49,019	
4325 Instructional Materials & Supplies	31,731	31,731	32,334	32,948	
4410 Classroom Furniture, Equipment & Supplies	20,000	20,000	21,654	23,363	
4420 Computers: individual items less than \$5k	5,000	30,000	32,481	35,045	
4430 Non Classroom Related Furniture, Equipment & Supplies	10,000	11,429	12,374	13,350	
4710 Student Food Services	75,117	85,826	92,918	100,247	
SUBTOTAL - Books and Supplies	201,937	254,359	275,690	297,557	
Services & Other Operating Expenses					
5200 Travel & Conferences	5,000	5,886	6,441	7,025	
5300 Dues & Memberships	15,000	15,000	15,285	15,575	
5400 Insurance	77,395	85,594	91,398	97,392	
5515 Janitorial, Gardening Services & Supplies	135,000	139,050	143,222	147,518	

**Contra Costa School of the Performing Arts
Multi-year Projection
As of Oct FY2023**

	Year 1 2022-23	Year 2 2023-24	Year 3 2024-25	Year 4 2025-26	Assumptions
5535 Utilities - All Utilities	145,000	149,350	153,831	158,445	
5605 Equipment Leases	12,072	13,797	14,937	16,117	
5610 Rent	1,045,944	1,045,944	1,046,236	1,046,533	
5615 Repairs and Maintenance - Building	90,000	105,943	115,941	126,444	
5631 Other Space Rental	43,479	1,000	1,019	1,038	
5803 Accounting Fees	9,682	9,972	10,272	10,580	
5809 Banking Fees	478	478	487	496	
5812 Business Services	162,489	149,895	158,921	169,000	
5815 Consultants - Instructional	25,818	30,392	33,260	36,273	
5820 Consultants - Non Instructional - Custom 1	19,451	22,229	24,067	25,967	
5824 District Oversight Fees	38,027	45,995	51,848	57,861	
5830 Field Trips Expenses	33,091	43,480	47,073	50,786	
5839 Fundraising Expenses	7,948	7,948	8,099	8,253	
5843 Interest - Loans Less than 1 Year	2,064	2,064	2,103	2,143	
5845 Legal Fees	60,000	60,000	61,140	62,302	
5851 Marketing and Student Recruiting	18,043	18,043	18,386	18,735	
5857 Payroll Fees	4,766	4,909	5,056	5,208	
5863 Professional Development	70,000	40,000	40,760	41,534	
5869 Special Education Contract Instructors	289,000	140,000	144,200	148,526	
5872 Special Education Encroachment	9,790	10,580	11,598	12,519	
5881 Student Information System	35,250	40,286	43,617	47,060	
5887 Technology Services	60,000	80,000	81,520	83,069	
5900 Communications	15,479	15,943	16,421	16,914	
SUBTOTAL - Services & Other Operating Exp.	2,430,265	2,283,778	2,347,139	2,413,312	
Depreciation Expense					
6900 Depreciation	16,414	14,539	1,045	-	
SUBTOTAL - Depreciation Expense	16,414	14,539	1,045	-	
Other Outflows					
SUBTOTAL - Other Outflows	-	-	-	-	
TOTAL EXPENSES	5,851,087	5,465,440	5,915,440	6,140,500	

Contra Costa School of the Perform
Monthly Cash Forecast
As of Oct FY2023

	2022-23									
	Actuals & Forecast									
	Jul Actuals	Aug Actuals	Sep Actuals	Oct Actuals	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast
Beginning Cash	1,153,777	893,898	957,795	817,068	990,699	1,051,248	1,146,728	1,269,940	1,299,370	1,255,304
REVENUE										
LCFF Entitlement	-	234,459	349,941	388,446	368,134	368,134	388,446	368,134	282,482	216,244
Federal Revenue	-	1,789	-	-	16,441	1,371	1,371	15,488	1,371	28,871
Other State Revenue	44,421	25,592	34,459	44,488	162,036	188,148	26,243	108,204	137,347	218,008
Other Local Revenue	6,246	10,422	8,946	9,603	3,806	12,861	12,861	12,861	12,861	12,861
Fundraising & Grants	303	951	198	45,000	4,828	4,828	4,828	4,828	4,828	4,828
TOTAL REVENUE	50,971	273,212	393,543	487,538	555,246	575,342	433,748	509,515	438,889	480,811
EXPENSES										
Certificated Salaries	76,042	202,895	196,313	182,799	167,197	174,697	173,716	173,716	173,716	173,716
Classified Salaries	12,744	49,697	48,699	39,272	37,741	42,035	42,035	42,035	42,035	42,035
Employee Benefits	44,826	67,440	72,059	54,447	53,787	55,337	66,336	56,542	56,542	51,582
Books & Supplies	2,232	6,256	12,287	48,769	18,328	16,295	16,295	16,295	16,295	16,295
Services & Other Operating Expenses	199,894	176,215	199,277	252,337	232,712	195,841	195,841	195,841	198,710	195,363
Capital Outlay & Depreciation	3,086	1,212	1,212	1,212	118	1,368	1,368	1,368	1,368	1,368
Other Outflows	11,987	10,287	51,841	918	(75,034)	-	-	-	-	-
TOTAL EXPENSES	350,811	514,001	581,687	579,753	434,849	485,572	495,590	485,796	488,665	480,358
Operating Cash Inflow (Outflow)	(299,840)	(240,789)	(188,144)	(92,215)	120,397	89,769	(61,842)	23,719	(49,776)	453
Revenues - Prior Year Accruals	90,919	201,980	36,427	153,704	98,930	-	179,343	-	-	-
Other Assets	49,482	-	-	-	-	-	-	-	-	-
Fixed Assets	3,086	1,212	1,212	1,212	118	1,368	1,368	1,368	1,368	1,368
Expenses - Prior Year Accruals	(58,746)	(862)	-	-	(56,790)	-	-	-	-	-
Accounts Payable - Current Year	(89,965)	68,278	(24,162)	60,028	(106,450)	-	-	-	-	-
Summerholdback for Teachers	(40,699)	6,939	6,802	6,804	4,343	4,343	4,343	4,343	4,343	4,343
Other Liabilities	85,885	27,139	27,139	44,098	-	-	-	-	-	-
Ending Cash	893,898	957,795	817,068	990,699	1,051,248	1,146,728	1,269,940	1,299,370	1,255,304	1,261,468

Contra Costa School of the Perform
Monthly Cash Forecast
As of Oct FY2023

	May	Jun	Forecast	Remaining	Jul	Aug	Sep	Oct	Nov	Dec
	Forecast	Forecast		Balance	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
Beginning Cash	1,261,468	1,272,342			1,172,002	998,035	998,589	889,320	856,896	815,252
REVENUE										
LCFF Entitlement	207,230	207,230	3,602,656	223,776	-	204,894	298,965	341,456	324,911	324,911
Federal Revenue	15,488	1,371	160,918	77,359	-	-	1,567	1,567	15,684	1,567
Other State Revenue	245,115	137,347	1,482,409	111,001	14,983	15,599	38,866	26,838	31,538	54,647
Other Local Revenue	12,861	12,861	129,049	-	-	-	25,836	25,836	25,836	25,836
Fundraising & Grants	4,828	4,828	85,076	-	7,506	7,506	7,506	7,506	7,506	7,506
TOTAL REVENUE	485,522	363,637	5,460,109	412,135	22,489	228,000	372,740	403,203	405,475	414,467
EXPENSES										
Certificated Salaries	173,716	181,216	2,049,738	-	51,489	158,111	159,111	159,111	159,111	184,111
Classified Salaries	42,035	42,035	482,395	-	9,832	39,764	39,764	39,764	39,764	39,764
Employee Benefits	51,582	39,861	670,339	-	45,723	51,850	58,521	52,052	50,974	56,018
Books & Supplies	16,295	16,295	201,937	-	13,723	42,449	51,031	16,351	16,351	16,351
Services & Other Operating Expenses	195,363	188,913	2,430,265	3,957	181,420	183,308	194,089	191,826	191,826	191,826
Capital Outlay & Depreciation	1,368	1,368	16,414	-	1,212	1,212	1,212	1,212	1,212	1,212
Other Outflows	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	480,358	469,688	5,851,087	3,957	303,399	476,693	503,727	460,315	459,237	489,281
Operating Cash Inflow (Outflow)	5,163	(106,051)	(390,978)	408,178	(280,910)	(248,692)	(130,987)	(57,112)	(53,762)	(74,815)
Revenues - Prior Year Accruals	-	-			152,283	247,135	16,945	5,783	7,345	-
Other Assets	-	-			2,515	-	-	-	-	-
Fixed Assets	1,368	1,368			1,212	1,212	1,212	1,212	1,212	1,212
Expenses - Prior Year Accruals	-	-			(1,295)	(2,662)	-	-	-	-
Accounts Payable - Current Year	-	-			-	-	-	-	-	-
Summerholdback for Teachers	4,343	4,343			(47,771)	3,561	3,561	3,561	3,561	3,561
Other Liabilities	-	-			-	-	-	14,133	-	-
Ending Cash	1,272,342	1,172,002			998,035	998,589	889,320	856,896	815,252	745,211

Contra Costa School of the Perform
Monthly Cash Forecast
As of Oct FY2023

	2023-24								Jul Forecast	Aug Forecast
	Actuals & Forecast									
	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast	Forecast	Remaining Balance		
Beginning Cash	745,211	696,947	671,095	895,290	976,435	1,047,241			1,122,079	846,234
REVENUE										
LCFF Entitlement	341,456	324,911	556,697	433,315	409,692	409,692	4,399,495	428,597	-	244,175
Federal Revenue	1,567	15,684	1,567	22,879	15,684	1,567	117,893	38,563	-	-
Other State Revenue	24,538	55,753	91,525	42,275	62,753	91,525	603,134	52,293	15,502	17,534
Other Local Revenue	25,836	25,836	25,836	25,836	25,836	25,836	258,362	-	-	-
Fundraising & Grants	7,506	7,506	7,506	7,506	7,506	7,506	90,078	-	7,715	7,715
TOTAL REVENUE	400,903	429,690	683,132	531,812	521,472	536,127	5,468,961	519,453	23,217	269,424
EXPENSES										
Certificated Salaries	159,111	159,111	159,111	159,111	159,111	184,111	1,850,705	-	52,399	178,628
Classified Salaries	39,764	39,764	39,764	39,764	39,764	39,764	447,236	-	11,248	44,881
Employee Benefits	59,599	52,052	52,052	47,742	47,742	40,497	614,822	-	53,348	60,027
Books & Supplies	16,351	16,351	16,351	16,351	16,351	16,351	254,359	-	14,690	45,941
Services & Other Operating Expenses	191,826	191,826	195,221	191,261	191,261	184,128	2,283,778	3,960	185,938	187,901
Capital Outlay & Depreciation	1,212	1,212	1,212	1,212	1,212	1,212	14,539	-	87	87
Other Outflows	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	467,862	460,315	463,710	455,440	455,440	466,062	5,465,440	3,960	317,709	517,466
Operating Cash Inflow (Outflow)	(66,959)	(30,625)	219,422	76,372	66,032	70,065	3,522	515,492	(294,493)	(248,042)
Revenues - Prior Year Accruals	13,922	-	-	-	-	-	-	-	58,478	423,384
Other Assets	-	-	-	-	-	-	-	-	-	-
Fixed Assets	1,212	1,212	1,212	1,212	1,212	1,212	-	-	87	87
Expenses - Prior Year Accruals	-	-	-	-	-	-	-	-	(741)	(3,220)
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	3,561	3,561	3,561	3,561	3,561	3,561	-	-	(39,176)	3,633
Other Liabilities	-	-	-	-	-	-	-	-	-	-
Ending Cash	696,947	671,095	895,290	976,435	1,047,241	1,122,079			846,234	1,022,076

Contra Costa School of the Perform
Monthly Cash Forecast
As of Oct FY2023

	2024-25									
	Actuals & Forecast									
	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast
Beginning Cash	1,022,076	923,215	937,354	910,232	864,395	832,511	831,465	1,024,261	1,073,479	1,112,767
REVENUE										
LCFF Entitlement	351,658	408,261	389,357	389,357	408,261	389,357	568,271	446,676	424,230	424,230
Federal Revenue	1,665	1,665	15,782	1,665	1,665	15,782	1,665	26,665	15,782	1,665
Other State Revenue	42,355	29,855	28,027	53,482	28,027	55,297	88,149	31,899	55,297	88,149
Other Local Revenue	26,896	26,896	26,896	26,896	26,896	26,896	26,896	26,896	26,896	26,896
Fundraising & Grants	7,715	7,715	7,715	7,715	7,715	7,715	7,715	7,715	7,715	7,715
TOTAL REVENUE	430,288	474,392	467,776	479,114	472,564	495,046	692,695	539,851	529,919	548,655
EXPENSES										
Certificated Salaries	179,648	179,648	179,648	204,648	179,648	179,648	179,648	179,648	179,648	204,648
Classified Salaries	44,881	44,881	44,881	44,881	44,881	44,881	44,881	44,881	44,881	44,881
Employee Benefits	67,395	60,234	59,040	64,093	68,589	60,234	60,234	55,408	55,408	45,108
Books & Supplies	55,233	17,758	17,758	17,758	17,758	17,758	17,758	17,758	17,758	17,758
Services & Other Operating Expenses	199,741	197,203	197,203	197,203	197,203	197,203	201,010	196,569	196,569	188,952
Capital Outlay & Depreciation	87	87	87	87	87	87	87	87	87	87
Other Outflows	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	546,986	499,812	498,618	528,671	508,167	499,812	503,619	494,352	494,352	501,435
Operating Cash Inflow (Outflow)	(116,698)	(25,420)	(30,842)	(49,557)	(35,603)	(4,766)	189,076	45,499	35,567	47,219
Revenues - Prior Year Accruals	14,117	23,474	-	-	-	-	-	-	-	-
Other Assets	-	-	-	-	-	-	-	-	-	-
Fixed Assets	87	87	87	87	87	87	87	87	87	87
Expenses - Prior Year Accruals	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	3,633	3,633	3,633	3,633	3,633	3,633	3,633	3,633	3,633	3,633
Other Liabilities	-	12,366	-	-	-	-	-	-	-	-
Ending Cash	923,215	937,354	910,232	864,395	832,511	831,465	1,024,261	1,073,479	1,112,767	1,163,706

Contra Costa School of the Perform
Monthly Cash Forecast
As of Oct FY2023

			2025-26							Actuals & Forecast	
	Forecast	Remaining Balance	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
			Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
Beginning Cash			1,163,706	860,933	1,055,878	970,486	1,013,969	1,013,493	995,693	991,390	
REVENUE											
LCFF Entitlement	4,888,150	444,315	-	268,727	382,921	450,503	430,418	430,418	450,503	430,418	
Federal Revenue	126,443	42,446	-	-	1,763	1,763	15,880	1,763	1,763	15,880	
Other State Revenue	580,772	47,200	16,470	18,502	44,105	31,605	29,777	56,623	29,777	58,506	
Other Local Revenue	268,956	-	-	-	27,968	27,968	27,968	27,968	27,968	27,968	
Fundraising & Grants	92,580	-	7,923	7,923	7,923	7,923	7,923	7,923	7,923	7,923	
TOTAL REVENUE	5,956,901	533,961	24,393	295,152	464,680	519,761	511,965	524,694	517,933	540,695	
EXPENSES											
Certificated Salaries	2,077,511	-	68,527	182,201	183,241	183,241	183,241	208,241	183,241	183,241	
Classified Salaries	504,938	-	11,600	49,070	49,070	49,070	49,070	49,070	49,070	49,070	
Employee Benefits	709,117	-	60,213	62,833	70,390	63,043	61,819	66,872	71,614	63,043	
Books & Supplies	275,690	-	15,688	49,534	59,559	19,197	19,197	19,197	19,197	19,197	
Services & Other Operating Expenses	2,347,139	4,441	190,674	192,706	205,635	202,819	202,819	202,819	202,819	202,819	
Capital Outlay & Depreciation	1,045	-	-	-	-	-	-	-	-	-	
Other Outflows	-	-	-	-	-	-	-	-	-	-	
TOTAL EXPENSES	5,915,440	4,441	346,702	536,344	567,895	517,371	516,147	546,200	525,942	517,371	
Operating Cash Inflow (Outflow)	41,460	529,520	(322,309)	(241,192)	(103,215)	2,390	(4,181)	(21,506)	(8,009)	23,324	
Revenues - Prior Year Accruals			60,307	436,061	14,117	23,476	-	-	-	-	
Other Assets			-	-	-	-	-	-	-	-	
Fixed Assets			-	-	-	-	-	-	-	-	
Expenses - Prior Year Accruals			(812)	(3,629)	-	-	-	-	-	-	
Accounts Payable - Current Year			-	-	-	-	-	-	-	-	
Summerholdback for Teachers			(39,960)	3,705	3,705	3,705	3,705	3,705	3,705	3,705	
Other Liabilities			-	-	-	13,912	-	-	-	-	
Ending Cash			860,933	1,055,878	970,486	1,013,969	1,013,493	995,693	991,390	1,018,419	

Contra Costa School of the Perform
Monthly Cash Forecast
As of Oct FY2023

	Mar	Apr	May	Jun	Forecast	Remaining
	Forecast	Forecast	Forecast	Forecast		Balance
Beginning Cash	1,018,419	1,246,281	1,326,144	1,394,795		
REVENUE						
LCFF Entitlement	618,200	489,962	466,337	466,337	5,372,347	487,602
Federal Revenue	1,763	28,325	15,880	1,763	130,743	44,205
Other State Revenue	89,897	33,647	58,506	89,897	607,444	50,134
Other Local Revenue	27,968	27,968	27,968	27,968	279,677	-
Fundraising & Grants	7,923	7,923	7,923	7,923	95,082	-
TOTAL REVENUE	745,751	587,825	576,614	593,888	6,485,293	581,941
EXPENSES						
Certificated Salaries	183,241	183,241	183,241	208,241	2,133,141	-
Classified Salaries	49,070	49,070	49,070	49,070	551,367	-
Employee Benefits	63,043	58,044	58,044	46,165	745,123	-
Books & Supplies	19,197	19,197	19,197	19,197	297,557	-
Services & Other Operating Expenses	207,042	202,116	202,116	194,000	2,413,312	4,927
Capital Outlay & Depreciation	-	-	-	-	-	-
Other Outflows	-	-	-	-	-	-
TOTAL EXPENSES	521,594	511,668	511,668	516,673	6,140,500	4,927
Operating Cash Inflow (Outflow)	224,157	76,158	64,946	77,214	344,793	577,014
Revenues - Prior Year Accruals	-	-	-	-		
Other Assets	-	-	-	-		
Fixed Assets	-	-	-	-		
Expenses - Prior Year Accruals	-	-	-	-		
Accounts Payable - Current Year	-	-	-	-		
Summerholdback for Teachers	3,705	3,705	3,705	3,705		
Other Liabilities	-	-	-	-		
Ending Cash	1,246,281	1,326,144	1,394,795	1,475,715		

Contra Costa School of the Performing Arts

2022-23

As of Oct FY2023

	Year 1 2022-23	Year 2 2023-24	Year 3 2024-25	Year 4 2025-26	Driver/ Rate Type
Revenues and related expenses					
Statewide LCFF Assumptions					
LCFF COLA	13.26%	5.38%	4.02%	3.72%	
TK-3 LCFF Base	9,166	9,659	10,047	10,421	
4-6 LCFF Base	9,304	9,805	10,199	10,578	
7-8 LCFF Base	9,580	10,095	10,501	10,892	
9-12 LCFF Base	11,102	11,699	12,169	12,622	
TK-3 Gr Span Adj	953	1,005	1,045	1,084	
9-12 Gr Span Adj	289	304	316	328	
School LCFF Assumptions					
LCFF per ADA	10,887	11,636	12,169	12,632	
ILPT per ADA	4,738	4,738	4,738	4,738	
Supplemental & Concentration Funding	229,951	324,380	381,115	419,506	
Unduplicated Pupil % (3 year avg)	34.09%	39.80%	42.28%	42.35%	
District UPP	30.72%	30.72%	30.72%	30.72%	
Other Federal and State Revenues					
EDCOE SELPA Federal Rate	125.00	125.00	125.00	125.00	Prior Year Enrollment
EDCOE SELPA State Rate	820.00	820.00	820.00	820.00	ADA
LAUSD SPED Federal Rate	244.62	244.62	244.62	244.62	ADA
LAUSD SPED State Rate	978.72	978.72	978.72	978.72	ADA
Other SELPA Fed	0	0.00	0.00	0.00	
Other SELPA State	0	0.00	0.00	0.00	Flat Rate (NR)
Mandated Cost Reimbursements: K-8	18.34	19.33	20.11	20.86	Prior Year Enrollment
Mandated Cost Reimbursements: 9-12	50.98	53.72	55.88	57.96	Prior Year Enrollment
One Time Funding	0.00	0.00	0.00	0.00	Prior Year Enrollment
State Lottery Unrestricted	170.00	170.00	170.00	170.00	P-A ADA
State Lottery Restricted	67.00	67.00	67.00	67.00	P-A ADA
Absence Factor	1.04	1.04	1.04	1.04	Multiplier to state lottery rates
SB740 maximum per ADA	1,312.82	1,383.45	1,439.06	1,492.60	ADA
SB740 Lease & ADA Default Proration	90%	90%	90%	90%	
SB740 Other Costs Default Proration	0%	0%	0%	0%	
Fees					
Authorizer Fees	200001.00%	0.00%		0.00	
Special Education Encroachment Fees	0.03	0.03			% of Sped Revenue

Payroll					
Annual Pay Increase					
Certificated		2.00%	2.00%	2.00%	
Classified		2.00%	2.00%	2.00%	
Benefits					
STRS	19.10%	19.10%	19.10%	19.10%	% of eligible payroll
PERS	25.37%	25.20%	24.60%	23.70%	% of eligible payroll
PARS	3.75%	3.75%	3.75%	3.75%	% of eligible payroll
Social Security	6.20%	6.20%	6.20%	6.20%	% of eligible payroll
Medicare	1.45%	1.45%	1.45%	1.45%	% of total payroll
Health & Welfare Benefits					Annual rate per employee
Yes	\$6,625	\$7,023	\$7,444	\$7,890	
H&W average annual increase	6.00%	6.00%	6.00%	6.00%	
In Lieu Medical Stipend				\$0	Annual stipend
FUTA Exempt Status					

FUTA %	0.60%	0.60%	0.60%	0.60%	% of eligible payroll
FUTA Tax Base	\$7,000	\$7,000	\$7,000	\$7,000	
SUTA %	8.10%	8.10%	8.10%	8.10%	% of eligible payroll
SUTA Tax Base	\$7,000	\$7,000	\$7,000	\$7,000	
ETT (part of SUTA)	\$7	\$7	\$7	\$7	Annual rate per employee
Workers Comp	1.50%	1.50%	1.50%	1.50%	% of total payroll

Coversheet

Employee Handbook

Section: V. Employee Handbook
Item: A. Employee Handbook
Purpose: Vote
Submitted by:
Related Material: CRR Employee Handbook 2022-2023.docx.pdf



SPA

Contra Costa School of Performing Arts

Employee Handbook 2022-2023

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand and agree to my at-will employment status as described in the Handbook, summarized as follows:

- This Handbook does not in any way reflect a contract of employment, either expressed or implied between me and the School.
- The School is an at-will employer. I am free to terminate the employment relationship with the School at any time; the School, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me for any or no reason at any time. Specifically, the School may modify all terms of employment including any policy or practice and/or my hours, wages, working conditions, job assignments, position title, compensation rates and benefits in its sole discretion.
- Nothing in this Handbook creates, or is intended to create, a promise or representation of continued employment or guaranteed terms and conditions of employment for me. Further, there is no agreement, express or implied, written or verbal, between the employee and the School for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment.

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

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

Employee's Signature: _____ Date: _____

Please print, sign/date, and return to the Human Resources Manager.

Retain this Handbook for your reference.

Contra Costa School of Performing Arts Employee Handbook
 2720 Mitchell Dr., Walnut Creek, CA 94598
 925-235-1130

Contra Costa School of Performing Arts Employee Handbook

2720 Mitchell Dr., Walnut Creek, CA 94598

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EMPLOYEE HANDBOOK OVERVIEW

This handbook is designed to help employees get acquainted with the Contra Costa School of Performing Arts (hereinafter referred to as “SPA” or the “School”). It explains some of our philosophies and beliefs and describes some of our employment guidelines in general terms. Although this handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this handbook, or the policies and procedures on which they may be based, at any time without advance notice. The School also reserves the right to interpret any of the provisions set forth in this handbook in any manner it deems appropriate.

No individual other than the Board of Directors and/or Executive Director has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this handbook outside of the School requires the prior written approval of Administration.

Employees must sign the acknowledgment form at the beginning of this handbook, print, sign/date, and return it to Human Resources. This will provide the School with a record that each employee has received this handbook.

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COCOSPA MISSION & VISION

Mission

The mission of Contra Costa School of Performing Arts is to provide a distinguished, pre-professional experience in performing arts within a college and career preparatory setting. We believe in fostering a culture of excellence with the core values of **rigor, relevance, resilience, and relationships**.

Vision

- SPA will offer quality instruction focusing on real world connections and an engaging, coherent, and rigorous arts-integrated curriculum in every classroom to facilitate student learning, achievement, and college and career readiness;
- SPA will embrace and practice a personalized approach to teaching and learning, using the most innovative and transformative tools in educational technology to individualize learning for all students;
- SPA will be a beacon of creative excellence, attracting dynamic and motivated student talent, and enriching the cultural and civic life of the region;
- SPA will foster a heightened sense of civic responsibility through a comprehensive character education program focusing on the guiding principles of first-class citizenship;
- SPA will employ a positive, professional, and productive educational team that will embrace a culture of collaboration, innovation, evolution, and students' first decision-making.

HIRING PRACTICES AND AT-WILL EMPLOYMENT

Employment At-Will

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered "at-will" employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have "cause" to terminate an employee or otherwise restrict the School's right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School's right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School's policy regarding "at-will" employment.

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

Equal Employment Opportunity Is Our Policy

SPA is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

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- 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 pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

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

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. SPA will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. SPA will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Service Animal Policy

SPA maintains the following policy with regard to service animals on campus. Additionally, before a service animal may be used, the employee must execute the Service Animal Authorization form acknowledging their duties and responsibilities for having an animal on campus.

Service Animal Defined

A service animal is any dog (or miniature horse, as provided herein) that is individually trained to the requirements of the individual with a disability, including, but not limited to, minimal protection work, rescue work, pulling a wheelchair, or fetching dropped items.

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Other than miniature horses that meet specific legal criteria, other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this policy.

The work or tasks performed by a service animal must be directly related to the individual's disability. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

Eligibility

SPA is entitled to make additional inquiries to determine (1) whether the animal is required because of a disability and (2) what work or task the animal has been trained to perform. An additional inquiry is unnecessary when the need for the service animal is readily apparent (e.g., the dog is observed guiding an individual who is blind).

Additional Assessment Factors for Miniature Horses

SPA shall consider the following factors for miniature horses:

- The type, size, and weight of the miniature horse and whether the facility can
- accommodate these features;
- Whether the handler has sufficient control of the miniature horse;
- Whether the miniature horse is housebroken; and
- Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

Requirement of Service Animals and their Handlers

- *Identification:* The service dog should wear a harness, cape, identification tag or other gear that readily identifies its working status.
- *Leash:* The service dog must be on a leash at all times.
- *Control:* The handler, including the student if the student is the handler, must be in full control of the service dog at all times.
- *Care of Service Dog:* The care and supervision of a service dog is solely the responsibility of its handler, including a student handler.
- *License and Tags:* All service dogs should be licensed by the appropriate local agency and wear such license and an owner identification tag.
- *Clean Up Rule:* The handler must always carry equipment sufficient to clean up the dog's waste, immediately remove the waste, and be responsible for the proper disposal of the dog's waste.
- *Vaccinations:* The service dog must have a current rabies vaccination.

Disruptions

SPA staff may ask an individual with a disability to remove a service animal from the premises if—

- The animal is out of control and the animal's handler does not take effective action to control it; or
- The animal is not housebroken.

If SPA properly excludes a service animal, it shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.

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Other Requirements

- SPA staff must allow a service dog to accompany the handler at all times and everywhere on campus, within school property, except where service animals are specifically prohibited due to health, environmental, or safety hazards.
- SPA staff should direct staff, students, and other persons to refrain from petting, feeding, or deliberately startling a service dog.

Service Animals in Training

To ensure the safety and security of the school community, students, staff, and community members are not allowed to bring service animals in training to SPA property and/or facilities or to participate in SPA-sponsored activities, unless the service animal is being trained for the student, staff or community member's own personal use as an individual with a disability.

Misrepresentation

Any person who knowingly and fraudulently represents himself or herself, through verbal or written notice, to be the owner or trainer of a service animal may be guilty of a misdemeanor punishable by imprisonment up to six months or a fine up to \$1000.

Immigration Compliance

SPA will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, SPA will not check the employment authorization status of current employees, or applicants who were not offered positions with the School, unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

Employee Classification

The School's employees are classified in the following categories: Exempt, non-exempt, and full-time, part-time, or temporary.

Exempt: Exempt employees are those employees with job assignments that meet exemption tests under state and federal law making them exempt from overtime pay requirements. Exempt employees are compensated on a salary basis, not pursuant to overtime pay requirements.

Non-Exempt: Non-exempt employees are those employees with job assignments that do not meet exemption tests under state or federal law. Thus, these employees are paid overtime wages for overtime worked in accordance with the law.

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Full Time: Full time employees are those employees who are scheduled to work at least __ hours in a week.

Part Time: Part time employees are those employees who are scheduled to work __ hours in a week.

Temporary: Temporary employees are those employees who are hired for a limited time period, or for a specific project, and usually are not employed more than 1 month.

Part time and temporary employees are not entitled to benefits provided by the School, except as required by law. Independent contractors, consultants, and leased employees (i.e., those working for an employment agency) are not employees of the School and are not eligible for benefits provided by the School. If you have any questions about your classification, please consult with [insert title of person responsible].

Certification and Licensure of Instructional Staff

Each of the School's core academic teachers is required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold.

It is the responsibility and a condition of continued employment of all instructional staff to maintain and keep current such certificates, permits or other documentation and provide to the Human Resources Manager no later than the close of business on the first day the employee reports for duty for new employees, and no later than the close of business two days after the School provides the employee with its reasonable assurance of continued employment for the next school year. If an instructional staff employee believes that he or she is assigned to teach in a subject in which he or she does not have subject matter competence, the employee should immediately report the same to the Human Resources Manager. Staff members who are required to meet these state certification, expertise, and related requirements must maintain such qualifications as a condition of employment at the School. Nothing in this section is intended to alter the at-will status of the employee's employment.

Tuberculosis Testing

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude

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working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Executive Director.

Mandated Reporter Training

All employees who are mandated reporters, as defined in the California Penal Code, are required to participate in approved mandated reporter training provided by the School within six weeks of the employee's hire date and annually thereafter within the first six weeks of each school year. If the employee attends an approved mandated reporter training that is not offered by the school using a sign-in sheet confirming participation, the employee is required to provide a copy of any certificate of completion to the human resources department of the School after completion.

THE WORKPLACE

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

Nondiscrimination Notice & Statement

Contra Costa School of Performing Arts is a free, public school chartered by the Contra Costa County of Education. SPA does not discriminate on the basis of actual or perceived race, color, citizenship, gender, academic history, academic preparation, creed, English proficiency, ethnicity, disability, gender expression, sexual orientation, disability, ancestry, gender identity, genetic information, marital status, medical condition, military or veteran status, political affiliation or activity, home language, home living situation, immigration status, learning differences, national origin, parental/guardian marital status, political affiliation, religious or spiritual practice, or association with a person or a group with one or more of these actual or perceived characteristics in its program or activities and provides equal access to the Boy Scouts and other designated youth groups. The following employees have been designated to handle questions and complaints of alleged discrimination.

The following employees have been designated to handle questions and complaints of alleged discrimination: Title II Coordinator: Catherine Foster, catherine.foster@cocospa.org, 925-235-1130, 2730 Mitchell Dr. Walnut Creek, CA 94598; Title IX Coordinator: Brianna Shahvar, brianna.shahvar@cocospa.org, 925-235-1130, 2730 Mitchell Dr. Walnut Creek, CA 94598; 504 Plans: A-L Catherine Foster, catherine.foster@cocospa.org, 925-235-1130, 2730 Mitchell Dr. Walnut Creek, CA 94598; 504 Plans: M-Z Brianna Shahvar, brianna.shahvar@cocospa.org, 925-235-1130, 2730 Mitchell Dr. Walnut Creek, CA 94598.

SPA is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. SPA's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

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SPA 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 person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Executive Director or designee.

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

Definition of Harassment

Harassment includes verbal, physical or visual conduct that creates an intimidating, offensive or hostile working or educational environment or that unreasonably interferes with job performance. Verbal harassment includes, but is not limited to, epithets, derogatory comments or slurs based on a protected category. Physical harassment includes, but is not limited to, assault, impeding or blocking movement or any physical interference with normal work or movement, when directed at a legally protected individual. Visual harassment includes, but is not limited to, derogatory posters, cartoons or drawings on a basis protected by law.

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

SPA 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.

Federal law defines sexual harassment as unwelcome sexual conduct that is a term or condition of employment. The Equal Employment Opportunity Commission's Guidelines define two types of sexual harassment: "quid pro quo" and "hostile environment." "Unwelcome" sexual conduct constitutes sexual harassment when "submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment," "Quid pro quo harassment" occurs when "submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual." A "hostile environment" claim for harassment occurs when discrimination based on sex has created a hostile or abusive work environment.

California law defines unlawful sexual harassment in largely the same ways. Sexual harassment occurs where a term of employment (i.e., compensation or in terms, conditions, or privileges of employment), academic status or progress (i.e., a student's grades or promotion to the next grade is explicitly or implicitly conditioned upon submission to unwelcome sexual advances, as more fully described below. Sexual harassment also occurs where the submission to, or rejection of, the conduct by the individual is used as the basis of academic or employment decisions affecting the individual. Additionally, sexual harassment occurs where harassment (unwanted sexual advances, visual, verbal, or physical conduct of a sexual nature) is sufficiently severe, persistent, pervasive, or objectively offensive so as to alter the conditions of

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employment and create an abusive or hostile educational or working environment or to limit the individual's ability to participate in or benefit from an education program or activity. Sexual harassment occurs where the conduct has the purpose or effect of having a negative impact on the individual's academic performance, work or progress or has the purpose or effect of creating an intimidating, hostile, or offensive educational or working environment. Finally, sexual harassment occurs where submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the School.

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

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

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

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- 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 allinclusive 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 SPA policy.

What to do if Sexual and Other Unlawful Harassment or Discrimination Occurs

Internal Procedures:

School Level Investigation: Each Administrator has the responsibility to maintain a workplace and educational environment free from any form of sexual or other unlawful harassment. Consequently, should any Administrator become aware of any conduct that may constitute sexual harassment, discrimination or other prohibited behavior, immediate action will be taken to address and remediate such conduct.

Any employee who has experienced or is aware of a situation that is believed to be sexually or otherwise unlawfully harassing has a responsibility to report the situation immediately to Brianna Shahvar, Title IX Coordinator/Associate Principal, brianna.shahvar@cocospa.org, 925-235-1130. If the employee is not comfortable contacting Brianna Shahvar or if that individual is not available, the employee should contact Brandy Byers, Executive Director, brandy.byers@cocospa.org, 925-235-1130. A Harassment Complaint Form may be obtained on the website. The Title IX Coordinator/Associate Principal will conduct a prompt investigation and take appropriate corrective action where warranted. Complaints will be handled as discreetly as possible, consistent with the need to investigate effectively and promptly resolve the matter.

If an employee has a complaint regarding an alleged violation of federal or state law or regulations governing educational programs (including but not limited to Consolidated Categorical Aid Programs, Migrant Education, Special Education Programs), including allegations of unlawful discrimination not involving employment, the employee should utilize the Uniform Complaint Procedure adopted by the School.

Any employee found to have participated in improper harassment or discrimination will be subject to disciplinary action, up to and including possible dismissal.

External Procedures: Filing a Complaint with the Department

Employees or job applicants who believe that they have experienced unlawful employment discrimination or harassment may file a complaint directly with the Department. The Department serves as a neutral fact finder and attempts to help the parties voluntarily resolve disputes. If the Department finds sufficient evidence to establish discrimination occurred and settlement efforts fail, the Department may file a formal accusation.

Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed with the Department and a Right to Sue Notice has been issued. For more information, contact the Department toll free at (800) 884-1684, in the Sacramento area and out of state at (916) 227-0551 or visit its website at www.dfeh.ca.gov. To contact the nearest field office of the Equal Employment Opportunity Commission ("EEOC"), call 1-800-669-4000. You should be

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aware that state and federal law provide time limits within which complaints must be filed. Contact the relevant agency to determine the applicable time limit.

Title IX

Title IX provides for separate processes and procedures for sexual harassment and sexual assault when the type of conduct falls within the definitions of sexual harassment and sexual assault as provided in 34 C.F.R. § 106.30. In addition, the conduct must have taken place at school locations, events, or circumstances over which the School exercised substantial control over both the individual who has been accused of sexual harassment and/or assault and the context in which the sexual harassment occurs. For these types of complaints, the School will follow the Title IX policy processes and procedures, which may be found in the School's Title IX grievance policy. If the conduct does not fall within Title IX, this policy will be followed. There may be instances where the conduct falls within both policies and the School will follow both policies. The School's Title IX Coordinator is **Brianna Shahvar, Title IX Coordinator/Associate Principal, brianna.shahvar@cospa.org, 925-235-1130.**

Whistleblower Policy

SPA requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Internal Complaint Review

The purpose of the "Internal Complaint Review Policy" is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Executive Director or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School's "Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation."

Internal Complaints (Complaints by Employees Against Employees)

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

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

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 writing to the President of the School's Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

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

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

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

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Executive Director or Board President (if the complaint concerns the Executive Director) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint. 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. 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 Executive Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

Workplace Violence

The School takes the safety and security of its employees seriously. The School does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment and/or coercion, that involve or affect the School

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or that occur, or are likely to occur, on School property. You should report any act or threat of violence immediately to any Administrator.

Health and Safety Policy

SPA is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Executive Director any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Security Protocols

SPA has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Administration. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Executive Director when keys are missing or if security access codes or passes have been breached.

Occupational Safety

SPA is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. SPA's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

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Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

Open Door Policy

The School wishes to provide the most positive and productive work environment possible. To that end, it has an open-door policy where it welcomes your questions, suggestions or complaints relating to your job, conditions of employment, the School, or the treatment you are receiving. Other than in situations involving harassment (as outlined and described above), please contact any administrator with your questions or concerns. If the situation is not resolved to your satisfaction, please contact Judy Malley, Human Resources Manager, or Brandy Byers, Executive Director, preferably in writing, who will further investigate the issue.

Drug and Alcohol Free Workplace

SPA is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other SPA stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

No Smoking

SPA facility is a no smoking facility. Smoking includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.

Health, Safety and Security Policies

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. The School maintains an Injury and Illness Prevention Program, which is kept by Judy Malley, Human Resources Manager, and is available for your review.

You are required to know and comply with the School's general safety rules and to follow safe and healthy work practices at all times. You are required to immediately report to your supervisor any potential health or safety hazards and all injuries or accidents.

In compliance with Proposition 65, the School will inform all employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

The School has also developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas. Report any suspicious persons or activities to security personnel or to your supervisor. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your workstation that may be accessible. You should immediately notify your supervisor when keys are missing or if security access codes,

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identification materials, or passes have been breached. The security of the facilities, as well as the welfare of our employees, depends upon the alertness and sensitivity of every individual.

Company Property Inspections

The School is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives, and other improper materials. Additionally, the School provides property and facilities to its employees to carry out business on behalf of the School. Accordingly, employees do not have a reasonable expectation of privacy when using any School property or facilities. In accordance with these policies, all School facilities and property, including all items contained therein, may be inspected by the School at any time, with or without prior notice to the employee. School property includes all desks, storage areas, workstations, lockers, file cabinets, computers, telephone systems, email systems and other school provided storage devices.

The School also reserves the right to inspect any vehicle, its trunk, glove compartment or any container therein that is parked on the School property or premises. The School reserves the right to deny entry to any person who refuses to cooperate with any inspections by the School. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

Housekeeping

Employees are expected to keep their work areas clean and organized. Common areas such as lunchrooms and restrooms should be kept clean by those using them. Please clean up after meals and dispose of trash properly.

Lactation Accommodation

SPA accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

SPA will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

Employees Who Are Required to Drive

When employees are required to drive their own vehicle on approved School business, they are required to show proof of a current, valid license and proof of current, effective insurance coverage to [insert title]. If the employee is transporting students and/or co-workers, the School may identify the required minimum insurance coverage necessary above limits required by law. If an employee's license is revoked or he/she fails to maintain personal auto insurance coverage, the School retains the right to transfer to an alternative position, suspend, or terminate that employee. Reimbursement rates for driving School approved business in private vehicles will be at the 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. Thus, unless an employee is using a hands-free device in a safe manner, he or she must

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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 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.

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 his or her 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.

Personal Business

Employees are not permitted to conduct personal business or solicit personal business for any cause or organization while on-duty, or when the employee being solicited is supposed to be working. This prohibition includes distributing literature and other material. Distribution of materials is also against the School's policy if it interferes with access to facility premises if it results in litter or is conducted in areas where other employees are working. Solicitation during non-work time, e.g., paid breaks, lunch periods or other such non-work periods, is permissible. Entry on the School premises by non-employees is not permitted, unless related to official School business. Solicitation or distribution of written materials by non-employees is strictly prohibited.

Use of Company Communication Equipment and Technology

All School owned communications equipment and technology, including computers, electronic mail systems, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of the School and are provided to the employee to carry out business on behalf of the School. Employees have no expectation of privacy in any communications made using School owned equipment and technology. Communications (including any attached message or data) made using School owned communications equipment and technology are subject to review, inspection, and monitoring by the School.

Additionally, the School uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by minors, internet access harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

Passwords used in connection with the School's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized School employees. Therefore, employees are required to provide to [insert title of person] all passwords used in connection with the School's communications equipment and technology any time the employee's passwords are created or changed. In addition, employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Internet Use Policy and Agreement. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student Internet Use Policy and Agreement, will be subject to discipline, up to and including termination.

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Email and internet use while on duty, is for business purposes only. All employees using the internet through the School's communications equipment and technology must respect all copyright laws. Employees are not permitted to copy, retrieve, modify or forward copyrighted materials unless authorized by law or with express written permission of the owner of the copyright. Employees are not permitted to use the School's communications equipment and technology to view visual images that are obscene, child pornography and/or images harmful to minors.

The e-mail system and internet access are not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, gender, sexual orientation, age, religious beliefs, or political beliefs may not be displayed or transmitted. The e-mail system and internet access are not to be used in any manner that is against the policies of the School, contrary to the best interest of the School or for personal gain or profit of the employee against the interests of the School. Employees must not use the School's communications equipment and technology for the unauthorized disclosure, use and dissemination of personal information regarding students.

Employees should not attempt to gain access to another employee's email files or voicemail messages without the latter's express permission. Each employee is responsible for the content of the messages sent out using his/her School issued equipment. It is strictly prohibited to use another employee's computer to send messages to create the appearance that they are from that employee unless that employee expressly authorizes such use.

Use of Email, Voicemail and Internet Access

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

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file or email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. SPA retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

Social Media

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;

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- Employees are not authorized to publish any proprietary, financial marketing, strategic or other confidential business information belonging to the School that is clearly defined and does not relate to terms and conditions of employment;
- Employees are prohibited from making racist, sexist, or otherwise discriminatory comments and/or that would create a hostile work environment;
- Employees must comply with all School policies, including, but not limited to, rules against sexual harassment, unlawful harassment, discrimination, and retaliation;
- Employees should not make threats of violence or remarks that are obscene, malicious, or bullying with relation to the School, students, co-workers, supervisors, parents and/or other School associated persons or entities;
- Employees should not spread rumors or other disparaging statements about the School, co-workers, students, supervisors, parents and/or other School associated persons that the employee knows to be false;
- Nothing in this handbook is intended to limit an employee's ability to discuss wages, hours, terms, and conditions of employment or to their right to self-organize or join labor organizations or any other protected activities under the National Labor Relations Act.

The School reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

Participation in Recreational or Social Activities

Employees may participate in activities sponsored by or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these activities.

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 Administration 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. SPA 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 Administration. Only the Administration 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 egregious misconduct substantiated in an investigations and discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law

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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.

HOURS OF WORK, ATTENDANCE, & OVERTIME

Work Schedule

The School's normal working hours are from 8:00 a.m. - 4:30 p.m., Monday through Friday. The work schedule for full-time non-exempt employees is normally 40 hours per week. Your supervisor will assign your work schedule.

Overtime

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, counselors, teachers, and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees. SPA will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Executive Director. SPA provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime.
- Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

Make Up Time

You may request in writing that you be able to make up work time that is or would be lost as a result of a personal obligation. The hours of that make-up work may only be performed in the same workweek in which the work time was lost and must not exceed 11 hours of work in one day or 40 hours of work in one week. You shall provide a signed written request for each occasion that you make a request to make up work time and authorization is at the option of the School.

Make-up time is strictly voluntary.

Work Breaks

Non-exempt School employees who work more than five (5) hours in one day are required to take one duty free 30 minute unpaid and uninterrupted meal break. Non-exempt employees must take their meal break within the first five hours of work during a working period. If the employee works six (6) hours or less in a day, the employer and employee may mutually agree in writing to waive the meal period. Meal breaks should be noted on the employee's timecard.

Non-exempt employees must take two ten-minute paid break periods for each full workday, as close as practicable to the mid-point of any continuous four (4) hour work period, or major fraction thereof. Non-exempt employees should contact an Administrator to schedule their meal and break periods. Rest breaks are not to be noted on the employee's timecard.

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During an employee's meal or rest period, employees are prohibited from working and are excused from all duties. Employees are not allowed to join together meal or rest periods for longer breaks and are not allowed to skip a meal or rest period in order to start work later or leave work earlier.

In the event that an employee believes that he/she cannot take a meal or rest period, or he/she cannot take the full meal or rest period, the employee must notify the Executive Director in advance when possible (if not possible, as soon as possible) so that proper measures may be taken.

Attendance and Tardiness

Employees are asked to schedule appointments (doctor, dentist, etc.) outside of work hours where possible to maximize the time with, and impact on, the students we serve. If an employee is unable to schedule appointments after hours, the absence must be recorded on the Staff Attendance Reporting Form prior to the start of their work day and as soon as possible to ensure appropriate coverage. To ensure effective instruction continues during an absence, teachers must attach their lesson plan information and any applicable documentation to the request and drop it off with the Office Manager.

Employees are encouraged to contact the Human Resources with any questions about reporting absences or regarding an absence.

In the event of an emergency or when the need for a subsite arises one hour or less before a rescheduled start time, employees must contact the front office via phone at (925) 235-1130 as soon as possible to have the absence covered.

Absence/Late Arrivals (Unplanned)

- Exempt employees must use paid sick leave for any tardiness if the tardiness is for a qualifying reason under the paid sick leave policy and if the employee will be more than 15 minutes late.
- Hourly employees will be docked from their pay for any work time missed due to late arrivals. Employees arriving late must check in with the Front Office upon arrival.

Absences/Late Arrivals (Planned)

In the event an employee knows in advance they will be absent/late (e.g., conference, doctor's appointment), the employee must enter their absence/tardiness on the Staff Attendance Reporting Form as soon as possible to ensure classroom coverage. Employees must provide 48 hours advance notice of tardiness/absence to ensure fairness to their colleagues who otherwise will be asked for their prep time to cover classes.

Class Coverage (Single Period)

The Front Office will seek coverage from a substitute teacher, however at times, regular teachers may be asked to provide coverage for a prep period when a staff member is absent or late. Employees must sign the Substitute Coverage sheet maintained by the Office Manager. This will assure that the employee is paid accordingly.

All employees, whether exempt or non-exempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning.

Excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the School will be considered job abandonment and a voluntary resignation from employment.

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Pay Days

Employees will be paid on the 15th and last business day of each month during the months that school is in session. In the event that the 15th falls on a weekend, employees will be paid on the Friday before the 15th. If an employee observes any error in his or her check, it should be reported immediately to the Human Resources Manager. Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the next day of work after the day(s) off.

Summer Holdback

The Summer Holdback Program applies to 11 month employees only. If you elect to participate in the program 8% will be deducted from your gross pay each pay period and disbursed over the summer in the month of July.

You should promptly notify the Human Resources Manager if you have a question regarding the calculations of your paycheck; any corrections will be noted and will appear on the following payroll.

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.

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 Human Resources Manager 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 Human Resources Manager. The office maintains a supply of these forms.

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

The School offers programs and benefits beyond those required by law. Employees who wish to participate in these programs may voluntarily authorize deductions from their paychecks.

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Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Executive Director will discuss the situation with the employee.

Time Records

By law, SPA is obligated to keep accurate records of the time worked by non-exempt employees.

Time records must be accurately kept reflecting all regular hours and approved overtime hours worked and meal periods taken by non-exempt employees. Time records must be signed by employees, verifying, and attesting to the truth of the information contained therein. All absences, tardies and approved overtime must be accurately reflected on the time record. This is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The sign in/sign out form indicates when the employee arrived and when the employee departed., along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Non-exempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact Human Resources to make the correction and such correction must be initialed by both the employee and the Human Resources. Non-exempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's worksheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Mandatory Training and Meetings

The School will pay non-exempt employees for attendance at mandatory trainings, lectures, and meetings outside of regular working hours only, but not voluntary trainings, lectures, and meetings, which occur in the following circumstances:

1. Your present working conditions or your continuation of employment is not adversely affected by nonattendance;
2. The course, meeting or lecture is not directly related to your job, meaning it is not designed to make you handle your job more effectively (as distinguished from training you for another job or to a new or additional skill); or
3. You do not perform any productive work during such attendance.

All mandatory trainings, lectures and meetings will be identified as such. The School will not pay non-exempt employees for attendance at voluntary trainings. If you are unsure about the characterization of an offered training, lecture, or meeting, please contact the Executive Director before attending.

All non-exempt employees must accurately reflect attendance at all mandatory trainings, lectures, and meetings outside of regular working hours on their time records.

STANDARDS OF CONDUCT

Rules of Conduct

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

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record the clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.

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For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

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

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

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

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. SPA 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.

Personal Appearance/Standards of Dress

SPA employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming.

Student Safety

In accordance with the School's policies providing student safety, including those covering anti-harassment, anti-discrimination, anti-intimidation and anti-bullying, each employee is expected to assist in maintaining a student safe environment. Thus, each employee is required to take immediate steps to intervene when it is safe to do so if the employee witnesses an act of discrimination, harassment, intimidation or bullying of a student. The employee is also required to report such actions to the principal as soon as practicable.

Professional Boundaries: Staff/Student Interaction Policy

SPA recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

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Corporal Punishment

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

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

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

- A. Examples of PERMITTED actions (NOT corporal punishment)
 1. Stopping a student from fighting with another student;
 2. Preventing a pupil from committing an act of vandalism;
 3. Defending yourself from physical injury or assault by a student;
 4. Forcing a pupil to give up a weapon or dangerous object;
 5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
 6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
- B. Examples of PROHIBITED actions (corporal punishment)
 1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
 2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
 3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when an employee is unsure if certain conduct is acceptable, is to ask, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

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Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors - The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors *(Violations of this Policy)*

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission *(These behaviors should only be exercised when a staff member has parent and supervisor permission.)*

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

Cautionary Staff/Student Behaviors *(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)*

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.

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- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Executive Director about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

Confidential Information

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

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

Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirtysix (36) hours of receiving the information concerning the incident.

SPA 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 onethousand 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. California school employees are REQUIRED to take the mandated reporter training and pass the test annually.

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.

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Outside Employment

Employees are required to inform the School, and receive approval, before accepting any employment or consulting relationship with another person or entity while employed by the School. While the School does not uniformly prohibit outside employment, employees will not be permitted to accept outside work that is competitive with the School, that creates a conflict of interest or that interferes with the employee's work for the School.

Expense Reimbursements

The School will reimburse employees for certain reasonably necessary expenses incurred in the furtherance of School business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the School's policy regarding expenditures, a copy of which may be obtained from the Executive Director. In general, all expenses must have been previously approved in writing by the Executive Director. All reimbursement forms must be complete and submitted to Janet Flaner, Administrative Assistant.

EMPLOYEE BENEFITS

Medical Benefits

Eligibility

An employee is eligible for medical coverage if he or she is a regular employee working for the School at least thirty (30) hours per week.

Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

Refer to the Human Resources Google Drive file on how to obtain/replace medical cards.

When Coverage Starts

Employee coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the next month. An enrollment form must be submitted to the Human Resources Manager as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

COBRA Benefits

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

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

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

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

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An employee's spouse and eligible dependents can continue their health coverage for up to thirtysix (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.

SPA 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. SPA 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;
- SPA 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

All employees may participate in the Pension 2 - 403(b) and 457 Plan voluntary supplemental savings plan subject to plan eligibility requirements. Employees who elect to make contributions to an employer-provided plan authorize the School to make deductions from their paychecks consistent with the employee's contribution choice. Contact the Human Resources Manager for enrollment information.

Holidays and Leaves

Holidays

SPA calendar reflects any and all holidays observed by the School.

Other days during the school year, such as days during the School's calendared breaks, shall not be paid time for non-exempt employees in active status. Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Executive Director. The employee will be paid if the religious holiday is taken as an earned paid leave day (e.g. personal necessity day). The employee will not be paid if the religious holiday is taken as a personal leave of absence day.

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Unpaid Leave of Absence

SPA recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

If you are currently covered, medical, and dental coverage will remain in force during a medical or worker's compensation leave of absence, provided you pay the appropriate premiums. Whether you are required to pay your own premiums will depend upon the length of your leave of absence. During a family/medical leave, your medical and dental benefits will remain in force provided you pay the appropriate premiums.

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, SPA offers paid sick leave to its employees. Sick Leave is defined as an absence for the following reasons:

- Preventive care (including annual physicals or flu shots)
- Treating an existing health condition
- Caring for a family member
- Bereavement
- Personal necessity

Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. All new employees must wait 30 days before taking sick time. All full time employees shall be credited with eighty (80) hours (ten (10) days) a year. Part-time employees or employees that are hired mid-year will have their total sick hours credit prorated accordingly but shall be provided no less than twenty-four (24) hours of paid sick leave.

Accrued sick leave carries over from year to year. The School does not pay employees in lieu of unused sick leave. Employees may take no more than a total of ten (10) sick leave days (or eighty (80) hours for full-time employees) per school year.

If you are absent longer than three (3) days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the School will be required before the School honors any sick pay requests. If the employees fail to provide the medical evidence the sick days taken will be unpaid time.

To report an absence, complete the Staff Attendance Reporting Form. Full time employees who are out sick and not on campus will report 8 hours of sick leave. If you are absent on a partial day—meaning you plan to leave campus or return back to campus—indicate that exact time of leave.

Failure to report to work and failure to submit the absence on the Staff Attendance Reporting Form prior to the start of the work day may result in immediate termination.

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Employee requests for additional unpaid leave after sick leave is exhausted must be approved in advance by the Executive Director.

INSURANCE

Disability Insurance

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage-replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the Human Resources Manager.

Leaves of Absence

Under certain circumstances, the School may grant leaves of absence to employees. Employees must submit requests for leaves of absence in writing to the Human Resources manager as far in advance as is practicable. While on leave, employees should occasionally keep in contact with the Human Resources manager and must notify the Human Resources manager if the date to return to work changes. If an employee's leave expires and fails to return to work without contacting the Human Resources manager, it will be presumed that the employee abandoned his/her position with the School and employment may be terminated. If an employee is unable or unwilling to return to work at the expiration of his/her leave of absence, his/her employment may be terminated.

This Handbook summarizes leave that may be available to employees. Most leave policies have differing requirements for eligibility, duration, benefits, etc. Therefore, employees should contact [insert appropriate title] to request specific information relating to a particular leave policy.

While out on a leave of absence, employees may not accept employment with another company or person unless agreed to in advance in writing by the School's Executive Director]. Acceptance of employment in violation of this policy will be considered an abandonment of the employee's position with the School, and employment may be terminated. Employees shall not apply for unemployment compensation insurance while out on leave.

Family Care and Medical Leave

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

Employee Eligibility Criteria

- To be eligible for FMLA 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 FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of baby-bonding where the threshold is twenty (20) employees).

Events That May Entitle an Employee To FMLA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA 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 will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
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 or military service-related injury. 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 FMLA leave in a single twelve (12) month period to provide said care.
4. 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

Amount of FMLA Leave Which May Be Taken

5. FMLA 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.
6. In addition to the twelve (12) workweeks of FMLA 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 shall 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.
7. The "twelve month period" in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
8. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA 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 Break, the days the School's activities have ceased do not count against the employee's FMLA leave entitlement. Similarly, if an employee uses FMLA 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 Leave

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1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

FMLA and Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA 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 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.

SPA may recover the health benefit costs paid on behalf of an employee during his/her FMLA 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 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 leave, or other circumstances beyond the control of the employee.

FMLA and Seniority

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

Medical Certifications

1. An employee requesting FMLA 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 Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA 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 spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA 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 leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, 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 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 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 leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work from FMLA

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) 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 leave.
2. When a request for FMLA leave is granted to an employee (other than a "key" 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 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.

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Limitations on Reinstatement

1. SPA may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to the School’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of the School’s employees within seventy-five (75) miles of the employee’s worksite.
2. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

Employment during FMLA Leave

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

Pregnancy Disability Leave

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

Employee Eligibility Criteria

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

Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

Duration of Pregnancy Disability Leave

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

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hours per week times $17 \frac{1}{3}$ weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times $17 \frac{1}{3}$ weeks).

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

Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave at the beginning of any otherwise unpaid leave period.
2. The receipt of sick leave pay or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. Sick pay may be used during any period of unpaid pregnancy disability leave if available. Employee must notify the employer if they would like to use their sick leave.

Health Benefits

SPA 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. SPA 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

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1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
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 SPA 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 Pregnancy 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.

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Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave (“Donor Leave”), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

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

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

Personal Leave of Absence

The School recognizes that special situations may arise where an employee must leave his or her job temporarily. In the School’s sole discretion, the Executive Director may grant employees unpaid leave of absences. Taking an unpaid personal leave of absence may affect your eligibility for employee benefits, including medical benefit plan coverage. Ask the Executive Director for information on personal leaves of absence.

Bereavement Leave

All employees are entitled to a leave of up to three (3) days without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends/holidays) falling during the absence will be counted as both bereavement leave and scheduled days off.

Military and Military Spousal Leave of Absence

SPA 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 sick time off as wage replacement during time served, provided such sick time off accrued prior to the leave.

Except for employees serving in the National Guard, SPA 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

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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.

SPA 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.

Drug and Alcohol Rehabilitation Leave

The School will reasonably accommodate an employee who voluntarily enters and participates in an alcohol or drug rehabilitation program, including potentially providing unpaid leave to participate in the program. The School will not pay for the costs incurred in attending a rehabilitation program. An employee who wishes to identify him or herself as an individual in need of the assistance of an alcohol or drug rehabilitation program may contact the Human Resources Manager. The School will take all reasonable steps necessary to maintain the employee's privacy in this situation. The employee may use accrued sick leave or accrued vacation time, if any, during requested leave.

Nothing in this policy shall prohibit the School from refusing to hire or discharge an employee who, because of his or her current use of alcohol or drugs, is unable to perform his/her duties or cannot perform the duties in a manner that would not endanger his/her health or safety or the health or safety of others.

Time Off for Adult Literacy Programs

The School will reasonably accommodate and assist any employee who reveals a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program. Employees will be required to bear the cost associated with enrollment in an adult literacy education program, but the School will assist the employee by providing the locations of local literacy education programs. The School may also arrange for a literacy education provider to visit the School.

An employee who wishes to reveal a problem of illiteracy and requests School assistance should contact the Executive Director. The School will take all reasonable steps to safeguard the employee's privacy. Nonexempt employees may use accrued vacation pay if available to make up for the work that is missed to attend literacy classes.

Time Off to Attend Child's School Discipline

Any employee who is a parent or legal guardian of a child that has received written notice from the child's school requesting his or her attendance at a disciplinary conference is entitled to take unpaid leave to attend the conference. Please contact an Administrator to determine eligibility and scheduling before taking any leave to attend a disciplinary conference.

Time Off to Attend Child's School Activities

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Employees that are parents, guardians, stepparents, foster parents or grandparents to, or a person who stands in loco parentis to, a child in kindergarten, grades 1-12 or with a child in a licensed day care facility, may wish to take time off to visit the school of your child for a school activity, including finding, enrolling or re-enrolling the child in a school or with a licensed childcare provider, or to address a childcare provider or school emergency. Employees may take off up to eight hours each calendar month (up to a maximum of 40 hours each school year), provided the employee gives reasonable notice to the Company of the planned absence. The School requires documentation from the school noting the date and time of your visit.

If both parents of a child work for the School, the first parent to provide notice may take the time off, unless the School approves both parents taking time off simultaneously.

Time Off to Serve as Election Official

Any employee who serves as an election official is eligible for unpaid leave on election day for purposes of service. Please notify the Executive Director of your commitment to act as election official as far in advance as possible.

Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned for 7 days. For all non-exempt employees, the School will pay for up to five (5) days if an employee is called to serve on a jury.

Victims of Abuse Leave

SPA provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. 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, or that of the employee's child or children. 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 SPA 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 SPA 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.

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

Time Off for Victims of Crime

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Employees are allowed to be absent from work for various reasons related to crime or abuse if they are:

- A victim of such a crime or abuse;
- An immediate family member (i.e., spouse, domestic partner, child, step-child, adoptive child, foster child, legal ward of the court, adopted child, a child of a domestic partner, a child to whom the employee stands in loco parentis, a person to whom the employee stood in loco parentis when the person was a minor, sibling, step-sibling, foster sibling, adoptive sibling, half-sibling, parent, adoptive parent, foster parent, legal guardian of an employee or an employee's spouse or domestic partner, person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child, step-parent, or the child or a registered domestic partner, or any other individual whose close association with the employee is the equivalent of any of these family relationships) is a victim of such a crime.
- "Victim" means a victim of stalking, domestic violence, or sexual assault; a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; a person whose immediate family member is deceased as the direct result of a crime.

Leave may be taken for the following reasons:

- Any employee may take leave to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding;
- An employee victim may take time off to obtain or attempting to obtain any relief, which includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child;
- An employee victim to seek medical attention for injuries caused by crime or abuse;
- An employee victim to obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
- An employee victim to obtain psychological counseling or mental health services related to an experience of crime or abuse;
- An employee victim to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

When an employee is a victim as defined as follows: A person against whom one of the following crimes has been committed: A violent felony as defined in Penal Code section 667.5(c); A serious felony as defined in Penal Code section 1192.7(c); A felony provision of law proscribing theft or embezzlement, the employee shall be allowed to attend judicial proceedings related to that crime or those crimes against an immediate family member victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim.

An employee must give reasonable advance notice to the School of the employee's intention to take time off, unless the advanced notice is not feasible. Documentation may be requested from the employee.

When an unscheduled absence occurs, the School shall not take any action against the employee if the employee, within a reasonable time after the absence, provides a certification to the employer. Documentation may be from any of the following:

- A police report indicating that the employee was a victim;
- A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court;

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- Documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse; or
- 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 by this Crime Victim Leave

This leave is unpaid but the employee may choose to use available sick or personal time off (PTO). You will not be discharged, discriminated against or retaliated against because of an absence protected by this law or because of your status as a victim of crime or abuse.

The School will also, to the extent allowed by law, maintain the confidentiality to the extent possible of an employee requesting leave under this provision.

Time Off for Volunteer Firefighters, Reserve Peace Officers, or Emergency Rescue Personnel

Employees who perform emergency duties as volunteer firefighters, reserve peace officers or emergency rescue personnel will be given time off as necessary in accordance with the law. Employees are requested to alert the Human Resources Manager of their status as volunteer firefighters, reserve peace officers or emergency rescue personnel so that the School will have advanced notice of the employee's potential need to leave the School in the event of an emergency. Any time an employee must perform emergency duties, he/she must notify the Human Resources Manager or Executive Director before leaving the School's premises.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Executive Director at least two (2) days notice.

Time Off for Civil Air Patrol

Eligible employees who are volunteer members of the California Wing of the civilian auxiliary of the US Air Force, commonly known as the Civil Air Patrol, who have been directed by the US Air Force, the California Emergency Management Agency or other authorized state agency to respond to an emergency operational mission are entitled to 10 days per calendar year of unpaid leave. Leave for a single emergency operational mission shall not exceed three days unless an extension of time is granted by the authorizing governmental entity and the extension is approved by the School.

An eligible employee requiring Civil Air Patrol leave must give the School as much notice as possible of the intended dates upon which the leave will begin and end. Please notify the Human Resources manager of requested leave under this section. The School may require certification from the proper Civil Air Patrol authority to verify the employee's eligibility and may deny the leave if the employee fails to provide the required certification.

Industrial Injury Leave (Workers' Compensation)

SPA, 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

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

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. SPA, 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 Executive Director and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

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 Administration thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Administration.

EMPLOYMENT EVALUATION AND SEPARATION

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by their assigned supervisor. Performance evaluations will be conducted annually, or on or about the conclusion of the school year. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

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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 are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions or retention of your job. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your assigned supervisor, and that you are aware of its contents. The evaluation system in no way alters the employment at-will relationship.

Newly hired employees will have their performance goals reviewed by their assigned supervisor, within the first 60 days of employment.

Discipline and Involuntary Termination

Violation of the School's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions, or termination. The School's disciplinary system is informal and the School may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon the first offense.

Voluntary Termination

Either the employee or the School may terminate the employment relationship at any time, with or without prior notice and with or without cause. While it is not required, the School requests that employees electing to resign to give as much advance notice as possible (preferably a minimum of two weeks) to allow the School to plan for your departure.

An exit interview will normally be scheduled on the last day of work with the Human Resources Manager. The purpose of the exit interview is to review eligibility for benefit conversion, to ensure that all necessary forms are completed, to collect any company property (including keys, equipment, documents, and records) that may be in the employee's possession, to review the employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at the School. The School appreciates receiving candid opinions of the employee's employment. Final pay, including pay for any earned but unused vacation time, will be provided in accordance with state law. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

References

All requests for references and employment verifications must be promptly directed to an Administrator. When contacted for a reference or employment verification, the School will only provide information concerning dates of employment and the title of the last position held. Other employees may not provide any employment verifications or act as a reference for any other employees.

Amendment To Employee Handbook

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

SPA 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.

Contra Costa School of Performing Arts Employee Handbook
2720 Mitchell Dr., Walnut Creek, CA 94598
925-235-1130

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.

Contra Costa School of Performing Arts Employee Handbook
2720 Mitchell Dr., Walnut Creek, CA 94598
925-235-1130

APPENDIX A

Harassment/Discrimination/Retaliation for Title II, Title IX, 504, or Sexual Harassment Complaint Form

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

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

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

SPA 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? _____

Contra Costa School of Performing Arts Employee Handbook
2720 Mitchell Dr., Walnut Creek, CA 94598
925-235-1130

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: _____

Contra Costa School of Performing Arts Employee Handbook
2720 Mitchell Dr., Walnut Creek, CA 94598
925-235-1130

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: _____

Coversheet

BP 3 Complaints

Section:	VI. Board Policies
Item:	A. BP 3 Complaints
Purpose:	Vote
Submitted by:	
Related Material:	BP 3 Uniform and General Complaints.docx.pdf



SPA

Contra Costa School of Performing Arts

www.cocospa.org • 925-690-8600

Policy Number: 3.060616

Policy Type: Governing Board Policy

Policy Name: Uniform and General Complaint Procedures and Policies

Approved: March 6, 2016

Revised: March 13, 2018

Revised: October 27, 2021

Revised: December 14, 2022

Uniform and General Complaint Procedures and Policies

The Contra Costa School of Performing Arts is committed to providing a safe, welcoming, and legally compliant educational program and environment. Should the need for a stakeholder to file a formal complaint arise, the following mechanisms and procedures are in place:

- I. Uniform Complaint Procedures
- II. General Complaint Policy

I. UNIFORM COMPLAINT POLICY AND PROCEDURES

Scope

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

- (1) Complaints of unlawful discrimination, harassment, intimidation or bullying against any protected group, including actual or perceived discrimination, on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity; and
- (2) Complaints of violations of state or federal law and regulations governing the following programs including but not limited to: Adult Education Programs, After School Education and Safety Programs, Agricultural Vocational Education Programs, American Indian Education

Centers and Early Child Education Program Assessments, Consolidated Categorical Aid Programs, Career Technical and Technical Education and Career Technical and Technical Training Programs, Child Care and Development Programs, Child Nutrition Programs, Foster and Homeless Youth Services, Migrant Education Programs, Every Student Succeeds Act / No Child Left Behind Act (2001) Programs (Titles I-VII), including improving academic achievement, compensatory education, limited English proficiency, and migrant education, Regional Occupational Centers and Programs, Special Education Programs, State Preschool, Bilingual Education, Economic Impact Aid, and Tobacco-Use Prevention Education.

(3) A complaint may also be filed alleging that a pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.

- a. "Educational activity" means an activity offered by a school, school district, charter school or county office of education that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
- b. "Pupil fee" means a fee, deposit or other charge imposed on pupils, or a pupil's parents or guardians, in violation of Section 49011 of the Education Code and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
 - i. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
 - ii. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
 - iii. A purchase that a pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
- c. A pupil fees complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees.
- d. If the Charter School finds merit in a pupil fees complaint the Charter School shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by the Charter School to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.
- e. Nothing in this section shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or

school districts, school, and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.

- (4) Complaints of noncompliance with the requirements governing the Local Control Funding Formula or Sections 47606.5 and 47607.3 of the Education Code, as applicable.
- (5) Complaints of noncompliance with the requirements of Education Code Section 222 regarding the rights of lactating pupils on a school campus. If the Charter School finds merit in a complaint, or if the Superintendent finds merit in an appeal, the Charter School shall provide a remedy to the affected pupil.

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

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

Compliance Officers

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

Brandy Byers, Interim Executive Director
Contra Costa School of Performing Arts
2730 Mitchell Drive
Walnut Creek, CA 94598
(925) 235-1130

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

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

Notifications

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

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

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

The annual notice shall include the following:

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

Procedures

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

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

Step 1: Filing of Complaint

Any individual, public agency, or organization may file a written complaint of alleged noncompliance by the Charter School.

A complaint alleging unlawful discrimination, harassment, intimidation or bullying shall be initiated no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or six (6) months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination, harassment, intimidation or bullying. A complaint may be filed by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying.

Pupil fee complaints shall be filed not later than one (1) year from the date the alleged violation occurred.

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

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, the Charter School staff shall assist him/her in the filing of the complaint.

Step 2: Mediation

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

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

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

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

Step 3: Investigation of Complaint

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

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

A complainant's refusal to provide the Charter School's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate

in the investigation or his/her engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

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

Step 4: Response

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

Step 5: Final Written Decision

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

The decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion(s) of law.
3. Disposition of the complaint.
4. Rationale for such disposition.
5. Corrective actions, if any are warranted.
6. Notice of the complainant's right to appeal the Charter School's decision within fifteen (15) days to the CDE and procedures to be followed for initiating such an appeal.
7. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, notice that the complainant must wait until sixty (60) days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies.
8. For unlawful discrimination, harassment, intimidation or bullying complaints arising under federal law such complaint may be made at any time to the U.S. Department of Education, Office for Civil Rights.

If an employee is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee was informed of the Charter School's

expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

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

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

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

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

Civil Law Remedies

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

UNIFORM COMPLAINT PROCEDURE FORM

Last Name: _____ First Name/MI: _____
 Student Name (if applicable): _____ Grade: _____ Date of Birth: _____
 Street Address/Apt. #: _____

 City: _____ State: _____ Zip Code: _____

 Home Phone: _____ Cell Phone: _____ Work Phone: _____
 School/Office of Alleged Violation: _____

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

- | | | |
|---|--|--|
| <input type="checkbox"/> Adult Education | <input type="checkbox"/> After School Education and Safety | <input type="checkbox"/> Agricultural Vocational Education |
| <input type="checkbox"/> American Indian Education | <input type="checkbox"/> Consolidated Categorical Aid | <input type="checkbox"/> Career/Technical Education |
| <input type="checkbox"/> Child Development Programs | <input type="checkbox"/> Child Nutrition | <input type="checkbox"/> Foster/Homeless Youth |
| <input type="checkbox"/> Migrant Education | <input type="checkbox"/> No Child Left Behind Programs | <input type="checkbox"/> Regional Occupational Programs |
| <input type="checkbox"/> Special Education | <input type="checkbox"/> Every Student Succeeds Act Prog. | <input type="checkbox"/> Tobacco-Use Prevention Education |
| <input type="checkbox"/> Pupil Fees | <input type="checkbox"/> State Preschool | <input type="checkbox"/> Lactating Pupils |
| <input type="checkbox"/> Bilingual Education | <input type="checkbox"/> Local Control Funding Formula | <input type="checkbox"/> Economic Impact Aid |

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

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

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

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

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

I have attached supporting documents. Yes No

Signature : _____ Date: _____

Mail complaint and any relevant documents to:

Attn: Executive Director
Contra Costa School of Performing Arts
2730 Mitchell Drive
Walnut Creek, CA 94598
(925) 235-1130

II. GENERAL COMPLAINT POLICY

Contra Costa School of Performing Arts (“Charter School”) has adopted this General Complaint Policy to address concerns about the Charter School generally or regarding specific employees. For complaints regarding harassment or perceived violations of state or federal laws, please refer to the Charter School’s Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy and/or the Charter School’s Uniform Complaint Procedures. For all other complaints, the General Complaint form and accompanying procedures will be appropriate.

INTERNAL COMPLAINTS

(Complaints by Employees against Employees)

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

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

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;
1. If the complaint is about the Executive Director, the complainant may file his or her complaint in a signed writing to the Chair of the Board of Directors of the Charter School (“Board”), 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 Chair 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, Charter School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

POLICY FOR COMPLAINTS GENERALLY

(General Complaints and Complaints by Third Parties against Employees)

This section of the policy is for use when either a complaint does not fall under other complaint procedures or a third party (non-employee) raises a complaint or concern about the Charter School generally, or a Charter School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Executive Director or Chair of the Board (only 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, the Executive Director (or designee) shall abide by the following process:

1. The Executive Director or designee shall use his or her best efforts to ascertain the facts relating to the complaint. Where applicable, the Executive Director or designee shall talk with the parties identified in the complaint or persons with knowledge of the particulars of the complaint to ascertain said facts.
2. In the event that the Executive Director (or designee) finds that a complaint is valid, the Executive Director (or designee) may take appropriate action to resolve the problem. Where the complaint is against an employee of Charter School, the Executive Director may take 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 Charter School. 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 Executive Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

GENERAL 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 circumstances, 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 Charter 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 Charter School:

Received by: _____ Date: _____

Coversheet

BP 18 Section 504

Section:	VI. Board Policies
Item:	B. BP 18 Section 504
Purpose:	Vote
Submitted by:	
Related Material:	Board Policy 18 504.pdf



SPA

Contra Costa School of
Performing Arts

Policy Number: 18.12142022

Policy Type: Governing Board Policy

Policy Name: Identification and Education Under Section 504

Identification and Education Under Section 504

The Governing Board of **ChartHouse Public Schools dba Contra Costa School of Performing Arts** recognizes the need to identify and evaluate students with disabilities and desires to ensure that all students, including students with disabilities, have a free appropriate public education (FAPE). This means that students with disabilities will receive the same education as students without a disability.

The Executive Director shall designate a 504 coordinator to establish and implement evaluation procedures to be used whenever there is reason to believe that a student, because of a disability, needs or is believed to need special instruction or related services. This coordinator shall also ensure a system of procedural safeguards that includes notice, an opportunity for the parent/guardian of the student to examine relevant records, an impartial hearing with the opportunity for participation by the student's parent/guardian and representation by counsel, and a review procedure.

The Executive Director or designee shall ensure that identified students with disabilities receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of nondisabled students are met.

If the student is found to have a disability that qualifies him/her for a FAPE under Section 504, then the Section 504 multi-disciplinary team members shall develop a written Section 504 service plan for the student. Upon reviewing the nature of the disability and how it impacts the student's education, the members shall determine what general and/or special education services, related aids, supplemental aids and services, accommodations and/or modifications, are needed in order to provide the student with a FAPE. The student shall be educated with non-disabled students to the maximum extent appropriate.

The Executive Director or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. The Section 504 multi-disciplinary team shall provide the parent/guardian with a copy of the Section 504 service plan. If the Section 504 multi-disciplinary team determines that the student is not eligible under Section 504, the parent/guardian shall receive a copy of the Section 504 multidisciplinary team meeting notes stating the basis for this decision. Parent/guardian shall also receive a copy of the procedural safeguards guaranteed under Section 504.

Coversheet

BP 19 Title IX

Section:	VI. Board Policies
Item:	C. BP 19 Title IX
Purpose:	Vote
Submitted by:	
Related Material:	Board Policy 19 Title IX.pdf



SPAA

Contra Costa School of
Performing Arts

Policy Number: 19.12142022

Policy Type: Governing Board Policy

Policy Name: Title IX Sexual -Harassment Policy and Grievance Procedures

Title IX Sexual -Harassment Policy and Grievance Procedures

Definitions

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

Actual knowledge means notice of sexual harassment or allegations of sexual harassment to the School's Title IX Coordinator or any official of the School who has authority to institute corrective measures on behalf of the School, or to any other employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the School with actual knowledge is the individual accused of harassment ("Accused"). The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the School. "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in 34 C.F.R. § 106.8(a).

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

"Education program or activity" includes locations, events, or circumstances over which the School exercised substantial control over both the accused and the context in which the sexual harassment occurs.

Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against an accused and requesting that the School investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the School with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator, and by any additional method designated by the School.

The phrase *"document filed by a complainant"* means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the School) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person

filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party.

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

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

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

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

General Response to Sexual Harassment

If the School has actual knowledge of sexual harassment in an education program or activity of the School against a person in the United States, the School must respond promptly in a manner that is not deliberately indifferent. A School is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

A School's response must treat complainants and respondents equitably by offering supportive measures to a complainant, and by following a grievance process that complies those processes identified herein before the imposition of any disciplinary sanctions or other actions that are not supportive measures against an accused.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

Response to a Formal Complaint

In response to a formal complaint, a School must follow a grievance process outlined below. With or without a formal complaint, a School must comply with the School's General Response to Sexual Harassment process identified above.

Emergency Removal

The School may remove an accused from the School's education program or activity on an emergency basis, provided that the School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the accused with notice and an opportunity to challenge the decision immediately following the removal.

Administrative Leave

The School may place an accused non-student employee on administrative leave during the pendency of a grievance process identified below.

Grievance Process for Formal Complaints of Sexual Harassment

Discrimination on the Basis of Sex

The School's treatment of a complainant or an accused in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under title IX.

Grievance Process Generally

The School shall treat complainants and those accused equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the accused, and by following a grievance process that complies with this policy before the imposition of any disciplinary sanctions or other actions that are not supportive measures against an accused. Remedies are to be designed to restore or preserve equal access to the School's education program or activity. Such remedies may include the same individualized services described above as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the accused.

The School shall require an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence—and provide that credibility determinations may not be based on a person's

status as a complainant, accused, or witness.

Title IX Coordinator: Any individual designated by the School as a Title IX Coordinator, investigator, decision-maker, or any person designated by the School to facilitate an informal resolution process, shall not have a conflict of interest or bias for or against complainants or those accused generally or an individual complainant or accused. The School shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training on the definition of sexual harassment, the scope of the School's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. The School shall ensure that decision-makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth below. The School also shall ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth below. Any materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

Presumption: The School shall include a presumption that the accused is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Time Frames: The School shall include reasonably prompt time frames for the conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the School offers informal resolution processes and a process that allows for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the accused of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

Disciplinary Sanctions and Remedies: Following the determination of responsibility, the following reflect the range of possible disciplinary sanctions and remedies the School may implement: re-education for accused; removal from class or school; detention; written assignment; other disciplinary remedies as assigned by the Title IX Coordinator.

Standard of Evidence: For all formal complaints of sexual harassment against students, employees, and faculty, the standard of evidence to be used to determine responsibility is clear and convincing evidence.

Appeals: The following includes the procedures and permissible bases for the complainant and accused to appeal: to appeal any findings, discipline, or outcomes of a Title IX investigation, submit an email of

appeal to the Executive Director within ten (10) days of receiving the written notification of outcomes. The Executive Director will review the appeal and meet with the complainant and decide to either make a determination at that time or involve an independent investigator.

Supportive Measures: The following supportive measures are available to complainants and those accused: Office Support, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, and increased security and monitoring of certain areas of the campus.

Privileged Evidence: When making a determination of responsibility, the School will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Notice of allegations: When the School receives a formal complaint, the School will provide written notice to the parties who are known. Such written notice will contain the following:

- 1) Notice of the School's grievance process, including any informal resolution process;
- 2) Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined above, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview.

Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known.

The written notice shall include a statement that the accused is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.

The written notice shall inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence. The written notice must inform the parties of any provision in the School's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the School decides to investigate allegations about the complainant or the accused that are not included in the notice provided above, the School must provide notice of the additional allegations to the parties whose identities are known.

Dismissal of a Formal Complaint:

The School shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined above even if proved, did not occur in the School's education program or activity, or did not occur against a person in the United States, then the

School must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under Title IX and implemented regulations; such a dismissal does not preclude action under another provision of the School's code of conduct.

The School may dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing: A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the accused is no longer enrolled or employed by the School; or specific circumstances prevent the School from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal described above, the School must promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties.

Consolidation of Formal Complaints. A School may consolidate formal complaints as to allegations of sexual harassment against more than one accused, or by more than one complainant against one or more accused, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one accused, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

Investigation of a Formal Complaint. When investigating a formal complaint and throughout the grievance process, the School shall:

- 1) Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the School and not on the parties provided that the School cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the School obtains that party's voluntary, written consent to do so for a grievance process under this policy. If a student is under the age of 18, the School must obtain the voluntary, written consent of the student's parent/guardian/education rights holder.
- 2) Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
- 3) Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
- 4) Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or the accused in any meeting or grievance proceeding.

- 5) Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 6) Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the School does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. Prior to completion of the investigative report, the School must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report. The School must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination; and
- 7) Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to a hearing (if a hearing is required under this policy or otherwise provided) or other time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

Determination Regarding Responsibility.

The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), must issue a written determination regarding responsibility applying the standard of evidence described above.

The written determination must include—

- 1) Identification of the allegations potentially constituting sexual harassment as defined above.
- 2) A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held.
- 3) Findings of fact supporting the determination.
- 4) Conclusions regarding the application of the School's code of conduct to the facts.
- 5) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the School imposes on the accused, and whether remedies designed to restore or preserve equal access to the School's education program or activity will be provided by the School to the complainant; and

6) The School's procedures and permissible bases for the complainant and the accused to appeal.

The School shall provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the School provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

The Title IX Coordinator is responsible for the effective implementation of any remedies.

Appeals.

The School shall offer both parties an appeal from a determination regarding responsibility, and from the School's dismissal of a formal complaint or any allegations therein, on the following bases:

- 1) Procedural irregularity that affected the outcome of the matter;
- 2) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- 3) The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against a complainant or an accused generally or the individual complainant or accused that affected the outcome of the matter.

The School may offer an appeal equally to both parties on additional bases [identify those bases here].

As to all appeals, the School shall:

- 1) Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
- 2) Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
- 3) Ensure that the decision-maker(s) for the appeal complies with the conflict of interest and bias standards set forth above;
- 4) Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- 5) Issue a written decision describing the result of the appeal and the rationale for the result; and
- 6) Provide the written decision simultaneously to both parties.

Informal Resolution. The School may not require as a condition of enrollment or continuing enrollment,

or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this policy. Similarly, the School may not require the parties to participate in an informal resolution process under this policy and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the School may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the School—

- 1) Provides to the parties a written notice disclosing: The allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- 2) Obtains the parties' voluntary, written consent to the informal resolution process; and
- 3) Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Recordkeeping.

- 1) A School must maintain for a period of seven years records of—
 - (A) Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript of any hearing (if applicable), any disciplinary sanctions imposed on the accused, and any remedies provided to the complainant designed to restore or preserve equal access to the School's education program or activity;
 - (B) Any appeal and the result therefrom;
 - (C) Any informal resolution and the result therefrom; and
 - (D) All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The School must make these training materials publicly available on its website, or if the School does not maintain a website the School must make these materials available upon request for inspection by members of the public.
- (ii) For each response to a formal complaint required by this policy, the School must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the School must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the School's education program or activity. If a

School does not provide a complainant with supportive measures, then the School must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the School in the future from providing additional explanations or detailing additional measures taken.

Coversheet

BP 20 Title II

Section:	VI. Board Policies
Item:	D. BP 20 Title II
Purpose:	Vote
Submitted by:	
Related Material:	BP 20 Title II ADA Policy.docx.pdf



SPA

**Contra Costa School of
Performing Arts**

www.cocospa.org • 925-690-8600

Policy Number: 20.121420222

Policy Type: Governing Board Policy

Policy Name: Title II ADA Policy

Approved: December 14, 2022

TITLE II, ADA POLICY WEB CONTENT, APPS, AND SERVICES

Creation of Content for Web Pages/Sites, Apps, and Services

The School Board authorizes staff members and students to create content, apps, and services that will be hosted by the Board on its servers or School-affiliated servers and/or published on the Internet.

The content, apps, and services must comply with applicable State and Federal laws (e.g., copyright laws, Children's Internet Protection Act (CIPA), Section 504 of the Rehabilitation Act of 1973 (Section 504), Americans with Disabilities Act (ADA), and Children's Online Privacy Protection Act (COPPA)), and reflect the professional image/brand of the School, its employees, and students. Content, apps, and services must be consistent with the ChartHouse Public School dba Contra Costa School of Performing Arts (the School's) Mission Statement, and staff-created web content, services, and apps are subject to prior review and approval of the Executive Director before being published on the Internet and/or used with students.

The creation of content, apps, and services by students must be done under the supervision of a professional staff member.

Purpose of Content of School Web Pages/Sites, Apps, and Services

The purpose of content, apps, and services hosted by the Board on its servers or School-affiliated servers is to educate, inform, and communicate. The following criteria shall be used to guide the development of such content, apps, and services:

1. Educate

Content should be suitable for and usable by students and teachers to support the curriculum and the Board's objectives as listed in the Board's strategic plan.

2. Inform

Content may inform the community about the school, teachers, students, or departments, including information about curriculum, events, class projects, student activities, and departmental policies.

3. Communicate

Content may communicate information about the plans, policies, and operations of the School to members of the public and other persons who may be affected by School matters.

When the content includes a photograph or personally identifiable information relating to a student, the School will abide by all laws and regulations applicable.

Under no circumstances is School-created content, apps, and services to be used for commercial purposes, advertising, political lobbying or to provide financial gains for any individual. Included in this prohibition is the fact no content contained on the School's website may:

1. include statements or other items that support or oppose a candidate for public office, the investigation, prosecution, or recall of a public official, or passage of a tax levy or bond issue;
2. link to a website of another organization if the other website includes such a message; or
3. communicate information that supports or opposes any labor organization or any action by, on behalf of, or against any labor organization.

Under no circumstances is staff member-created content, apps, and services, including personal web pages/sites, to be used to post student progress reports, grades, class assignments, or any other similar class-related material. Employees are required to use the School-specified website, app, or service for the purpose of conveying information to students and/or parents.

Staff members are prohibited from requiring students to go to the staff member's personal web pages/sites (including, but not limited to, their Facebook, Instagram, Pinterest pages) to check grades, obtain class assignments and/or class-related materials, and/or to turn in assignments.

If a staff member creates content, apps, and services related to his/her class, it must be hosted on the School's server.

Unless the content, apps, and services contain student personally-identifiable information, School websites, apps, and web services that are created by students and/or staff members that are posted on the Internet should not be password protected or otherwise contain restricted access features, whereby only employees, student(s), or other limited groups of people can access the site. Community members, parents, employees, staff, students, and other website users will generally be given full access to the School's website(s), apps, and services.

Web content, apps, and services should reflect an understanding that both internal and external audiences will be viewing the information.

School web pages/sites, apps, and services must be located on School-affiliated servers.

The School retains all proprietary rights related to the design of web content, apps, and services that are hosted on School servers, absent written agreement to the contrary.

Students who want their class work to be displayed on the School's website must have completed the media release form during the registration process.

Website Accessibility

The School is committed to providing persons with disabilities an opportunity equal to that of persons without disabilities to participate in the School’s programs, benefits, and services, including those delivered through electronic and information technology, except where doing so would impose an undue burden or create a fundamental alteration. The School is further committed to ensuring persons with disabilities are able to acquire the same information, engage in the same interactions, and enjoy the same benefits and services within the same timeframe as persons without a disability, with substantially equivalent ease of use; that they are not excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any School programs, services, and activities delivered online, as required by Section 504 and Title II of the ADA and their implementing regulations; and that they receive effective communication of the School’s programs, services, and activities delivered online.

The School adopts this policy to fulfill this commitment and affirm its intention to comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, 34 C.F.R. Part 104, and Title II of the Americans With Disabilities Act of 1990, 42 U.S.C. 12131 and 28 C.F.R. Part 35 in all respects.

1. **Technical Standards** The School will adhere to the technical standards of compliance identified at www.cocospa.org. The School measures the accessibility of online content and functionality according to the World Wide Web Consortium’s Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, the Web Accessibility Initiative - Accessible Rich Internet Applications Suite (WAI-ARIA 1.1) for web content, and Section 504 of the Rehabilitation Act of 1973.

2. **Web Accessibility Coordinator** The Executive Director or their designee is the School's web accessibility coordinator(s). That individual(s) is responsible for coordinating and implementing this policy.

3. **Third Party Content** Links included on the Board’s website(s), services, and apps that pertain to its programs, benefits, and/or services must also meet the above criteria and comply with State and Federal law (e.g. copyright laws, CIPA, Section 504, ADA, and COPPA). While the School strives to provide access through its website to the online content provided or developed by third parties (including vendors, video-sharing websites, and other sources of online content) that is in an accessible format, that is not always feasible. The School's administrators and staff, however, are aware of this requirement with respect to the selection of online content provided to students. The School's web accessibility coordinator or his/her designees will vet online content available on its website that is related to the School’s programs, benefits, and/or services for compliance with this criterion for all new content placed on the School's website after the adoption of this policy.

Nothing in the preceding paragraph, however, shall prevent the School from including links on the School’s website(s) to

- a. recognized news/media outlets (e.g., local newspapers' websites, local television stations' websites), or

b. websites, services, and/or apps that are developed and hosted by outside vendors or organizations that are not part of the School's program, benefits, or services.

The Board recognizes that such third-party websites may not contain age-appropriate advertisements that are consistent with the requirements of Policy 9700.01, AP 9700B, and State and Federal law.

4. Regular Audits The School, under the direction of the web accessibility coordinator(s) or his/her/their designees, will, at regular intervals, audit the School's online content and measure this content against the technical standards adopted above.

This audit will occur no less than once every two (2) years.

If problems are identified through the audit, such problems will be documented, evaluated, and, if necessary, remediated within a reasonable period of time.

5. Reporting Concerns or Possible Violations If any student, prospective student, employee, guest, or visitor believes that the School has violated the technical standards in its online content, s/he may contact the Title II coordinator with any accessibility concerns. S/He may also file a formal complaint.

Instructional Use of Apps and Web Services

The School authorizes the use of apps and services to supplement and enhance learning opportunities for students either in the classroom or for extended learning outside the classroom.

The Executive Director or administrative designee will pre-approve each app and/or service that a teacher intends to use to supplement and enhance student learning. To be approved, the app and/or service must have a FERPA-compliant privacy policy, as well as comply with all requirements of the Children's Online Privacy Protection Act (COPPA) and the Children's Internet Protection Act (CIPA) and Section 504 and the ADA.

The School further requires the use of a School-issued e-mail address in the login process.

Annual Training

The School will provide annual training for its employees who are responsible for creating or distributing information with online content so that these employees are aware of this policy and understand their roles and responsibilities with respect to web design, documents, and multimedia content.

One-Way Communication Using School Web Content, Apps, and Services

The School is authorized to use web pages/sites, apps, and services to promote school activities and inform stakeholders and the general public about School news and operations.

Such communications constitute public records that will be archived. When the Executive Director designates communications distributed via School web pages/sites, apps, and services to be one-way communication, public comments are not solicited or desired, and the website, app, or service is to be considered a nonpublic forum.

Grievance Procedures

Any person who believes they have experienced or witnessed inaccessibility on the website or internet is encouraged to immediately report the issue to the Coordinator:

Catherine Foster, Associate Principal (Title II)
Contra Costa School of Performing Arts
2730 Mitchell Drive
Walnut Creek, CA 94598
(925) 235-1130

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights.

TITLE II 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 Charter 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.

Date: _____

Signature of Complainant _____

Print Name

To be completed by the Charter School:

Received _____ by:
Date: _____

Follow-up Meeting with Complainant held on: _____

Coversheet

BP 21 Anti Harassment, Discrimination, Intimidation and Bullying Prevention Policy

Section: VI. Board Policies
Item: E. BP 21 Anti Harassment, Discrimination, Intimidation and
Bullying Prevention Policy
Purpose: Vote
Submitted by:
Related Material:
BP 21 Anti Harassment, Discrimination, Intimidation and Bullying Prevention
Policy.docx.pdf



S P A

**Contra Costa School of
Performing Arts**

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Policy Number: 21.121420222

Policy Type: Governing Board Policy

Policy Name: Anti-Harrasment, Discrimination, Intimidation, and Bullying Prevention Policy

Approved: December 14, 2022

Harassment, Discrimination, Intimidation and Bullying Prevention Policy

Complaint with the Safe Place to Learn Act

It is the policy of ChartHouse Public Schools dba Contra Costa School of Performing Arts (CocoSPA or “the School”) to create and maintain a learning environment where students and employees are treated with dignity, decency, and respect. It is also the policy of CocoSPA to maintain an environment that encourages and fosters appropriate conduct among all persons and respect for individual values. Accordingly, the School is committed to enforcing this Harassment, Discrimination, Intimidation, and Bullying Prevention Policy at all levels in order to create an environment free from all forms of discrimination, harassment, intimidation, and bullying. Discrimination, harassment, intimidation, or bullying based on the following characteristics, whether actual or perceived: race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), immigration status, citizenship status, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy or childbirth), gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or association with a person or group with one or more of the aforementioned characteristics or any other legally protected category is unlawful and undermines the character and purpose of the School. Such discrimination, harassment, intimidation, or bullying violates School policy and will not be tolerated. This policy applies to anyone on campus at the School or those attending School sponsored activities.

Any form of retaliation against anyone who has complained or formally reported discrimination, harassment, intimidation, or bullying or against anyone who has participated in an investigation of such a complaint, regardless of whether the complaint relates to the complaining person or someone else, will not be tolerated and violates this policy and the law.

If the School possesses information that could indicate immigration status, citizenship status, or national origin information, the School shall not use the acquired information to discriminate against any students or families or bar children from enrolling in or attending school. If parents or guardians choose not to provide information that could indicate their or their children’s immigration status, citizenship status, or national origin information, the School shall not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.

Each year, the School shall educate students about the negative impact of bullying other students based on their actual or perceived immigration status or their religious beliefs or customs. The School shall also train teachers, staff, and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or perceived characteristics noted above. Such training shall provide School personnel with the skills to do the following:

- Discuss the varying immigration experiences among members of the student body and school community;
- Discuss bullying-prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims;
- Identify the signs of bullying or harassing behavior;
- Take immediate corrective action when bullying is observed; and
- Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior.

Definitions

Discrimination: Discrimination is the adverse treatment of any person based on the protected class or category of persons to whom he/she belongs and such treatment limits students from participating in or benefiting from school activities or services.

Harassment: Harassment is unwelcome verbal or physical conduct prohibited by law directed toward, or differential treatment of, a student because of his/her membership (or perceived membership) in any protected group or on any other prohibited basis. The harasser can be a student, a School official or employee, or someone who is not an employee of the School, such as a vendor or parent.

Examples of such conduct include, but are not limited to

- Offensive or degrading remarks, verbal abuse, or other hostile behavior such as insulting, teasing, mocking, name-calling, degrading or ridiculing another person or group
- Racial slurs, derogatory remarks about a person's accent, or display of racially offensive symbols
- Unwelcome or inappropriate physical contact, comments, questions, advances, jokes epithets or demands
- Physical assault or stalking
- Displays or electronic transmission of derogatory, demeaning or hostile materials
- Graphic and written statements, which may include use of cell phones or the Internet

Harassment does not have to include intent to harm, be directed at a specific target or involve repeated incidents. Harassment creates a hostile environment when the conduct is sufficiently severe, pervasive, or persistent so as to interfere with or limit a student's ability to participate in or benefit from the services, activities, or opportunities offered by the School.

Sexual Harassment: Sexual harassment is a form of harassment based on sex, including sexual harassment, gender harassment, and harassment based on pregnancy, childbirth or related medical conditions. It generally involves unwanted sexual advances, or visual, verbal or physical conduct of a

sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of violations:

- Unwanted sexual advances
- Offering educational benefits in exchange for sexual favors
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct: leering, making sexual gestures, displaying of suggestive objects or pictures, cartoons or posters
- Verbal conduct: making or using derogatory comments, epithets, slurs and jokes
- Verbal sexual advances or propositions
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations
- Physical conduct: touching, assault, impeding or blocking movements

Intimidation: Intimidation includes adverse actions intended to fill another with fear, to overawe or cow, as through force of personality or by superior display of wealth, talent, etc., or to force another into or deter from some action by inducing fear.

Bullying: Bullying may take place in a variety of hostile acts that are carried out repeatedly over time. The acts involve a real or perceived imbalance of power, with the more powerful child or group attacking those who are less powerful. It may be physical (hitting, kicking, spitting, pushing), verbal (taunting, malicious teasing, name-calling, threatening), or psychological (spreading rumors, manipulating social relationships, or promoting social exclusion, extortion, or intimidation). Bullying is any severe or pervasive action or conduct directed toward one or more students that have the effect of one or more of the following: 1) places a reasonable student in fear of harm to that student's person or property; 2) causes a reasonable student to experience a substantially detrimental effect on his or her physical or mental health; 3) causes a reasonable student to experience substantial interference with their academic performance; 4) causes a reasonable student to experience interference with his or her ability to participate in or benefit from the services, activities or privileges provided by the School.

Other types of bullying:

- Sexual bullying includes many of the actions typical of bullying behavior with the added actions of exhibitionism, voyeurism, sexual propositioning, sexual harassment, and sexual abuse (touching, physical contact, sexual assault).
- Bias or hate-motivated bullying is a basic bias against or hate for a person or group. Examples include taunting one's race, religion, national origin, sexual orientation, or physical or mental disabilities. The bullying behavior may also be aggressive, antagonistic, and assaultive.
- Hazing is a form of aggressive behavior that usually involves intimidation and humiliation during initiation for a student organization or body, club, group, or sports team. It may involve conduct that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. Hazing does not include athletic events or school-sanctioned events.
- Cyberbullying involves bullying conduct that is created or transmitted by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other

wireless communication device, computer, or pager communicating any of the following: 1) a message, text, sound or image; 2) a post on a social network Internet Web site, including a "Burn Page," an impersonation of another student, and a false profile.

- Cybersexual bullying involves the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more effects described in (1) – (4) above. A photograph or other visual recording shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- Social media bullying involves bullying through forums for social media, such as internet websites with free registration and ease of registration, internet websites offering peer-to-peer instant messaging (such as Snapchat, Tox, FireChat, Orbit, Bleep), internet websites offering comment forums (such as FaceBook, Twitter, Reddit) and internet websites offering image or video posting platforms (such as YouTube, Instagram, Twitch, Imgur).

Retaliation: Retaliation is any adverse action taken against a student because he or she filed a charge of harassment, discrimination, intimidation or bullying complaint to the School or another agency or participated in an investigation about the same (such as an internal investigation or lawsuit), including as a witness. Retaliation also includes adverse action taken against someone who is associated with the individual opposing the perceived harassment, discrimination, intimidation or bullying.

Reporting Discrimination, Harassment, Intimidation, Bullying or Retaliation

Any student who believes that he or she has been the victim of discrimination, harassment, intimidation, bullying or retaliation prohibited by this policy, or any student who has witnessed such discrimination, harassment, intimidation, bullying or retaliation, should immediately report the circumstances in accordance with the procedure set forth below. The School will investigate any conduct that violates this policy, even in the absence of a complaint, and take remedial action where appropriate.

A student may make a complaint, written or oral, to any of the individuals listed below:

- Their teacher, school counselor, or other school personnel
- The administrators of the School

Complaints may be submitted to the Principal or Associate Principal by any of the following methods:

- In their office inbox (use the Incident Report form)
- By phone at 925-235-1130
- By email at brianna.shahvar@cospa.org
- By mail at 2730 Mitchell Dr. Walnut Creek, CA 94598

Any teacher, school counselor, or other school employee that receives any complaints of misconduct, or personally observes, learns about from others, or reasonably suspects has occurred, shall report the same to an administrator at the School, so that the School may attempt to resolve the claim internally. Any School personnel that witnesses an act of discrimination, harassment, intimidation, bullying, or retaliation shall take immediate steps to intervene when it is safe to do so.

Investigation and Disposition of Complaints

The School will conduct a prompt, thorough and impartial investigation that provides all parties with appropriate due process and reaches reasonable conclusions based on the evidence collected. The investigation, conducted by a qualified investigator(s) (who may be a School employee), will include an interview with the alleged student-victim and his/her parent(s)/guardian(s). It may also include interviews with the person who made the initial report, the complainant (if not the alleged victim), the alleged wrongdoer, and/or any other person who may have information regarding the incident, each of whom is encouraged to cooperate with any investigation. The investigator may also review any relevant documents.

The School will endeavor to complete its investigation within thirty (30) days of a report of discrimination, harassment, intimidation, bullying, or retaliation.

Confidentiality of the complaint and investigation will be kept by the School to the extent possible, but note that the investigation will not be completely confidential. The School shall ensure confidentiality with respect to a student's or family's immigration status.

The investigator (if a third party) will report his/her findings to the Principal and/or Board of Directors. Where the investigator concludes that a violation of this policy has occurred, the Principal and/or Board of Directors will take prompt and appropriate redial action, including disciplinary action. Depending upon the circumstances, disciplinary action may include, but is not limited to suspension and/or recommendation for expulsion. Discipline for a violation of this policy is not progressive, so the first violation of this policy may warrant suspension or a recommendation for expulsion.

Every complaint will trigger the creation of an investigatory file. The investigatory file will consist of the initial complaint, the final investigative report, including a record of the remedial action to be taken, if any, and all documents created, used, or reviewed during the investigation.

At the conclusion of the investigation, the Principal shall notify the complainant of the manner in which it has resolved the matter. If, within 30 days after notification of resolution, the complainant does not agree with the resolution, the complainant may appeal the matter to the Board of Directors of the School by filing a notice of appeal stating the reasons for the appeal and specific disagreement with the School's resolution of the complaint. The Board of Directors will provide the student with a final decision of the School's resolution 5 days after the Board of Directors' next regularly scheduled board meeting. If the student does not agree with the final determination of the Board of Directors, the student may appeal to the California Department of Education using the appeal process adopted in the School's Uniform Complaint Procedures.

Parental Notification:

Each year, the School shall notify parents and guardians of their children's right to free public education, regardless of immigration status or religious beliefs. This information shall include information related to the "Know Your Rights" immigration enforcement established by the California Attorney General. The School shall also inform students who are the victims of hate crimes of their right to report such crimes.

Sexual Harassment Poster

The School shall create a poster that notifies pupils of the applicable written policy on sexual harassment. The poster shall display, at a minimum, all of the following: 1) The rules and procedures for reporting a charge of sexual harassment; 2) The name, phone number, and email address of an appropriate school official to contact to report a charge of sexual harassment; 3) The rights of the reporting pupil, the complainant, and the respondent and the responsibilities of the School in accordance with the School's written policy on sexual harassment.

This poster will be prominently and conspicuously displayed in each bathroom and locker room at the school site. It may be prominently and conspicuously displayed in public areas at the school site that are accessible to, and commonly frequented by students, including, but not limited to classrooms, classroom hallways, gymnasiums, auditoriums, and cafeterias. The governing board of the School shall have full discretion to select the appropriate public areas to display the poster at the school site.

Posting

This policy shall be posted on the School's internet website in a manner that is easily accessible to parents/guardians/students.

Coversheet

BP 22 Complaint Regarding Pupil Nutrition

Section:	VI. Board Policies
Item:	F. BP 22 Complaint Regarding Pupil Nutrition
Purpose:	Vote
Submitted by:	
Related Material:	BP 22 Complaint regarding Pupil Nutrition.docx.pdf



SPA

**Contra Costa School of
Performing Arts**

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Policy Number: 22.121420222

Policy Type: Governing Board Policy

Policy Name: Internal Complaint Procedures for Complaints Relating to Pupil Nutrition

Approved: December 14, 2022

Internal Complaint Procedures for Complaints Relating to Pupil Nutrition

Scope of the Policy

This policy relates to complaints of violations of law or regulations relating to the following pupil nutrition programs:

- Child Nutrition Programs (CNP) established pursuant to Education Code sections 49490 through 49570
- National School Lunch Program, 42 U.S.C. sections 1751 through 1769
- Summer Food Service Program, 42 U.S.C. 1761
- Child and Adult Care Food Program, 42 U.S.C. 1766
- Special Milk Program, 42 U.S.C. 1772
- School Breakfast Program, 42 U.S.C. 1773
- Food Distribution Program, 42 U.S.C. 1791

Filing a Complaint

The parent/guardian/student may make a complaint with regard to any of the above items to the ChartHouse Public School dba Contra Costa School of Performing Arts's Executive Director. A complaint filed on behalf of an individual student may only be filed by the student or the student's duly authorized representative. The complaint must be submitted within one year from the date the alleged violation occurred.

The complaint must include the following:

- (1) A statement that the School has violated a law or regulation relating to the CNP;
- (2) The facts on which the statement is based;
- (3) The name of the School and/or specific site the allegations are made against;
- (4) The contact information of the complainant; and
- (5) If alleging violations regarding a specific child, the name of the student.

Any complaints alleging discrimination based on race, color, national origin, sex, age, or disability will be referred to the U.S. Department of Agriculture (“USDA”) per the USDA Food and Nutrition Service Instruction 113-1.

Investigating a Complaint

The School shall investigate and prepare a written report as follows:

(a) Upon receipt of a complaint, the Executive Director or that person's designee shall conduct and complete an investigation of the complaint within 60 days and prepare a written Investigation Report. This 60-day time period may be extended with the written agreement of the complainant.

(b) The investigation shall include an opportunity for the complainant, the complainant's representative, or both, to present evidence or information leading to evidence to support the allegations of non-compliance with state and federal laws and/or regulations.

(c) Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

(d) Refusal by the School to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

(e) The School shall issue a School Investigation Report based on the evidence. The School Investigation Report shall be in writing and sent to the complainant within 60 days from receipt of the complaint by the School, subject to any extension under subsection (a) above. The School Investigation Report shall include:

- (1) the findings of fact based on the evidence gathered;
- (2) conclusion providing a clear determination as to each allegation as to whether the LEA is in compliance with the relevant law; and
- (3) if the School finds merit in the complaint, corrective actions; and
- (4) notice of the complainant's right to appeal the School's Investigation Report to the CDE; and
- (5) procedures to be followed for initiating an appeal to the CDE.

Appeal of CDE's Investigation Report

Within 30 days of the date of the School's Investigation Report, the complainant may appeal to the CDE by filing a written appeal with the CDE.

In order to request an appeal, the complainant must specify and explain the basis for the appeal, including at least one of the following:

- (1) The School failed to follow its complaint procedures, and/or
- (2) Relative to the allegations of the complaint, the School Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- (3) The material findings of fact in the School Investigation Report are not supported by substantial evidence, and/or
- (4) The legal conclusion in the School Investigation Report is inconsistent with the law, and/or
- (5) In a case in which the School found noncompliance, the corrective actions fail to provide a proper remedy.

The appeal shall be accompanied by:

- (1) a copy of the locally filed complaint; and
- (2) a copy of the School Investigation Report.

Appeals that do not comply with these requirements will not be processed. The CDE will notify the appellant of the deficiencies.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to the School for resolution as a new complaint under this policy.

If the CDE determines that the School Investigation Report failed to address an allegation raised by the complaint and subject to this process, the CDE shall notify the School of such failure and direct the School to investigate and address such allegation(s) in accordance with this chapter. The School must provide both the CDE and the appellant with an amended investigation report that addresses the complaint allegation(s) that was not addressed in the original Investigation Report within 20 days of such notification. The amended report must also inform the appellant of the right to separately appeal, in accordance with this policy, the amended investigation report with respect to the complaint allegation(s) that was not addressed in the original report. The CDE will proceed with its resolution of the appeal of the School Investigation Report as to allegations that have been addressed even while, at the same time, the School is preparing an amended investigation report as to any allegation(s) that the CDE identified as not having been addressed.

Coversheet

BP 23 Complaint about Special Education

Section:	VI. Board Policies
Item:	G. BP 23 Complaint about Special Education
Purpose:	Vote
Submitted by:	
Related Material:	BP 23 Complaint regarding Special Education.docx.pdf



SPA

**Contra Costa School of
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Policy Number: 23.121420222

Policy Type: Governing Board Policy

Policy Name: Internal Complaint Procedures for Complaints Relating to Special Education

Approved: December 14, 2022

Internal Complaint Procedures for Complaints Relating to Special Education

It is the policy of the ChartHouse Public School dba Contra Costa School of Performing Arts (the "School") to maintain a positive and productive educational environment. The School is primarily responsible to ensure that it is compliant with all applicable federal and state special education laws and regulations. There are some circumstances, however, when parents/guardians or students over the age of 18 believe that a violation of federal or state special education law is occurring in the following areas:

1. violations of Part B of the IDEA, and regulations implementing Part B; or
2. violations of Part 30 of the Education Code and the related regulations; or
 - a. complaints that an LEA or other public agency has violated the terms of a settlement agreement relating to the provision of a free, appropriate public education (an allegation relating to an attorney fees provision in a settlement agreement is expressly excluded);
 - b. complaints that the LEA or other public agency has failed or refused to implement a due process hearing order to which that LEA or other public agency is subject;
 - c. complaints that a public agency, other than an LEA, fails or refuses to comply with a law or regulation applicable to that public agency as it pertains or relates to the provision of a free appropriate public education to individuals with disabilities; or
 - d. complaints that allege facts that indicate that physical safety concerns interfere with the provision of a free appropriate public education.

Additionally, the School shall not directly or indirectly use or attempt to use the official authority or influence of the School employee for the purpose of intimidating, threatening, coercing, or attempting to intimidate, threaten, or coerce, any person, including, but not limited to, a teacher, a provider of designated instruction and services, a paraprofessional, an instructional aide, a behavioral aid, a health aid, other educators or staff of the School, a private individual or entity under contract with the School, or a subordinate of the employee, for the purpose of interfering with the action of that person at any time, to assist a parent or guardian of a pupil with exceptional needs to obtain services or accommodations for that pupil.

If the parent/guardian/student has a complaint relating to an evaluation or plan under section 504 of the Rehabilitation Act of 1973 ("section 504 plan"), the parent/guardian/student may complain to the School's administration. If that does not resolve the issue, the parent/guardian/student may make a

formal complaint to the School's section 504 designees A-L Catherine Foster, catherine.foster@cocospa.org, 925-235-1130, 2730 Mitchell Dr. Walnut Creek, CA 94598; 504 Plans: M-Z Brianna Shahvar, brianna.shahvar@cocospa.org, 925-235-1130, 2730 Mitchell Dr. Walnut Creek, CA 94598.

Filing a Complaint:

If the parent/guardian/student/organization believes that a violation of state or federal special education laws or regulations is occurring, and the issue is not resolved informally, the parent/guardian/student/organization may file a signed written complaint with the California Department of Education ("CDE"). All parties involved in the allegations will be notified when a complaint is filed, when a complaint meeting or hearing is scheduled and when a decision is made. If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or a disability, the school staff will assist the person with filing the complaint.

The complaint filed must include the following:

1. a statement that a Local Education Agency ("LEA") or other public agency has violated or failed to comply with any provision set forth above;
2. the facts on which the statement is based;
3. the signature and contact information for the complainant; and
4. if alleging violations with respect to a specific child:
 - a. the name and address of the residence of the child;
 - b. the name of the school the child is attending;
 - c. in the case of a homeless child or youth, available contact information for the child, and the name of the school the child is attending;
 - d. a description of the nature of the problem of the child, including facts relating to the problem; and
 - e. a proposed resolution for the problem to the extent known and available to the party at the time the complaint is filed.

The complaint must allege a violation that occurred not more than one year prior to the date that the complaint is received in accordance with federal regulations. The party filing the complaint must forward a copy of the complaint to the LEA or public agency serving the child at the same time the party files the complaint with the CDE.

The state complaint procedures, investigations, and reports include those provisions set forth in 34 C.F.R. sections 300.151 through 300.153.

Refusal by the complainant to provide the investigator, at any level of the investigation, with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of lack of evidence to support the allegations.

Appeal of CDE's Investigation Report

Within 30 days of the date of the CDE Investigation Report, either party may request reconsideration by the Superintendent of Public Instruction (“SPI”) or the SPI’s designee. The request for reconsideration shall specify and explain why:

1. relative to the allegation(s) of the complaint, the CDE Investigation Report lacks material findings of fact necessary to reach a conclusion of law; and/or
2. the material findings of fact in the CDE Investigation Report are not supported by substantial evidence; and/or
3. the legal conclusion in the CDE Investigation Report is inconsistent with the law; and/or
4. in a case in which the CDE found noncompliance, the required corrective actions fail to provide a proper remedy.

The CDE shall respond in writing to the request for consideration within 60 days of the receipt of the request.

Dissemination

The School will send to students, employees, parents or guardians of its students, school advisory committees, and other interested parties a notice of rights under this policy on an annual basis. Upon request, a copy of this policy will be made available free of charge and is also available on the School’s website.

Coversheet

BP 24 Board Policy Harassment, Discrimination, and Retaliation Prevention Policy

Section: VI. Board Policies
Item: H. BP 24 Board Policy Harassment, Discrimination, and
Retaliation Prevention Policy
Purpose: Vote
Submitted by:
Related Material:
BP 24 Harassment, Discrimination and Retaliation Prevention Policy.docx.pdf



SPA

**Contra Costa School of
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Policy Number: 24.121420222

Policy Type: Governing Board Policy

Policy Name: Harassment, Discrimination, and Retaliation Prevention Policy

Approved: December 14, 2022

HARASSMENT, DISCRIMINATION, AND RETALIATION PREVENTION POLICY

It is the policy of ChartHouse Public Schools dba Contra Costa School of Performing Arts “CocoSPA” or “the School” to create and maintain a work environment where employees are treated with dignity, decency, and respect. It is also the policy of CocoSPA to maintain an environment that encourages and fosters appropriate conduct among all persons and respect for individual values. Accordingly, the School is committed to enforcing this Harassment, Discrimination, and Retaliation Prevention Policy at all levels in order to create an environment free from all forms of discrimination, harassment, and retaliation. Discrimination, harassment, or retaliation based on race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy or childbirth), gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected category is unlawful and undermines the character and purpose of the School. Such discrimination, harassment, or retaliation violates School policy and will not be tolerated. This policy applies to anyone an employee of the School comes into contact with, including coworkers, third parties, supervisors, managers, and students.

Any form of retaliation against anyone who has complained or formally reported discrimination or harassment or has participated in an investigation of such a complaint, regardless of whether the complaint relates to the complaining person or someone else, will not be tolerated and violates this policy and the law.

Definitions

Discrimination: Discrimination is adverse treatment of any employee based on the protected class or category of persons to whom he/she belongs with respect to the terms, conditions, or privileges of employment including, but not limited to hiring, firing, promoting, disciplining, scheduling, training or deciding how to compensate that employee.

Harassment: Harassment is unwelcome verbal or physical conduct prohibited by law directed toward, or differential treatment of, an employee because of his/her membership (or perceived membership) in any protected group or on any other prohibited basis. The harasser can be the employee’s supervisor, a manager, a co-worker or someone who is not an employee of the School, such as a vendor, parent, or student.

Examples of such conduct include, but are not limited to:

- Offensive or degrading remarks, verbal abuse, or other hostile behavior such as insulting, teasing, mocking, degrading or ridiculing another person or group
- Racial slurs, derogatory remarks about a person's accent, or display of racially offensive symbols
- Unwelcome or inappropriate physical contact, comments, questions, advances, jokes epithets or demands
- Physical assault or stalking
- Displays or electronica transmission of derogatory, demeaning or hostile materials
- Unwillingness to train, evaluate, assist or work with an employee

Sexual Harassment: Sexual harassment is a form of harassment based on sex, including sexual harassment, gender harassment and harassment based on pregnancy, childbirth or related medical conditions. It generally involves unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of violations:

- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favors
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct: leering, making sexual gestures, displaying of suggestive objects or pictures, cartoons or posters
- Verbal conduct: making or using derogatory comments, epithets, slurs and jokes
- Verbal sexual advances or propositions
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations
- Physical conduct: touching, assault, impeding or blocking movements

Hostile Work Environment: A hostile work environment results from harassing conduct that has the purpose or effect of unreasonably interfering with an employee's work performance, or creates an intimidating, hostile or offensive work environment.

Retaliation: Retaliation is any adverse action taken against an individual (applicant or employee) because he or she filed a charge of discrimination, complaint to the School or another agency about discrimination on the job, or participated in an employment discrimination proceeding (such as an internal investigation or lawsuit), including as a witness. Retaliation also includes adverse action taken against someone who is associated with the individual opposing the perceived discrimination.

Reporting Discrimination, Harassment, or Retaliation

Any employee who believes that he or she has been the victim of discrimination, harassment, or retaliation prohibited by this policy, or any employee who has witnessed such discrimination, harassment, or retaliation, should immediately report the circumstances in accordance with the procedure set forth below. The School will investigate any conduct that violates this policy, even in the absence of a complaint, and take remedial action where appropriate.

An employee may make a complaint, written or oral, to any of the individuals listed below:

- The Human Resources Manager
- The employee's direct supervisor
- Any other supervisor

Complaints may be submitted to the Human Resources Manager by any of the following methods:

- By phone at 925-235-1330
- By email at judy.malley@cocospa.org
- By mail at 2730 Mitchell Dr., Walnut Creek, CA 94598

If the person to whom the complaint is directed has a personal relationship with the accused individual or otherwise has a conflicting interest, he or she will forward it to the Executive Director.

Any supervisor that receives any complaints of misconduct, or personally observes, learns about from others, or reasonably suspect has occurred, shall report the same to the Human Resources Manager, so that the School may attempt to resolve the claim internally.

Complaints may also be submitted to the U.S. Equal Employment Opportunity Commission (EEOC) or the Department of Fair Employment and Housing (DFEH).

Investigation and Disposition of Complaints

The School will conduct a prompt, thorough and impartial investigation that provides all parties with appropriate due process and reaches reasonable conclusions based on the evidence collected. The investigation, conducted by a qualified investigator(s), will include an interview with the alleged employee-victim. It may also include interviews with the person who made the initial report, the complainant (if not the alleged victim), the alleged wrongdoer, and/or any other person who may have information regarding the incident, each of whom is encouraged to cooperate with any investigation. The investigator may also review any relevant documents.

The School will endeavor to complete its investigation within thirty (30) days of a report of discrimination or harassment.

Confidentiality of the complaint and investigation will be kept by the School to the extent possible, but note that the investigation will not be completely confidential.

The investigator will report his/her findings to the Executive Director and/or Board of Directors. Where the investigator concludes that a violation of this policy has occurred, the Executive Director and/or Board of Directors will take prompt and appropriate remedial action, including disciplinary action. Depending upon the circumstances, disciplinary action may include, but is not limited to:

reprimand/verbal counseling, training, censure, removal of privileges, letters of warning or suspension, and termination. Discipline for a violation of this policy is not progressive, so the first violation of this policy may warrant suspension or discharge. This policy does not alter the at-will status of the employment relationship with the School.

Every complaint will trigger the creation of an investigatory file. The investigatory file will consist of the initial complaint, the final investigative report, including a record of the remedial action to be taken if any, and all documents created, used, or reviewed during the investigation. The investigatory file will be maintained with the Human Resources Manager. The progress of the investigation shall be monitored by the Executive Director through a periodic review of the investigatory file during the investigation.

Sexual Harassment Training

If any employee is interested in reviewing the DFEH's online sexual harassment training, it may be accessed without costs at this website address: dfeh.ca.gov/shpt/