



Contra Costa School of Performing Arts

Board Meeting

Date and Time

Tuesday June 25, 2024 at 5:30 PM PDT

Location

CCSPA Conference Room

Download options [More](#)

Share As: Draft Final Packet Ready

[PUBLIC](#)

Contra Costa School of Performing Arts

Board Meeting

Date and Time:

Tuesday, June 25, 2024 at 5:30 PM PDT

Location:

2730 Mitchell Dr.
Walnut Creek, CA 94598

505 Allegheny Drive
Walnut Creek, CA 94598

4229 20th Street
San Francisco, CA 94114

Zoom: <https://us06web.zoom.us/j/82316354168>

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
A. Call the Meeting to Order		Heather Vega	1 m
B. Record Attendance		Callie Tirlia	1 m
C. Establish a Quorum		Heather Vega	1 m
D. Agenda Review and Adoption		Heather Vega	1 m
The Board will review the agenda and adopt as presented or take action to change the order of items.			

II. Public Comments **5:34 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

	Purpose	Presenter	Time
<p>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.</p> <p>Speakers will be given three (3) minutes for items <i>on</i> the agenda, and two (2) minutes for items <i>not</i> 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.</p>			
A.	Items on the Agenda Public Comment regarding items on the agenda.	FYI Heather Vega	5 m
B.	Items Not on the Agenda Public Comment regarding items not on the agenda.	FYI Heather Vega	5 m
III.	Closed Session		5:44 PM
A.	Executive Director Evaluation	Discuss Heather Vega	10 m
B.	Review Potential Litigation	Discuss Heather Vega	10 m
IV.	Reconvene to Open Session		6:04 PM
A.	Report out on Action Taken in Closed Session	Discuss Heather Vega	5 m
V.	Consent Agenda		6:09 PM
<p>Items listed under the Consent Agenda are considered routine and will be approved by a single motion. There will be no separate discussion of these items; however, any item may be removed from the Consent Agenda upon the request of a member of the Board or Executive Director and acted upon separately.</p>			
A.	Consent Agenda Items Minutes DMS Contract Employee Handbook	Vote Heather Vega	5 m
VI.	Finance		6:14 PM

	Purpose	Presenter	Time
A. Budget for School Year 2024 - 2025	Vote	Catherine Foster, Candice Phillips, Charles Hill, Debbie Howard	25 m
Review and vote on budget.			
B. Contract Negotiations	Vote	Candice Phillips, Catherine Foster	10 m
Review of upcoming contracts and vote as needed. EdTec Custodial			
C. Bondholder Loan Terms	FYI	Heather Vega, Charles Hill	5 m
VII. Other Business			6:54 PM
A. Executive Summary	Discuss	Catherine Foster, Candice Phillips	5 m
The Executive Director will provide an update on enrollment, attendance, academic progress, safety and culture as well as other matters and needs.			
B. LCAP for School Year 2024-2025	Vote	Catherine Foster	15 m
Review and approval of Local Control Accountability Plan for 2024 - 2025.			
C. Employee Sick Policy School Year 2024-2025	Vote	Catherine Foster, Debbie Howard	10 m
Review and vote on update to employee sick day policy.			
D. Cell Phone Policy School Year 2024-2025	Vote	Catherine Foster	10 m
Review and vote on proposed cell phone policy for school year 2024 - 2025.			
E. Organization Chart School Year 2024 - 2025	Vote	Catherine Foster	5 m
Review and vote on the organization chart.			
F. Executive Director Compensation Study	Vote	Heather Vega	10 m
Review and vote on compensation study.			
G. Executive Director Agreement School Year 2024-2025	Vote	Heather Vega	10 m

	Purpose	Presenter	Time	
	Review and vote on the agreement.			
H.	Board Meeting Schedule School Year 2024-2025	Vote	Heather Vega	15 m
I.	Board Member Terms Renewals/Resignations	Vote	Heather Vega	10 m
J.	Board Member Recognition		Heather Vega	5 m
VIII.	Closing Items			8:29 PM
A.	Adjourn Meeting	Vote		

Coversheet

Consent Agenda Items

Section: V. Consent Agenda
Item: A. Consent Agenda Items
Purpose: Vote
Submitted by:
Related Material: 2024_04_22_board_meeting_minutes.pdf
2024_05_21_board_meeting_minutes.pdf
2024_06_11_study_session_minutes.pdf
CoCoSpa___DMS_Business_Services_Agreement_2024__1_.pdf
Employee Handbook 2023-2024 (revision notes) (1).pdf
Employee Handbook 2024-2025 .pdf

DRAFT



Contra Costa School of Performing Arts

Minutes

Board Meeting

Date and Time

Monday April 22, 2024 at 5:30 PM

Location

CCSPA Conference Room

Download options [More](#)

Share As: Draft Final Packet Ready

[PUBLIC](#)

Contra Costa School of Performing Arts

Board Meeting

Date and Time:

Monday, April 22, 2024 at 5:30 PM PDT

Location:

2730 Mitchell Dr.
Walnut Creek, CA 94598

505 Allegheny Drive
Walnut Creek, CA 94598

4229 20th Street
San Francisco, CA 94114

Zoom: <https://us06web.zoom.us/j/82316354168>

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.

Directors Present

A. Mbonisi, C. Hill, G. Ponikvar, H. Vega, L. McPhatter-Harris, M. Hennessy (remote)

Directors Absent

None

Ex Officio Members Present

C. Foster

Non Voting Members Present

C. Foster

Guests Present

C. Phillips (remote), C. Tirlia

I. Opening Items**A. Call the Meeting to Order**

H. Vega called a meeting of the board of directors of Contra Costa School of Performing Arts to order on Monday Apr 22, 2024 at 5:36 PM.

B. Record Attendance

C. Establish a Quorum

Quorum Established at 5:36PM by Heather Vega

D. Agenda Review and Adoption

Heather is proposing to move V-B "Contract Negotiations" to VI-E (below VI-D "Proposed Agreement to Smart Management Schools")

C. Hill made a motion to Approve move V-B "Contract Negotiations" to VI-E (below VI-D "Proposed Agreement to Smart Management Schools").

G. Ponikvar seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

G. Ponikvar	Aye
A. Mbonisi	Aye
C. Hill	Aye
L. McPhatter-Harris	Absent
H. Vega	Aye
M. Hennessy	Aye

II. Closed Session

A. Review Potential Litigation

Lynna entered the meeting at 5:43pm.

III. Reconvene to Open Session

A. Report out on Action Taken in Closed Session

Reconvened to Open Session at 6:10pm by Heather Vega

No action taken during closed session.

IV. Public Comments

A. Items on the Agenda

Tasha Tervalon discussed raising money through Ensemble. Tasha discussed fundraising for the year of 2024-2025 and told the board how parents are hopeful and willing to help take over fundraising aspects for the school. Tasha would like better communication in letting parents know that there is no fund for the departments at the beginning of the school year. Tasha would also like to know a more specific number of

how much the school needs to raise so they know what their overall goal is. Tasha proposed a board-parent liaison to help better the communication between the board and parents.

B. Items Not on the Agenda

No public comments were made during this time.

C. Minutes

L. McPhatter-Harris made a motion to approve the minutes from Board Meeting on 02-27-24.

C. Hill seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

C. Hill	Aye
M. Hennessy	Aye
L. McPhatter-Harris	Aye
H. Vega	Aye
A. Mbonisi	Aye
G. Ponikvar	Aye

L. McPhatter-Harris made a motion to approve the minutes from Board Meeting on 03-26-24.

C. Hill seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

A. Mbonisi	Aye
H. Vega	Aye
L. McPhatter-Harris	Aye
M. Hennessy	Aye
G. Ponikvar	Aye
C. Hill	Aye

V. Finance

A. CBO Updates

Debbie began presenting the CBO updates and data reports through March 2024.

VI. Other Business

A. Executive Summary

Catherine presented the Executive Summary.

Student total population 351. Attendance is at 93%.

SPA has multiple different strategies and current plans to recruit new students.

Catherine updated the board in Safety and Security as well as informed the board on the 4/17 county wide bomb threat.

Catherine has events planned for the school to celebrate community and culture within the school.

B. Approval of Correction to School Year 24-25 Calendar

Cathrine edited the calendar for May and June to say 2025 not 2024.

L. McPhatter-Harris made a motion to Approve the 2024-2025 Academic Calendar.

G. Ponikvar seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

C. Hill Aye

G. Ponikvar Aye

H. Vega Aye

M. Hennessy Aye

A. Mbonisi Aye

L. McPhatter-Harris Aye

C. Approval of Employee Work Calendars

Catherine proposed the three staff calendars for 2024-2025. Catherine proposed a 185 workday calendar, 215 workday calendar and 224 workday calendar.

The board will be taking this information and the proposed calendars to figure out how the proposed calendars will affect SPA going forward.

No action was taken at this time.

D. Proposed Agreement with Smart Management Schools

Tom Torkelson began the presenting the proposed agreement with Smart Management Schools. Tom presented the different ideas and strategies he has to help improve the school and have it performing at its best level.

L. McPhatter-Harris made a motion to support Heather in finalizing the contract with Tom.

C. Hill seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

C. Hill	Aye
G. Ponikvar	Aye
M. Hennessy	Aye
H. Vega	Aye
L. McPhatter-Harris	Aye
A. Mbonisi	Aye

E. Contract Negotiations

The board reviewed the contract with Mariposa.

M. Hennessy made a motion to Approve the contract with Mariposa Consulting Group.

L. McPhatter-Harris seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

L. McPhatter-Harris	Aye
A. Mbonisi	Aye
C. Hill	Aye
H. Vega	Aye
G. Ponikvar	Aye
M. Hennessy	Aye

VII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:16 PM.

Respectfully Submitted,
H. Vega



Contra Costa School of Performing Arts

Minutes

Special Board Meeting

Date and Time

Tuesday May 21, 2024 at 7:30 PM

Location

Virtual

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.

Board meeting will be held virtually.

*Adding a zoom location per Brown Act, each member attending via zoom will post the agenda in their window, announce their address, and announce if there is anyone over the age of 18 attending with them.

5505 Iowa Drive
Concord, CA 94521

490 Lake Park Drive
Oakland, CA 94610

4040 Hope Ave
Concord, CA 94521

505 Allegheny Dr
Walnut Creek, CA 94598

425 Castle Rock Rd
Walnut Creek, CA 94598

2121 Chicory Drive
Oakley, CA 94561

4229 20th Street
San Francisco, CA 94114

Zoom: <https://us06web.zoom.us/j/82316354168>

Directors Present

A. Mbonisi (remote), C. Hill (remote), G. Ponikvar (remote), H. Vega (remote), L. McPhatter-Harris (remote), M. Hennessy (remote)

Directors Absent

None

Ex Officio Members Present

C. Foster (remote)

Non Voting Members Present

C. Foster (remote)

Guests Present

C. Tirlia (remote)

I. Opening Items

A. Call the Meeting to Order

H. Vega called a meeting of the board of directors of Contra Costa School of Performing Arts to order on Tuesday May 21, 2024 at 7:34 PM.

B. Record Attendance

C. Establishment of Quorum

Quorum established at 7:34pm by Heather Vega

D. Agenda Review and Adoption

M. Hennessy made a motion to Approve the agenda as proposed.

L. McPhatter-Harris seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

C. Hill	Aye
H. Vega	Aye
A. Mbonisi	Aye
M. Hennessy	Aye
L. McPhatter-Harris	Aye
G. Ponikvar	Aye

II. PUBLIC COMMENTS

A. Items on the Agenda

No public comments were made at this time.

B. Items not on the Agenda

No public comments were made at this time.

III. Other Business

A. Contract Agreement

Heather Vega explained the terms that were refined/alterd in between the contract that was proposed in the April contract with SMART and the draft that was lined out at this May 21st special board meeting.

Heather presented the grammatical edits that will need to be implemented throughout the contract between Charthouse and SMART.

M. Hennessy made a motion to Accept the agreement with Heather's revisions.

G. Ponikvar seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

H. Vega Aye

L. McPhatter-Harris Aye

A. Mbonisi Aye

C. Hill Aye

G. Ponikvar Aye

M. Hennessy Aye

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:45 PM.

Respectfully Submitted,

H. Vega

DRAFT



Contra Costa School of Performing Arts

Minutes

Study Session

Date and Time

Tuesday June 11, 2024 at 3:00 PM

Location

Virtual > <https://us06web.zoom.us/j/82316354168>

4040 Hope Ave
Concord, 94521

2730 Mitchell Drive
Walnut Creek, CA 94518

4855 Hopyard Rd, Suite C3
Pleasanton, CA 94588

80 Swan Way, Suite 300
Oakland, CA 94621

2121 Chicory Drive
Oakley, CA 94561

490 Lake Park Drive
Oakland, CA 94610

505 Allegheny Dr
Walnut Creek, CA 94598

Because this is a Special Board Meeting, the public may only address the Board regarding items on this meeting's agenda. 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 Vice-chairperson prior to the Call to Order. Speakers will be given three minutes for items on the agenda (comments will not be taken for items not on the agenda). 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 www.charthouseps.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 48 hours notice is provided via email (charthousepublicschools@gmail.com).

Directors Present

A. Mbonisi (remote), C. Hill (remote), G. Ponikvar (remote), H. Vega (remote), L. McPhatter-Harris (remote)

Directors Absent

M. Hennessy

Ex Officio Members Present

C. Foster (remote)

Non Voting Members Present

C. Foster (remote)

Guests Present

C. Phillips (remote), C. Tirlia (remote)

I. Opening Items**A. Record Attendance****B. Call the Meeting to Order**

H. Vega called a meeting to order on Tuesday Jun 11, 2024 at 3:07 PM.

C.

Establish Quorum

Quorum established at 3:07pm by Heather Vega.

D. Agenda Review and Adoption

C. Hill made a motion to adopt the agenda as presented.

L. McPhatter-Harris seconded the motion.

The team **VOTED** to approve the motion.

Roll Call

L. McPhatter-Harris	Aye
M. Hennessy	Absent
H. Vega	Aye
A. Mbonisi	Aye
G. Ponikvar	Absent
C. Hill	Aye

II. Public Comments

A. Items on the Agenda

Tasha Tervalon asked when there will be time to have conversations not specifically related to today's study session. Tasha then elaborated about her concern for the future budget and when parents could get involved in discussions on how to improve the school.

III. Financial Update

A. 24-25 Budget Review

Heather explained the details of this study session and how this meeting is about the budget for the future of the school.

Candice and Debbie introduced the Budget Review for today's meeting.

Debbie presented the budget comparisons that were updated in version 13 of the budget review.

Catherine followed up with the staffing updates for 2024-2025.

Debbie also summarized that this budget is not projected to meet the 4% savings at the end of year until the end of the year.

Heather and Charles raised questions about the cashflow intake and balance to help improve reserves. Charles also asked questions regarding how will the school maintain with the budget it has if the school does not increase its student numbers drastically.

Catherine elaborated on the program cuts that are being put into place in order to save money.

Candice, Debbie, Charles and Heather discussed the different options and plans to move forward with this budget with retention and recruitment going forward.

Greg Ponikvar entered the meeting at 4:19pm

Catherine elaborated on recruitment efforts that are being worked on by various employees.

Adiagha requested weekly student enrollment updates from Catherine.

Catherine reviewed the 2024-2025 CoCoSPA Staff Organization Chart.

Overall, the board is optimistic but still needs to review all budget breakdowns before the board is fully confident is creating decisions based on a finalized budget.

The board would like to have a finalized budget proposal and will need to circle back around June 20th to finalize a proposed budget.

IV. Reconvene to Open Session

A. Report Out on Action Taken in Closed Session

The board approved the Public Employee Employment/Discipline/Dismissal Release.

The meeting lost Quorum at 5:05pm.

V. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:06 PM.

Respectfully Submitted,
H. Vega

AGREEMENT FOR
CHARTER SCHOOL BUSINESS & ADMINISTRATIVE SERVICES
DATED AS OF MAY 16, 2024 (THE "EFFECTIVE DATE")

THIS AGREEMENT FOR CHARTER SCHOOL BUSINESS & ADMINISTRATIVE SERVICES (this "Agreement"), between **CONTRA COSTA SCHOOL OF PERFORMING ARTS**, to which reference is made herein as the "School", and **DELTA MANAGED SOLUTIONS, INC.**, to which reference is made herein as "DMS," is entered into between the parties in connection with charter school business and administrative services to be provided by DMS to the School, as described in the Scope of Services attached hereto.

1. **Services.** The School hereby engages DMS as an independent contractor during the Term (as defined below), and DMS hereby accepts such engagement, to perform, as requested by the School, those services set forth in the Scope of Services attached hereto as **Exhibit A** (the "Scope of Services," and the foregoing services, the "Services"). The School acknowledges and agrees that DMS may perform the Services at any suitable time and location as DMS chooses.

2. **Representations, Warranties and Covenants of DMS.** DMS hereby represents, warrants and covenants to the School that:
 - A. DMS shall not receive a fee from any source other than the School for the Services, except as may be disclosed to the School in writing, and has no arrangement with respect thereto with any party other than the School regarding such Services.
 - B. Upon the expiration or termination of this Agreement, DMS shall return to the School any and all property, documentation, records and confidential information that is the property of the School.
 - C. DMS is an independent private business and is not acting in any other professional capacity than as represented in this Agreement and the Scope of Services.

3. **Agreements of DMS.** DMS hereby agrees as follows:
 - A. DMS will provide, as requested by the School, Services that reasonably conform to the Scope of Services. The School shall have thirty (30) days following the performance of any Services or the delivery of any work product in order to notify DMS of any alleged non-conformity in such Service or work product (any such notice, a "Notice of Non-Conformity"). Promptly following its receipt of a Notice of Non-Conformity, DMS shall undertake commercially reasonable efforts to correct such non-conformity by re-performing the Service or re-delivering the work product, as applicable. The foregoing re-performance by DMS shall be the School's sole remedy with respect to any non-conforming work product or Services under this Agreement. All Services or work product shall be deemed to have fully conformed with the Scope of Services if a Notice of Non-Conformity is not received within such thirty (30)-day period.
 - B. In providing such Services, DMS will make available the experience of its organization so as to represent the School.

Charter Business Services Agreement
Page 2 of 10

- C. During the Term, DMS may represent, perform services for, and contract with as many additional clients, persons or companies as DMS, in its sole discretion, sees fit, provided that such performance does not interfere with DMS’s performance of the Services under this Agreement.
- 4. **Term of the Agreement.** The term of this Agreement shall be **twelve (12)** months, for the period beginning on **July 1, 2024**, and ending on **June 30, 2025** (such period, the “Term”), unless earlier terminated in accordance with Section 10.
- 5. **Compensation.** DMS shall receive the following amounts in consideration of its performance of the Services:
 - A. **Services Fee.** The school shall pay to DMS a service fee equal to **2.85%** of **total annual School revenues** for each fiscal year during the Term of this Agreement (the “Service Fee”), paid in equal monthly installments for each month during the Term of this Agreement beginning with the first month of the Term and payable on the 1st of each month. Monthly payments shall be pro-rated based on the most recent approved School budget available (the “Initial School Budget”) and include any adjustments needed for changes in projected revenues throughout that fiscal year. The final calculated Service Fee payable to DMS for each July-June fiscal year during the Term shall be based on final Unaudited Actuals using P-2 Average Daily Attendance (ADA) as originally reported, and the School shall make a true-up payment to DMS equal to the difference between the Services Fee as calculated using the Initial School Budget and as calculated using the Unaudited Actuals, which shall be payable to DMS within thirty (30) days of the finalization of the Unaudited Actuals. Notwithstanding the foregoing, Service Fees are calculated based on originally reported P-2 ADA, and any subsequent reductions to revenues due to ADA reductions shall not result in a corresponding reduction of Services Fees for the applicable year.

DMS’s Services Fee covers all Services set forth in the Scope of Services attached hereto and unless expressly provided in the Scope of Services includes all travel and other out-of-pocket costs. Additional services (including but not limited to: financing/cash flow loan services and private grant application and management services, STRS/PERS back reporting) may be made available to the School at an additional cost, to be negotiated between DMS and the School via separate agreement prior to the incurrence of such additional services.

- 6. **Contract Renewal.** This Agreement shall be renewable for consecutive single or multiple fiscal year terms by the mutual agreement of the parties, if pursuant to DMS’s discretion the School qualifies for a multiple fiscal year agreement, each such term beginning at the end of the prior period’s agreement. Pricing for future years will be negotiated at the time of renewal.
- 7. **Entire Agreement; Amendments.** This Agreement is the entire agreement between the parties respecting the subject matter hereof and supersedes any and all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may be amended only in a writing signed by all of the parties hereto. This Agreement is renewable by amendment, subject to all terms and conditions herein unless otherwise agreed by the parties.
- 8. **Assignment.** This Agreement may not be assigned by either party hereto without the written consent of the other party.

Charter Business Services Agreement
Page 3 of 10

9. **Notice.** During the term of this Agreement, the School shall not seek any third party to perform alternative services for the School which would in any way reduce the Services to be performed under this Agreement, as described in the Scope of Services attached hereto, without the prior written consent of DMS, which shall not be unreasonably withheld.

10. **Termination.** Termination of this Agreement may occur upon one of the following:

A. **Material Breach:** Either party hereto may terminate this Agreement for cause, which shall mean a material breach by the other party of any of their representations, warranties, covenants or obligations under this Agreement, upon written notice to the other party. Such termination shall be effective: (i) five (5) days following the other party's receipt of such notice if such breach is based on the failure to pay any fee hereunder; or (ii) thirty (30) days following the other party's receipt of such notice for any other breach, in each case if such breach remains uncured following the expiration of such period. Upon termination by either party, DMS shall be paid compensation as described under Paragraph 5, Compensation, above incurred through the date of termination.

B. **School Closure:** This Agreement shall be terminated upon school closure. Such termination shall be effective: one full month past the school closure date. DMS shall be paid compensation as described under Paragraph 5, Compensation, above incurred through the date of termination. DMS services will cease upon termination date.

1. Closure services are not included in early termination of this agreement and shall be agreed upon under a new agreement.

11. **Information.**

A. **Ownership and Accuracy.** The School, its officials, staff, and board will be providing DMS various data, records, studies, computer print-outs and other information and representations as to the facts relating to the School and its operations. DMS will be using and relying upon such data, records, studies, computer print-outs and other information provided by the School in the preparation of DMS's work products. All such data, records, studies, computer print-outs and other information, and compilations created therefrom, are considered as and shall remain the property of the School. DMS shall not be obligated to establish or verify the accuracy or completeness of the information furnished to DMS by the School, its officials, staff, or board, and DMS bears no liability for any such information ultimately deemed to be false, misleading, inaccurate, violating the intellectual property rights of any third party, or otherwise violating any law, regulation or order. In the event of any such determination, the School shall defend, indemnify and hold DMS harmless from and against any claim, suit, proceeding or loss, damages, or liability of any kind arising from or related to the information provided by the School, its officials, staff, and board to DMS.

B. **Confidentiality.** The School and DMS agree that each will ensure no use, dissemination, or disclosure of any confidential information of the other party to any person, firm or business, except as necessary to perform the obligations or exercise the rights or privileges of the receiving party set forth in this Agreement and the Scope of Services, and then only as agreed by the parties. Each party agrees it will receive all confidential information in trust and confidence and

Charter Business Services Agreement
Page 4 of 10

it will treat all confidential information with the same degree of care as it accords to its own confidential information of like sensitivity, but in no event less than a reasonable level of care.

12. **Standards.** DMS shall perform the Services in accordance with competent professional standards within the industry in which DMS practices. DMS shall not be liable for mistakes of judgement or other actions taken in good faith unless such error results from an intentionally wrongful or grossly negligent act of DMS. The liability of DMS to the School for any breach of these standards arising out of or related to this Agreement or the Services performed hereunder shall not exceed the total amount of the fees paid to DMS under this Agreement.
13. **Severability.** If any provision of this Agreement is unenforceable or invalid under any applicable law or is so held by applicable court decision(s), such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such unenforceable or invalid provision shall be changed by the parties and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision as originally contemplated by the parties within the limits of applicable law or court decision(s).
14. **Waiver.** The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter unless otherwise agreed by the parties in writing; nor shall the waiver by either party of a breach of any provision hereof by the other party be taken or held to be a waiver of the provision itself with respect to subsequent breaches thereof unless otherwise agreed by the parties in writing.
15. **Counterparts; Scan/Facsimile.** This Agreement may be signed in counterparts and shall be effective against signatures by scan/facsimile (in an email, PDF or otherwise). Each counterpart when so executed shall constitute an original and all of which together shall constitute one and the same instrument.
16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California. DMS and the School agree that no legal action may be brought against the other party regarding any alleged breach of this Agreement more than two (2) years after the date the claim giving rise to such action became known by the party asserting the claim or exercising reasonable diligence should have been known to that party.
17. **Independent Contractor.** DMS's relationship to the School is and shall remain at all times during the Term as that of an independent contractor. Nothing in this Agreement or in the activities contemplated by the School and DMS shall be deemed to create an agency, partnership, employment, or joint venture relationship between the School and DMS. The School acknowledges that DMS is not an accounting or law firm, and no services or written or oral communications made by DMS during the course of providing services are or should be construed as tax or legal advice. DMS neither assumes nor underwrites any liability of the School and acts only as a provider of the Services, which are ministerial in nature. In the event the School hires an employee of DMS within six (6) calendar months of that employee working for DMS, the School shall pay to DMS a finder's fee equal to twenty-five percent (25%) of (i) the employee's annual salary at time of hire as paid by the School, or (ii) the employee's most recent annual salary at DMS, whichever is greater, and which shall be due and payable to DMS immediately upon hire and which obligation survives the termination of this Agreement.

Charter Business Services Agreement
Page 5 of 10

18. **Government Code.** DMS and its representatives are not public officials or participating in governmental decisions, as those terms are used in Section 87100 of the California Government Code or otherwise. No actions or opinions necessary for the performance of DMS’s duties under this Agreement will cause DMS to be a public official or to be participating in governmental decisions, as those terms are used in Section 87100 of the California Government Code or otherwise.

IN WITNESS WHEREOF, this Agreement has been executed and delivered for and in the names and on behalf of the School and DMS as of the date set forth above.

CONTRA COSTA SCHOOL OF PERFORMING ARTS

DELTA MANAGED SOLUTIONS, INC.

By: _____

By: _____

Name:

Name: Joanne Fountain

Title:

Title: Chief Executive Officer

EXHIBIT A

CONTRA COSTA SCHOOL OF PERFORMING ARTS / DELTA MANAGED SOLUTIONS, INC. SCOPE OF SERVICES

In performing under this Agreement, DMS shall perform services that reasonably conform to those as described below:

FISCAL SERVICES:

- ❖ DMS shall provide and administer a comprehensive web-based accounting system, including all requisite fund accounting and general ledger and accounts payable/receivable modules (the "Accounting System"). The Accounting System will be fully SACS-compliant and capable of producing standardized SACS reports for financial reporting to the School's authorizer and other public agencies as required. The Accounting System will be accessible for viewing by authorized School staff, state and local entities for review and audit reconciliation. The School shall be responsible for the cost and maintenance of the hardware and/or software and any other costs, if any, to establish any local internet connections to access the web-based Accounting System from the school site.
- ❖ DMS shall provide ongoing regular reporting of fiscal status to the School's board and staff. This shall include attendance at select board meetings requiring DMS participation. Such attendance may be by electronic means. Board meeting attendance, whether electronic or in-person, is limited to events requiring DMS participation, and a DMS representative will not be required to generally attend every board meeting. The School shall be responsible for timely notifying DMS of scheduled board meetings at which DMS attendance is requested. The School must specifically request actual attendance in writing, and absent circumstances warranting special/emergency board meetings, timely notification shall be one (1) week in advance absent prior scheduling conflicts. DMS must be provided the board agenda for review of DMS-related items prior to public posting.
- ❖ DMS shall coordinate and assist with the School's budgeting process, including preparation of the original budget and all interim budgets, revising and discussing with School staff and/or Finance Committee members (if applicable), providing professional advice on actual and projected line-item revenues and expenditures, attending budget approval board meetings if needed, and preparation and filing of authorizer-required and State-required budget forms.
- ❖ DMS shall provide advisory services in relation to the School's monthly cash flow needs, including computation of expected monthly revenues based on current and projected Average Daily Attendance (ADA) (as provided by the School), coordination of expenditure timing to match revenue flow (see Scope of Services - Purchasing/Procurement below) and other similar services as required. DMS may, at its own discretion, advance funds to the School to cover short-term working capital needs. Generally, this would only be done to meet crucial payroll expenditures when the School will be receiving other revenues close in time. In such event, DMS shall be repaid from the first available funds received by the School after the advance, unless DMS consents, at its own discretion, to a later payment date. DMS consent to a later payment date shall not in any way excuse the School from full repayment of any advance. Any such advances shall not carry an interest rate or origination fees. DMS can coordinate long term cash flow financing for the School, if requested and subject to the School's qualification, for an additional fee to be determined at such time via separate agreement.

Charter Business Services Agreement**Page 7 of 10**

- ❖ DMS shall assist the School in developing a satisfactory system of financial controls to ensure financial stability, including working with the School to develop a Fiscal Procedures & Policies Manual, if requested. School staff is responsible for implementing the accounting and fiscal controls and procedures as outlined in the School's approved policies and procedures.
- ❖ DMS shall assist the School in establishing and maintaining an external bank account(s) outside of the County Treasury and will administer and reconcile all banking transactions through this external bank account(s) and the School's County Treasury account(s). Accounts will be held in the School's name; DMS will hold no School bank account(s), nor be a signatory on School account(s).
- ❖ DMS shall work directly with the School's chosen independent auditor regarding the School's annual audit to ensure all necessary financial information is provided in a full and timely manner. DMS shall not be involved in the attendance portion of the audit except to prepare reports using attendance data provided by the School (see Scope of Services - Compliance/Reporting below) and to provide copies of the School's P-1, P-2, and Annual ADA reports to the auditor as needed.

PAYROLL SERVICES/RISK MANAGEMENT:

- ❖ DMS shall provide the School with a comprehensive payroll system, including calculation and payment of all federal and state payroll tax liabilities, California State Teachers' Retirement System (STRS) and Public Employees' Retirement System (PERS) contribution calculations and payments (if applicable), and other benefits calculations and payments directly related to payroll processing. The payroll system supports 401a/403b/457 plan payment processing if the School offers such plans as a benefit to employees, and DMS processes all such contributions in coordination with the School's 401a/403b/457 third party administrator (TPA). DMS services do not include 401a/403b/457 TPA duties, which should be performed by a TPA specializing in this area to ensure continuing qualification of such plans under the Internal Revenue Code. DMS services do not include back reporting or correcting California State Teachers' Retirement System (STRS) and Public Employees' Retirement System (PERS) outside of the applicable contracted term unless the back reporting falls within a prior contracted term.
- ❖ DMS shall assist the School in obtaining any necessary accounts for payroll tax payment and reporting and shall coordinate payment of federal and state payroll taxes and filing of federal and state payroll tax reporting as the School's Reporting Agent. Legally, the School is still obligated to ensure timely filing of returns and payment of any taxes due, even if it uses a Reporting Agent. DMS shall not generally be responsible for reporting pursuant to the Affordable Care Act (ACA) to the extent such reporting is based on information for which the School's healthcare broker is responsible. DMS can print ACA reporting if all such data required for the reporting is available in the accounting system referenced in this Scope of Services, based on DMS discretion, or based on data provided by the School's healthcare broker if the data is provided in an acceptable uploadable format for the accounting system.
- ❖ DMS shall assist the School in obtaining any necessary accounts for STRS/PERS reporting, which DMS shall file pursuant to required procedures for such reports in the School's county(ies).
- ❖ DMS shall work with the School's bank to establish direct deposit of employee pay if the School's bank allows such electronic transactions via upload. The School's bank must allow for upload, rather than manual entry, of direct deposit files.
- ❖ DMS shall provide advice at the School's request regarding employee hiring, leave, and termination practices as related to payroll services, including recommending federal and state employment documents if requested, assisting the School in establishing a California Department of Justice account for LiveScan fingerprinting if not already established, and responding to basic credentialing questions, and shall advise the School to seek legal or other professional counsel regarding such matters when appropriate. These

Charter Business Services Agreement
Page 8 of 10

services do not include performing credential or human resources audits and do not include COBRA, 401a/403b/457, or ACA third party administration duties.

- ❖ DMS shall assist the School in researching and obtaining appropriate employee benefits and insurance packages, including coordinating between staff and insurance plan providers, and will assist in soliciting alternative providers for better rates and/or services at the School's request. DMS functions only as a facilitator/advocate on behalf of the School, is not an insurance provider or broker, and receives no commissions or referral fees from third party providers for this assistance to the School.
- ❖ DMS shall assist the School in researching and obtaining appropriate insurance policies for liability, property, workers' compensation, and other insurance necessary for operation of the School and shall assist in soliciting alternative providers for better rates and/or services at the School's request. DMS functions only as a facilitator/advocate on behalf of the School, is not an insurance provider or broker, and receives no commissions or referral fees from third party providers for this assistance to the School.

PURCHASING/PROCUREMENT:

- ❖ The School shall be responsible for initial creation and approval of all purchases, including inputting such orders into the accounting system. The School is solely responsible for ensuring that all items ordered are suitable for public educational purposes (e.g. non-religious materials). Once purchases are approved by the School's authorized staff, the School shall further be responsible for delivering approved purchase orders (POs) to vendors (i.e. placing the order). All POs shall reflect School as the shipping and billing address (which may include School staff addresses for shipping if authorized by School). Once the order is received by the School, School staff is responsible for marking items as received, including marking items as received in the accounting system.
- ❖ Invoices shall be sent to the School. Once School approves invoices for payment, the School shall forward all invoices to DMS via DMS SHARE within five (5) business days of receipt. DMS shall enter all invoices into the accounting system for payment, matching invoices to existing approved and received POs where applicable. For invoices without a corresponding PO, the School's submission of the invoice to DMS via SHARE shall be considered approval for payment.
- ❖ Assuming School has adequate cash flow, at least every ten (10) business days, DMS shall prepare a payment voucher containing all approved invoices to date, print all checks, and deliver all checks to School via overnight service (if available in the School's geographic area) for review, signature and delivery to vendors, integrating accounts payable with Fiscal Services as described in this Scope of Services for payment timing optimization and coordination of purchasing activities to coincide with timing of revenue limit receipts.
- ❖ DMS shall make all received invoices sent directly to DMS by the vendor available in PDF format to the School via password-protected access to DMS SHARE, so that authorized School staff may review all current and prior invoices online (dating back to the first non-implementation month of DMS-provided services to the School). Scanning and uploading of such invoices shall generally occur within no more than ten (10) business days of receipt of invoice by DMS absent extenuating circumstances.
- ❖ Throughout the purchasing and accounts payable process, all account activity will be visible to School staff on the accounting system, showing the amount paid from each account code, including from individual student accounts if any. The point at which transactions become visible in the accounting system depends on the purchasing method chosen by the School.
- ❖ On a monthly basis, DMS shall prepare and deliver a summary and detail warrant report to the School's Board for review and approval on the Board's consent agenda, showing all non-payroll-related payments

Charter Business Services Agreement
Page 9 of 10

made in the prior month. Payroll registers and evidence of payroll payments are available at any time for authorized School staff review and a payroll register detail is provided to the School staff with each pay run, but these are not part of the monthly summary and detail warrant register sent to the Board for review and approval.

- ❖ School is responsible for aligning all purchases with Board-approved purchasing policies and obtaining all required board approval or ratification for purchased items. All employee reimbursements must be accompanied by School approval for payment. Employee reimbursements will be processed in the same manner as vendor invoices but prioritized for payment at the earliest available payment batch.
- ❖ DMS shall reconcile purchasing activities with the School's external banking account(s). Accounts will be held in the School's name; DMS will hold no School bank account(s), nor be a signatory on School account(s).
- ❖ School shall minimize the use of on-site checks to critical time-sensitive payments only. In the event the School must use an on-site check, School shall immediately provide DMS with a scanned copy of the check and documentation of the item paid, at the time of the on-site check writing. School agrees to provide DMS with view-only online access to all School bank accounts (including credit card accounts).
- ❖ DMS shall assist School in obtaining a business credit card for use by School staff, if requested and subject to the School's qualification. School shall not use debit cards linked to the School's main operating account unless no credit card accounts can be obtained. For credit card purchases, DMS shall consider the credit card statement as the invoice for recordkeeping and audit purposes and shall consider receipt of the statement as authorization for payment of the credit card balance in full. All underlying receipts and documentation for individual credit card purchases shall be retained by School staff on-site.
- ❖ At the School's request, DMS shall assist the School in developing and approving a fixed asset capitalization policy, clarifying what items constitute fixed assets for accounting purposes. The School shall implement and maintain an updated on-site physical inventory of fixed and non-capitalized assets based on the approved policy and shall provide appropriate reporting to DMS of such inventory in order to coordinate with Fiscal Services as described in this Scope of Services. DMS shall be responsible for maintaining the fixed asset register in the accounting system, computing depreciation and average life, and coordinating such fixed asset register with auditors during the School's annual audit.

COMPLIANCE/REPORTING:

- ❖ At the School's request, DMS shall assist the School in preparing and submitting all state-required attendance reports, including but not limited to 20-day, P-1, P-2, and Annual ADA reports, from raw attendance data provided by the School. DMS shall have no responsibility for verifying the accuracy of raw attendance data as provided or for preparing weekly or monthly attendance summaries from the School's student information system.
- ~~❖ DMS shall assist the School in preparing and submitting all CALPADS reporting, including but not limited to Fall 1, Fall 2, EOY 1, 2, 3, and 4, from raw data provided by the School. DMS shall have no responsibility for verifying the accuracy of the raw data as provided by the school.~~
- ❖ DMS shall assist the School as needed with submitting the Consolidated Application and Reporting System (CARS) reporting, federal Cash Management quarterly reporting, SB740 funding determination forms and/or Facility Grant applications, special education maintenance of effort (MOE) reporting, Quarterly Benchmark Reporting under the Public Charter Schools Grant Program, ESSA per-pupil expenditure (PPE) reporting, and related state and federal program compliance and budget reporting. School shall be responsible for all other CALPADS data and reporting not specified above, LCAP creation (except for minimum proportionality percentage calculations and goal/service expenditure estimates or equivalent

Charter Business Services Agreement
Page 10 of 10

LCAP financially-related reporting, which DMS shall provide), SARC preparation (except for per-student expenses and teacher salary information which DMS shall provide), and all State-mandated testing. School shall be responsible for forwarding any requests for information or submittals received from the California Department of Education (CDE) (or other agencies to which the School is required to provide a response), for which the School requests DMS's assistance in providing response for any financially related portions, to DMS's offices immediately upon receipt.

- ❖ DMS is not responsible for preparation or submittal of federal and state income tax forms relating to the School's tax-exempt status, including but not limited to IRS Form 1023, IRS Form 990, FTB Form 3500, and FTB Form 199. These forms are generally handled by the School's attorney or independent auditor, respectively. DMS shall timely provide all financial information requested by the School, attorney, or independent auditor to timely complete these filings.

DMS and the School shall be jointly responsible for training of the School, its officials, and staff regarding the use of any software or ministerial coordination required between DMS and the School. The School, its officials, staff, and parents agree to comply with and adhere to any licensing requirements of any and all software acquired and implemented by DMS according to all terms and conditions of use for such software.

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



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

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

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 Callie Tirlia, Human Resources.
Retain this Handbook for your reference.**

Contra Costa School of Performing Arts Employee Handbook

2720 Mitchell Dr.,
Walnut Creek, CA 94598
925-235-1130

Table of Contents

EMPLOYEE HANDBOOK OVERVIEW	1
COCOSPA MISSION & VISION.....	2
Mission	2
HIRING PRACTICES AND AT-WILL EMPLOYMENT	3
Employment At-Will	3
Equal Employment Opportunity Is Our Policy	3
Employee Classification	6
THE WORKPLACE	9
Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation Nondiscrimination Notice & Statement	9
Prohibited Unlawful Sexual Harassment	10
Title IX.....	13
Whistleblower Policy	13
Internal Complaint Review	14
Workplace Violence.....	15
Health and Safety Policy	15
Security Protocols.....	15
Occupational Safety.....	16
Accident/Incident Reporting	16
Reporting Fires and Emergencies	16
Open Door Policy.....	16
Drug and Alcohol-Free Workplace.....	16
No Smoking	17
Health, Safety and Security Policies.....	17
School Property Inspections	17
Housekeeping.....	18
Lactation Accommodation.....	18
Employees Who Are Required to Drive	18
Personal Business	19
Use of School Communication Equipment and Technology	19
Use of Email, Voicemail and Internet Access.....	20
Social Media	20
Participation in Recreational or Social Activities	21
Personnel Files and Record Keeping Protocols	21
HOURS OF WORK, ATTENDANCE, & OVERTIME	23
Work Schedule.....	23
Overtime.....	23
Make Up Time	23
Work Breaks.....	23
Attendance and Tardiness	24
Pay Days.....	25
Summer Holdback	25
Payroll Withholdings.....	25
Wage Attachments and Garnishments	26
Time Records	26
Mandatory Training and Meetings	27

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

STANDARDS OF CONDUCT28

- Rules of Conduct.....28
- Off-Duty Conduct.....29
- Personal Appearance/Standards of Dress29
- Student Safety29
- Professional Boundaries: Staff/Student Interaction Policy30
- Corporal Punishment.....30
- Acceptable and Unacceptable Staff/Student Behavior.....30
- Duty to Report Suspected Misconduct31
- Confidential Information32
- Conflict of Interest33
- Child Abuse and Neglect Reporting33
- Outside Employment.....33
- Expense Reimbursements34

EMPLOYEE BENEFITS.....35

- Medical Benefits35
- COBRA Benefits35
- Retirement.....36

HOLIDAYS AND LEAVES37

- Holidays37
- Unpaid Leave of Absence37
- Sick Leave37

INSURANCE.....39

- Disability Insurance39
- Leaves of Absence39
- Family Care and Medical Leave39
- Pregnancy Disability Leave44
- Bone Marrow and Organ Donor Leave46
- Personal Leave of Absence47
- Military and Military Spousal Leave of Absence.....47
- Drug and Alcohol Rehabilitation Leave.....48
- Time Off for Adult Literacy Programs48
- Time Off to Attend Child’s School Discipline.....48
- Time Off to Attend Child’s School Activities.....49
- Time Off to Serve as Election Official.....49
- Jury Duty or Witness Leave49
- Victims of Abuse Leave.....49
- Reproductive Loss Leave.....50
- Time Off for Volunteer Firefighters, Reserve Peace Officers, or Emergency Rescue Personnel50
- Voting Time Off.....51
- Time Off for Civil Air Patrol51
- Industrial Injury Leave (Workers’ Compensation)51
- Returning From Leave of Absence52

EMPLOYMENT EVALUATION AND SEPARATION.....53

- Employee Reviews and Evaluations53
- Discipline and Involuntary Termination53
- Voluntary Termination53
- References54

Amendment To Employee Handbook55

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

APPENDIX A.....**1**
APPENDIX A Harassment/Discrimination/Retaliation Complaint Form
APPENDIX B Internal Complaint Form

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.

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:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including [reproductive health decision-making](#), pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- [Sex stereotype \(including an assumption about a person’s appearance or behavior, gender roles, gender expression, or gender identity, or about an individual’s ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual’s sex\);](#)
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver’s license issued to persons unable to prove their presence in the U.S. is authorized by federal

- law);
- Physical or mental disability (including HIV and AIDS);
 - Medical condition (including cancer and genetic characteristics);
 - Taking of a leave of absence pursuant to the Family Medical Leave Act (“FMLA”), Pregnancy Disability Leave (“PDL”) law, Americans with Disabilities Act (“ADA”), California Family Rights Act (“CFRA”), the Fair Employment and Housing Act (“FEHA”), or laws related to domestic violence, sexual assault and stalking;
 - Genetic information;
 - Sexual orientation;
 - Military and veteran status; or
 - Any other consideration made unlawful by federal, state, or local laws.

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

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make 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.

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.

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. [If a search of employee records is authorized by a valid subpoena or judicial warrant, the school will give employees notice of the inspection both before and after it has occurred as required by law.](#)

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.

Full Time: Full time employees are those employees who are scheduled to work at least ____ hours in 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 Callie Tirlia, Human Resources 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 Callie Tirlia, Human Resources. 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 [health care provider](#) of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

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

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 working at the School include conviction of a controlled

substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Executive Director.

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, gender expression, 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: Catherine Foster, catherine.foster@cocospa.org 925-235-1130, 2730 Mitchell Dr. Walnut Creek, CA 94598; 504 Plans: Tiana Freiri, Tiana.Freiri@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.

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 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:

- 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 Catherine Foster, Title IX Coordinator/Executive Director, catherine.foster@cocospa.org, 925-235-1130. If the employee is not comfortable contacting Catherine Foster or if that individual is not available, the employee should contact Tiana Freiri, Assistant Principal, Tiana.Freiri@cocospa.org, 925-235-1130. A Harassment Complaint Form may be obtained on the website. The Title IX Coordinator/Executive Director 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 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 **Catherine Foster, Title IX Coordinator/Executive Director**, catherine.foster@cocospa.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.

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 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.

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 Callie Tirlia, Human Resources, or Catherine Foster, 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 Callie Tirlia, Human Resources, 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, 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.

School 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 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 School 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.

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;
- 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 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. - 4:00 p.m., Monday through Friday. The average work schedule for full-time non-exempt employees is eight (8) hours per day and should not exceed forty (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.

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 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)

1. 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.

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 Callie Tirlia, Human Resources. 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 Callie Tirlia, Human Resources 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.

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

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask Callie Tirlia, Human Resources 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 Callie Tirlia, Human Resources. 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.

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 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.

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.

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.

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.
- (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 thirty six (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 one thousand dollars (\$1,000), or by both that imprisonment and fine.

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

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 Callie Tirlia, Human Resources 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.

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

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

Rights similar to those described above may apply to retirees, spouses and dependents if the employer

commences a bankruptcy proceeding and those individuals lose coverage.

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 Callie Tirlia, Human Resources 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.

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 (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) or a designated person (i.e., a person identified by the employee at the time the employee requests sick leave) Employees are limited to one (1) designated person per twelve (12) month period.
- 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. SPA full-time (1FTE) employees will be eligible to receive 80 hours of sick time, front loaded, at the start of each school year. Part time SPA employees will be eligible to receive front loaded sick leave based on the employees FTE, but not less than 40 hours each year.

Any unused sick time will not roll to the next fiscal year. The School does not pay employees in lieu of unused sick leave. Employees may take no more than a total of ten (10) paid 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 workday may result in immediate termination.

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 Callie Tirlia, Human Resources.

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 Callie Tirlia, Human Resources as far in advance as is practicable. While on leave, employees should occasionally keep in contact with Callie Tirlia, Human Resources and must notify Callie Tirlia, Human Resources if the date to return to work changes. If an employee's leave expires and fails to return to work without contacting Callie Tirlia, Human Resources, 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/CFRA leave in any twelve (12) month period for the purposes enumerated below.

Employee Eligibility Criteria

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

Events That May Entitle an Employee To FMLA/CFRA Leave

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they **each** will be entitled to a **separate** twelve (12) weeks of leave for this purpose, **which cannot be loaned or otherwise assigned from one employee to the other.**
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
 - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition. **A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.**
4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of **additional** FMLA leave in a single twelve (12) month period to provide said care. **CFRA does not provide leave specific to caring for a service member.**
5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. **For CFRA purposes, this may also include a domestic partner.**

Amount of FMLA/CFRA Leave Which May Be Taken

1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled

workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.

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

Pay during FMLA/CFRA Leave

1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA 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/CFRA leave for **baby-bonding** or to care for a **qualifying family member** with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA **or** CFRA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA **or** CFRA leave. Sick pay accrues during any period of unpaid FMLA **or** CFRA leave only until the end of the month in which unpaid leave began.

Health Benefits

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

If an employee is required to pay premiums for any part of his/her group health coverage, the

School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

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

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

Seniority

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

Medical Certifications

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be given a copy of the School’s then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days’ notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her **qualifying family member**. Failure to provide such notice is grounds for denial of a leave request, except if

- the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's **qualifying family member**, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA 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/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Employment during Leave

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

Pregnancy Disability Leave

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

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

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

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

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.

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.

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 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 Callie Tirlia, Human Resources. 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

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

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide 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.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, 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.

Bereavement Leave

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

Reproductive Loss Leave

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

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 Callie Tirlia, Human Resources 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 Callie Tirlia, Human Resources or Catherine Foster, 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 Callie Tirlia, Human Resources 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
- 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.

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 Callie Tirlia, Human Resources. 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.

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

APPENDIX A

Harassment/Discrimination/Retaliation 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? _____

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

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

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

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX B

Internal Complaint Form

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant Date: _____

Print Name

To be completed by School:

Received by: _____ Date: _____

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



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

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

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 Callie Tirlia, Human Resources.
Retain this Handbook for your reference.**

Contra Costa School of Performing Arts Employee Handbook

2720 Mitchell Dr.,
Walnut Creek, CA 94598
925-235-1130

Table of Contents

EMPLOYEE HANDBOOK OVERVIEW	1
COCOSPA MISSION & VISION.....	2
Mission	2
HIRING PRACTICES AND AT-WILL EMPLOYMENT.....	3
Employment At-Will	3
Equal Employment Opportunity Is Our Policy	3
Employee Classification	6
THE WORKPLACE	9
Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation Nondiscrimination Notice & Statement	9
Prohibited Unlawful Sexual Harassment	10
Title IX.....	13
Whistleblower Policy	13
Internal Complaint Review	14
Workplace Violence.....	15
Health and Safety Policy	15
Security Protocols.....	15
Occupational Safety.....	16
Accident/Incident Reporting	16
Reporting Fires and Emergencies	16
Open Door Policy.....	16
Drug and Alcohol-Free Workplace.....	16
No Smoking	17
Health, Safety and Security Policies.....	17
School Property Inspections	17
Housekeeping.....	18
Lactation Accommodation.....	18
Employees Who Are Required to Drive	18
Personal Business	19
Use of School Communication Equipment and Technology	19
Use of Email, Voicemail and Internet Access.....	20
Social Media	20
Participation in Recreational or Social Activities	21
Personnel Files and Record Keeping Protocols	21
HOURS OF WORK, ATTENDANCE, & OVERTIME	23
Work Schedule.....	23
Overtime.....	23
Make Up Time	23
Work Breaks.....	23
Attendance and Tardiness	24
Pay Days.....	25
Summer Holdback	25
Payroll Withholdings.....	25
Wage Attachments and Garnishments	26
Time Records	26
Mandatory Training and Meetings	27

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

STANDARDS OF CONDUCT28

- Rules of Conduct.....28
- Off-Duty Conduct.....29
- Personal Appearance/Standards of Dress29
- Student Safety29
- Professional Boundaries: Staff/Student Interaction Policy.....30
- Corporal Punishment.....30
- Acceptable and Unacceptable Staff/Student Behavior.....30
- Duty to Report Suspected Misconduct.....31
- Confidential Information32
- Conflict of Interest.....33
- Child Abuse and Neglect Reporting.....33
- Outside Employment.....33
- Expense Reimbursements34

EMPLOYEE BENEFITS.....35

- Medical Benefits35
- COBRA Benefits35
- Retirement.....36

HOLIDAYS AND LEAVES37

- Holidays37
- Unpaid Leave of Absence37
- Sick Leave37

INSURANCE.....39

- Disability Insurance39
- Leaves of Absence39
- Family Care and Medical Leave39
- Pregnancy Disability Leave44
- Bone Marrow and Organ Donor Leave.....46
- Personal Leave of Absence47
- Military and Military Spousal Leave of Absence.....47
- Drug and Alcohol Rehabilitation Leave.....48
- Time Off for Adult Literacy Programs48
- Time Off to Attend Child’s School Discipline.....48
- Time Off to Attend Child’s School Activities.....49
- Time Off to Serve as Election Official.....49
- Jury Duty or Witness Leave49
- Victims of Abuse Leave.....49
- Reproductive Loss Leave.....50
- Time Off for Volunteer Firefighters, Reserve Peace Officers, or Emergency Rescue Personnel50
- Voting Time Off.....51
- Time Off for Civil Air Patrol51
- Industrial Injury Leave (Workers’ Compensation)51
- Returning From Leave of Absence.....52

EMPLOYMENT EVALUATION AND SEPARATION.....53

- Employee Reviews and Evaluations.....53
- Discipline and Involuntary Termination.....53
- Voluntary Termination53
- References54

Amendment To Employee Handbook55

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

APPENDIX A Harassment/Discrimination/Retaliation Complaint Form

APPENDIX B Internal Complaint Form

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.

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:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person’s appearance or behavior, gender roles, gender expression, or gender identity, or about an individual’s ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual’s sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver’s license issued to persons unable to prove their presence in the U.S. is authorized by federal

- law);
- Physical or mental disability (including HIV and AIDS);
 - Medical condition (including cancer and genetic characteristics);
 - Taking of a leave of absence pursuant to the Family Medical Leave Act (“FMLA”), Pregnancy Disability Leave (“PDL”) law, Americans with Disabilities Act (“ADA”), California Family Rights Act (“CFRA”), the Fair Employment and Housing Act (“FEHA”), or laws related to domestic violence, sexual assault and stalking;
 - Genetic information;
 - Sexual orientation;
 - Military and veteran status; or
 - Any other consideration made unlawful by federal, state, or local laws.

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

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make 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.

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.

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. If a search of employee records is authorized by a valid subpoena or judicial warrant, the school will give employees notice of the inspection both before and after it has occurred as required by law.

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.

Full Time: Full time employees are those employees who are scheduled to work at least 35 hours in a week. Part Time: Part time employees are those employees who are scheduled to work under 30 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 Callie Tirlia, Human Resources 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 Callie Tirlia, Human Resources. 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 health care provider of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

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

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 working at the School include conviction of a controlled

substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much as possible 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, gender expression, 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: Catherine Foster, catherine.foster@cocospa.org 925-235-1130, 2730 Mitchell Dr. Walnut Creek, CA 94598; 504 Plans: Tiana Frieri, Tiana.Frieri@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.

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 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:

- Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
- Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate 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 Catherine Foster, Title IX Coordinator/Executive Director, catherine.foster@cocospa.org, 925-235-1130. If the employee is not comfortable contacting Catherine Foster or if that individual is not available, the employee should contact Tiana Frieri, Assistant Principal, Tiana.Frieri@cocospa.org, 925-235-1130. A Harassment Complaint Form may be obtained on the website. The Title IX Coordinator/Executive Director 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 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 **Catherine Foster, Title IX Coordinator/Executive Director**, catherine.foster@cocospa.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.

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 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.

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 Callie Tirlia, Human Resources, or Catherine Foster, 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 Callie Tirlia, Human Resources, 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, 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.

School 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 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 School 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.

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.

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;
- 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 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. - 4:00 p.m., Monday through Friday. The average work schedule for full-time non-exempt employees is eight (8) hours per day and should not exceed forty (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.

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 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.

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 Callie Tirlia, Human Resources. 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 voluntarily 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 Callie Tirlia, Human Resources 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.

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

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask Callie Tirlia, Human Resources 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 Callie Tirlia, Human Resources. 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.

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 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.

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.

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.

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.
- (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 thirty six (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 one thousand dollars (\$1,000), or by both that imprisonment and fine.

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

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 Callie Tirlia, Human Resources 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.

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

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

Rights similar to those described above may apply to retirees, spouses and dependents if the employer

commences a bankruptcy proceeding and those individuals lose coverage.

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 Callie Tirlia, Human Resources 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.

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 (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) or a designated person (i.e., a person identified by the employee at the time the employee requests sick leave). Employees are limited to one (1) designated person per twelve (12) month period.
- 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. SPA full-time (1FTE) employees will be eligible to receive 80 hours of sick time, front loaded, at the start of each school year. Part time SPA employees will be eligible to receive front loaded sick leave based on the employees FTE, but not less than 40 hours each year.

Any unused sick time will not roll to the next fiscal year. The School does not pay employees in lieu of unused sick leave. Employees may take no more than a total of ten (10) paid 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 workday may result in immediate termination.

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 Callie Tirlia, Human Resources.

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 Callie Tirlia, Human Resources as far in advance as is practicable. While on leave, employees should occasionally keep in contact with Callie Tirlia, Human Resources and must notify Callie Tirlia, Human Resources if the date to return to work changes. If an employee's leave expires and fails to return to work without contacting Callie Tirlia, Human Resources, 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/CFRA leave in any twelve (12) month period for the purposes enumerated below.

Employee Eligibility Criteria

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

Events That May Entitle an Employee To FMLA/CFRA Leave

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
 - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.
4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

Amount of FMLA/CFRA Leave Which May Be Taken

1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described

below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.

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

Pay during FMLA/CFRA Leave

1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA 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/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA or CFRA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

Health Benefits

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

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

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

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

Seniority

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

Medical Certifications

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be given a copy of the School’s then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days’ notice for foreseeable childbirth,

placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA 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/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Employment during Leave

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

School.

Pregnancy Disability Leave

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

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

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

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

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.

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.

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, employees 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 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 Callie Tirlia, Human Resources. 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

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

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual

assault, or stalking.

To request leave under this policy, an employee should provide 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.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, 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.

Bereavement Leave

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

Reproductive Loss Leave

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

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 Callie Tirlia, Human Resources 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 Callie Tirlia, Human Resources or Catherine Foster, 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 Callie Tirlia, Human Resources 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
- 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.

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 Callie Tirlia, Human Resources. 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.

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

APPENDIX A

Harassment/Discrimination/Retaliation 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? _____

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

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

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

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX B

Internal Complaint Form

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant Date: _____

Print Name

To be completed by School:

Received by: _____ Date: _____

Coversheet

Budget for School Year 2024 - 2025

Section: VI. Finance
Item: A. Budget for School Year 2024 - 2025
Purpose: Vote
Submitted by:
Related Material: CoCoSPA 24-25 July Budget v17.pdf
CoCoSPA 24-25 July Budget v17.1.pdf
CoCoSPA 2024-25 EPA Resolution and Summary.pdf



Contra Costa School of Performing Arts

FY2024-25 July Budget



Contra Costa School of Performing Arts 2024-25 July Budget - Summary Analysis



SUMMARY

This July Budget projects a budget deficit of (\$302,788).

This is an decrease of (\$377,153) from the Second Interim Budget projected surplus of \$74,366.

This will allow Contra Costa School of Performing Arts to end this fiscal year with a fund balance of (\$1,281,496), which is -22.8% of annual expenditures.

Reserve required by authorizer (4%) is not projected to be met in Yrs1-5.

Enrollment assumptions and their reasonableness have been determined by school management and the Board of Directors.

CASH FLOW

Operating cash flow is projected to remain positive throughout the next three fiscal years, as shown in the attached monthly cash flow schedule.

The lowest projected ending cash balance this coming fiscal year is \$575,457, which represents 37 days of operating costs on average.

The June 30 ending cash balance this coming fiscal year is projected to be \$657,113, which represents 41 days of average operating costs.

The FY2024-25 cash flow assumes a \$350,000 loan with an interest-only payment due November 2025.

The projected Days Cash on Hand for Years 1 - 3 fails to meet bond covenant requirements.

This cash flow takes into account all currently projected impacts on cash flow at the time of this budget approval.

SIGNIFICANT CHANGES IN REVENUE (Total Change from Prior = decrease of (\$163,590), or -3.0% of prior revenues)

LCFF Entitlement: These "Local Control Funding Formula" revenues are the primary funding source for the school.

LCFF Entitlement projected revenues are \$106,562 higher than at Second Interim Budget due to a slight increase in LCFF funding rates.

Federal Revenues: This consists of Title I-IV (ESSA), Federal Special Education (IDEA), and Federal food programs (NSLP).

Federal Revenues are projected at \$112,716 higher than at Second Interim Budget primarily due to a projected increase in NSLP revenue.

Other State Revenues: These are the non-LCFF state revenues such as Lottery, ELOP, and one-time grants such as Arts & Music and Learning Recovery.

Other State Revenues are projected at (\$152,298) lower than at Second Interim Budget due to expected decreases in SpEd and NSLP revenue.

Other Local Revenues: This category is primarily fundraising revenue, but includes any non-LCFF local revenue sources.

Other Local Revenues are projected at (\$230,570) lower than at Second Interim Budget primarily due to updated grant and fundraising revenue projections.

SIGNIFICANT CHANGES IN EXPENSES (Total Change from Prior = increase of \$213,564, or 3.9% of prior expenses)

Salaries and Benefits: This includes all employee pay, plus benefits such as retirement, healthcare, Medicare, Social Security, etc.

Salaries and Benefits costs are \$105,622 higher than at Second Interim Budget, reflecting an additional 2% staffing increase across the board and new hires.

Books & Supplies: This category includes textbooks, computers, supplies, and other instructional and non-instructional materials and equipment.

Books & Supplies costs are projected at (\$24,090) lower than at Second Interim Budget to reflect cost-cutting effort assumptions provided by school management.

Services & Operating Expenses: These include all contracted services as well as travel, insurance, rent, legal costs, and other service-related expenses.

Services & Operating costs are projected to be (\$94,205) lower than at Second Interim Budget to reflect cost-cutting effort assumptions provided by school management.

Depreciation, Capital Outlay, and Other Outgo: This category includes depreciation on fixed assets and interest on long-term debt.

These costs are projected at \$226,236 higher than at Second Interim Budget, reflecting updated depreciation and interest expense projections.

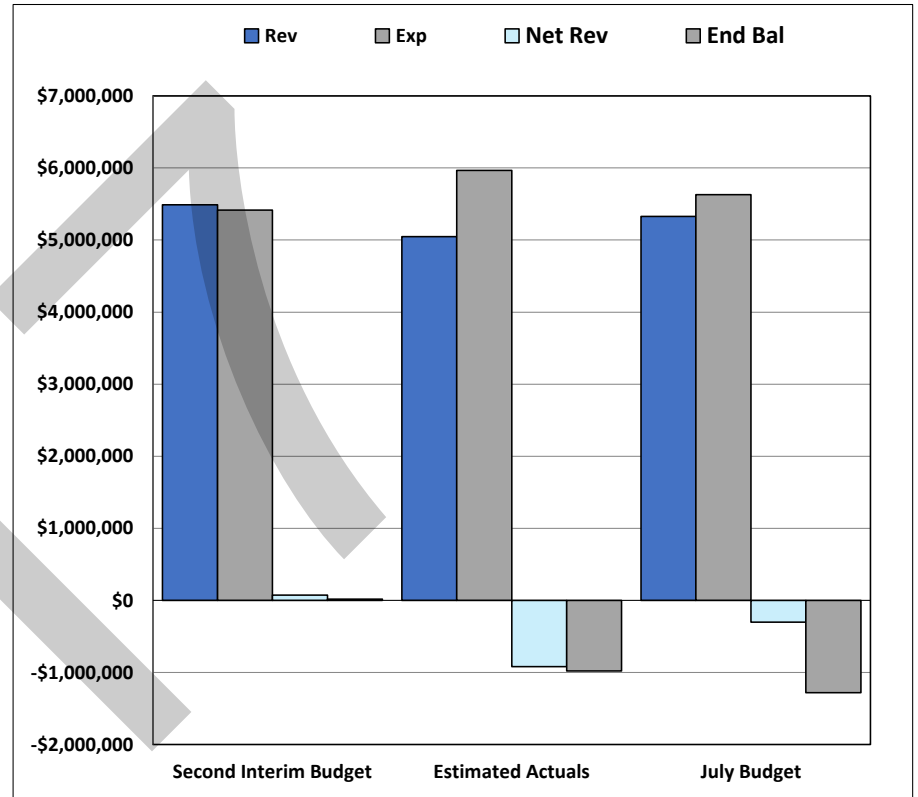
Contra Costa School of Performing Arts 2024-25 July Budget Enrollment and ADA Assumptions												
	2023-24		2024-25		2025-26		2026-27		2027-28		2028-29	
Total K-3	-	-	-	-	-	-	-	-	-	-	-	-
Total 4-6	64	59.37	65	60.40	75	69.70	85	78.99	95	88.28	105	97.58
Total 7-8	143	132.86	125	116.16	135	125.46	145	134.75	155	144.04	165	153.33
Total 9-12	143	130.96	160	148.69	165	153.33	170	157.98	175	162.63	180	167.27
TTL Enrollment/ADA	350	323.19	350	325.26	375	348.49	400	371.72	425	394.95	450	418.19
ADA Ratio (average):		92.34%		92.93%		92.93%		92.93%		92.93%		92.93%
Transitional Kinder	-	-	-	-	-	-	-	-	-	-	-	-
Kinder	-	-	-	-	-	-	-	-	-	-	-	-
Grade 1	-	-	-	-	-	-	-	-	-	-	-	-
Grade 2	-	-	-	-	-	-	-	-	-	-	-	-
Grade 3	-	-	-	-	-	-	-	-	-	-	-	-
Grade 4	-	-	-	-	-	-	-	-	-	-	-	-
Grade 5	-	-	-	-	-	-	-	-	-	-	-	-
Grade 6	64	59.37	65	60.40	75	69.70	85	78.99	95	88.28	105	97.58
Grade 7	53	-	-	-	-	-	-	-	-	-	-	-
Grade 8	90	132.86	125	116.16	135	125.46	145	134.75	155	144.04	165	153.33
Grade 9	34	-	160	148.69	165	153.33	170	157.98	175	162.63	180	167.27
Grade 10	40	-	-	-	-	-	-	-	-	-	-	-
Grade 11	27	-	-	-	-	-	-	-	-	-	-	-
Grade 12	42	130.96	-	-	-	-	-	-	-	-	-	-
Total			350	325.26	375	348.49	400	371.72	425	394.95	450	418.19

Enrollment assumptions provided by CCSPA Management and Board.

LCFF Unduplicated Calc:										
CALPADS Enrollment		350		375		400		425		450
Unduplicated Count		167		177		177		177		177
Unduplicated % (1-Year):		47.63%		47.24%		44.29%		41.68%		39.36%

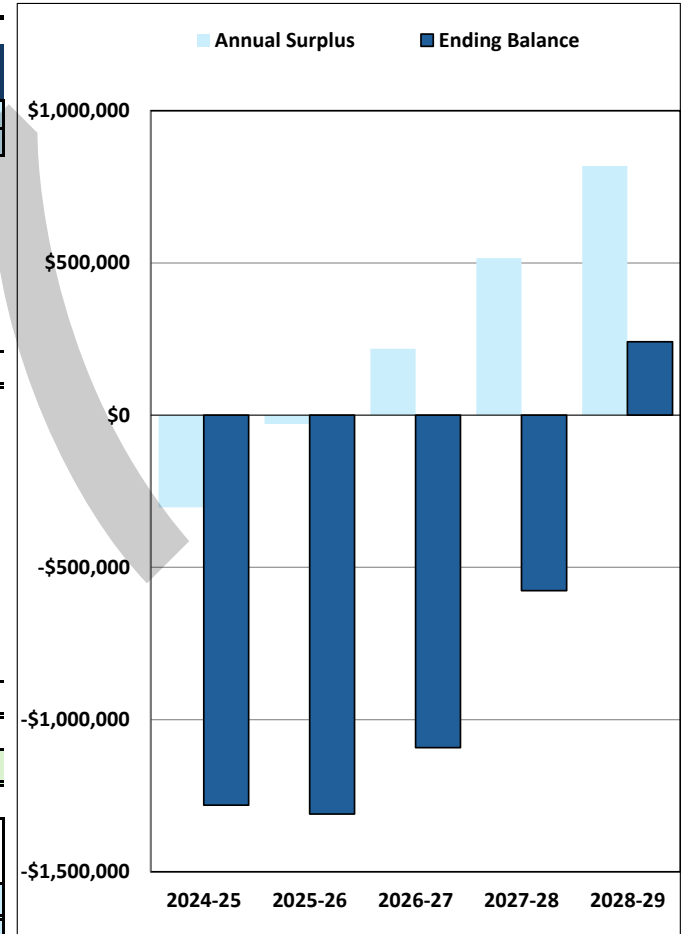
**Contra Costa School of Performing Arts
2024-25 July Budget
BUDGET SUMMARY**

	Second Interim Budget	Estimated Actuals	July Budget	Change
Projected Enrollment:	350	351	350	-
Projected P-2 ADA:	323.19	327.77	325.26	2.06
Revenues:				
General Purpose Entitlement	\$ 3,889,457	\$ 3,934,772	\$ 3,996,019	\$ 106,562
Federal Revenue	223,530	233,633	336,246	112,716
Other State Revenue	883,410	711,052	731,112	(152,298)
Other Local Revenue	494,005	166,736	263,435	(230,570)
TTL Revenues	\$ 5,490,402	\$ 5,046,193	\$ 5,326,812	\$ (163,590)
Expenditures:				
Certificated Salaries	\$ 1,859,520	\$ 1,862,553	\$ 2,025,791	\$ 166,271
Non-Certificated Salaries	470,380	464,666	401,260	(69,120)
Benefits	676,989	682,171	685,461	8,472
Books/Supplies/Materials	476,826	588,544	452,736	(24,090)
Services/Operations	1,239,067	1,477,535	1,144,862	(94,205)
Capital Outlay	14,539	14,539	14,539	-
Other Outgo	678,714	877,209	904,950	226,236
TTL Expenditures	\$ 5,416,036	\$ 5,967,217	\$ 5,629,600	\$ 213,564
Net Revenues	\$ 74,366	\$ (921,024)	\$ (302,788)	\$ (377,153)
Beginning Balance July 1	\$ (57,684)	\$ (57,684)	\$ (978,708)	
Ending Balance June 30	\$ 16,682	\$ (978,708)	\$ (1,281,496)	
Ending Balance as % of Exp:	0.3%	-16.4%	-22.8%	



**Contra Costa School of Performing Arts
2024-25 July Budget
Multi-Year Projection Summary**

Description	2024-25	2025-26	2026-27	2027-28	2028-29
Projected Enrollment:	350	375	400	425	450
Projected P-2 ADA:	325.26	348.49	371.72	394.95	418.19
Revenues:					
General Purpose Entitlement	3,996,019	4,380,239	4,813,142	5,268,802	5,748,771
Federal Revenue	336,246	368,224	402,710	421,669	440,619
Other State Revenue	731,112	793,215	868,403	937,906	1,009,490
Other Local Revenue	263,435	241,435	241,435	241,435	241,435
TTL Revenues	5,326,812	5,783,113	6,325,690	6,869,812	7,440,314
Expenditures:					
Certificated Salaries	2,025,791	2,092,421	2,200,384	2,310,506	2,422,830
Non-Certificated Salaries	401,260	409,285	452,471	461,520	505,751
Benefits	685,461	731,017	789,364	848,241	910,837
Books/Supplies/Materials	452,736	490,896	532,372	548,769	564,925
Services/Operations	1,144,862	1,181,330	1,238,069	1,290,664	1,344,878
Capital Outlay	14,539	14,539	14,539	14,539	14,539
Other Outgo	904,950	892,575	880,275	880,275	858,275
TTL Expenditures	5,629,600	5,812,063	6,107,474	6,354,514	6,622,036
Net Revenues	(302,788)	(28,950)	218,216	515,298	818,279
Beginning Fund Balance	(978,708)	(1,281,496)	(1,310,446)	(1,092,230)	(576,931)
Net Revenues	(302,788)	(28,950)	218,216	515,298	818,279
ENDING BALANCE	(1,281,496)	(1,310,446)	(1,092,230)	(576,931)	241,347
ENDING BALANCE (% of Outgo)	-22.8%	-22.5%	-17.9%	-9.1%	3.6%



**Contra Costa School of Performing Arts
2024-25 July Budget
Budget Detail & Prior Budget Comparison**

Description	Second Interim Budget	YTD Actuals	24-25 July Budget	Budget Change	Comments
Enrollment (CALPADS)	350	351	350	-	
Average Daily Attendance (P-2)	323.19	327.77	325.26	2.06	
REVENUES					
General Purpose Entitlement					
8011 LCFF General Entitlement	2,124,398	2,133,721	2,218,328	93,930	
8012 EPA Entitlement	64,638	65,554	65,100	462	
8019 Prior Year Unrestricted Revenue	16,314	10,963	-	(16,314)	
8096 In-Lieu-Of Property Taxes	1,684,107	1,724,534	1,712,591	28,484	
TTL General Purpose Entitlement	3,889,457	3,934,772	3,996,019	106,562	
Federal Revenue					
8181 Federal IDEA SpEd Revenue	44,330	54,819	50,450	6,120	
8182 SpEd - Discretionary Grants	-	18,251	-	-	
8220 School Nutrition Program-Federal	115,946	97,309	221,715	105,769	
8290 Other Federal Revenue	63,254	63,254	64,081	827	
TTL Federal Revenue	223,530	233,633	336,246	112,716	
Other State Revenue					
8311 AB602 State SpEd Revenue	374,572	279,973	320,311	(54,261)	
8520 School Nutrition Program-State	232,826	182,089	130,026	(102,800)	
8550 Mandated Cost Reimbursements	11,081	11,039	11,125	44	
8560 State Lottery Revenue	79,869	76,918	84,588	4,719	
8590 Other State Revenue	185,062	161,033	185,062	-	
TTL Other State Revenue	883,410	711,052	731,112	(152,298)	
Other Local Revenue					
8660 Interest Income	30,000	26,906	20,000	(10,000)	
8695 Local CTEIG	21,435	-	21,435	-	
8696 Donations - Private	50	50	-	(50)	
8697 Fundraising	341,160	-	100,000	(241,160)	
8698 Other Revenue (Suspense)	1,360	1,360	-	(1,360)	
8699 Other Revenue	100,000	138,420	122,000	22,000	
TTL Other Local Revenue	494,005	166,736	263,435	(230,570)	
TTL REVENUES	5,490,402	5,046,193	5,326,812	(163,590)	
EXPENDITURES					
1000 - Certificated Salaries					
1100 Teacher Compensation	1,382,165	1,382,165	1,609,365	227,200	
1130 Substitute Teacher Compensation	35,000	34,999	35,000	-	
1150 Teacher Stipends/Extra Duty	14,614	17,647	-	(14,614)	
1200 Student Support	116,247	116,247	111,814	(4,433)	
1300 Certificated Administrators	238,220	238,221	269,612	31,392	
1900 Other Certificated Salaries	73,274	73,274	-	(73,274)	
TTL Certificated Salaries	1,859,520	1,862,553	2,025,791	166,271	
2000 - Non - Certificated Salaries					
2100 Instructional Aides	110,875	110,874	158,646	47,771	
2130 Classified Substitutes	24,194	5,854	-	(24,194)	
2150 Instructional Aides Stipends	5,873	5,873	-	(5,873)	
2300 Classified Administrators	40,980	83,606	66,414	25,434	
2400 Clerical & Technical Staff	158,107	158,107	165,350	7,243	
2450 Clerical & Technical Stipends	3,562	3,562	-	(3,562)	
2900 Other Classified Positions	126,789	96,789	10,850	(115,939)	
TTL Non - Certificated Salaries	470,380	464,666	401,260	(69,120)	
3000 - Employee Benefits					
3101 STRS Certificated	355,168	355,168	386,926	31,758	
3212 Voluntary Retirement Classified	-	3,792	-	-	
3301 OASDI/Medicare (CERT)	62,947	62,947	29,374	(33,573)	
3302 OASDI/Medicare (CLASS)	-	-	30,696	30,696	
3401 Health Care Certificated	158,653	158,653	159,936	1,283	
3402 Health Care Classified	53,179	53,178	29,988	(23,191)	
3501 Unemployment Insurance Certificated	11,650	11,649	10,129	(1,521)	
3502 Unemployment Insurance Classified	-	-	2,006	2,006	
3601 Workers' Comp Certificated	27,893	27,892	30,387	2,494	
3602 Workers' Comp Classified	7,056	7,055	6,019	(1,037)	
3902 Other Benefits Class	444	-	-	(444)	
3990 PY Benefit Adjustments	-	1,834	-	-	
TTL Employee Benefits	676,989	682,171	685,461	8,472	

4000 - Books/Supplies/Materials				
4300 Textbooks & Core Curriculum	110,000	108,565	14,523	(95,478)
4305 Athletic Equipment	-	-	-	-
4310 Materials & Supplies	-	-	7,690	7,690
4315 Misc Supplies	9,731	9,731	-	(9,731)
4320 Office Supplies	37,095	26,828	28,694	(8,401)
4390 Other Supplies	-	6,102	4,524	4,524
4400 Non-Capitalized Equipment	45,000	44,624	43,636	(1,364)
4420 Non-Classroom Furniture, Equip, and Supplies	5,000	2,332	1,929	(3,071)
4700 School Nutrition Program	270,000	390,362	351,741	81,741
TTL Books/Supplies/Materials	476,826	588,544	452,736	(24,090)
5000 - Services & Operations				
5100 Subagreements for Services	140,000	100,000	12,126	(127,874)
5200 Travel & Conferences	19,119	20,000	-	(19,119)
5300 Dues & Memberships	45,039	45,039	36,460	(8,579)
5400 Insurance	86,466	77,161	67,221	(19,245)
5500 Operations & Housekeeping	11,000	21,515	82,052	71,052
5510 Utilities (General)	194,155	224,155	200,000	5,845
5520 Janitorial Services	-	2,616	-	-
5535 Custodial, Janitorial, Gardening Services	82,000	93,301	81,120	(880)
5610 Facility Rents & Leases	14,750	181,779	165,000	150,250
5615 Other Space Rental	45,000	44,360	3,834	(41,166)
5620 Equipment Leases	21,102	12,654	13,544	(7,558)
5630 Maintenance & Repair	35,000	40,000	16,871	(18,129)
5800 Professional Services - Non-instructional	107,261	125,047	67,369	(39,892)
5810 Legal	45,000	50,800	30,000	(15,000)
5820 Audit & CPA	7,500	10,675	11,675	4,175
5825 DMS Business Services	161,967	148,863	151,814	(10,153)
5835 Field Trips	13,445	13,888	-	(13,445)
5836 Fundraising Expenses	4,000	2,402	-	(4,000)
5840 Advertising & Recruitment	25,000	30,000	10,000	(15,000)
5850 Oversight Fees	38,895	39,348	39,960	1,066
5860 Service Fees	14,000	15,034	14,690	690
5870 Livescan Fingerprinting	299	299	-	(299)
5880 Instructional Vendors & Consultants	45,070	94,191	69,467	24,397
5881 Software	8,000	9,262	5,000	(3,000)
5887 Technology	65,000	49,969	56,937	(8,063)
5900 Communications	10,000	25,177	9,721	(279)
TTL Services & Operations	1,239,067	1,477,535	1,144,862	(94,205)
6000 - Capital Outlay				
6900 Depreciation	14,539	14,539	14,539	-
TTL Capital Outlay	14,539	14,539	14,539	-
7000 - Other Outgo				
7438 Interest Expense - Bonds	678,714	877,209	904,950	226,236
TTL Other Outgo	678,714	877,209	904,950	226,236
TTL EXPENDITURES	5,416,036	5,967,217	5,629,600	213,564
Revenues less Expenditures	74,366	(921,024)	(302,788)	(377,153)
Beginning Fund Balance	(57,684)	(57,684)	(978,708)	
Net Revenues	74,366	(921,024)	(302,788)	
ENDING BALANCE	16,682	(978,708)	(1,281,496)	
ENDING BALANCE AS % OF OUTGO	0.3%		-22.8%	

**Contra Costa School of Performing Arts
2024-25 July Budget
2024-25 Cash Flow**

Description	24-25 July Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH		285,504	827,169	951,733	908,137	870,327	748,456	665,028	661,672	575,457	690,761	730,127	685,431		
CASH INFLOWS															
REVENUES															
LCFF State Aid	2,218,328	110,212	110,212	198,382	198,382	198,382	198,382	198,382	201,199	201,199	201,199	201,199	201,199	-	2,218,328
Education Protection Account	65,100	-	-	16,172	-	-	16,172	-	-	16,378	-	-	16,378	-	65,100
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In-Lieu-Of Property Taxes	1,712,591	-	136,137	204,206	102,103	102,103	102,103	102,103	102,103	287,244	143,622	143,622	143,622	143,622	1,712,591
Federal Title Revenues	64,081	16,020	-	-	16,020	-	-	16,020	-	-	16,020	-	-	-	64,081
Other Federal Revenues	272,165	68,041	-	-	68,041	-	-	68,041	-	-	68,041	-	-	-	272,165
State Special Education	320,311	16,016	16,016	28,828	28,828	28,828	28,828	28,828	26,693	26,693	26,693	26,693	26,693	10,677	320,311
Other State Revenues	410,801	20,410	20,410	36,737	36,737	36,737	36,737	36,737	37,259	37,259	37,259	37,259	37,259	-	410,801
Local Revenues	263,435	21,953	21,953	21,953	21,953	21,953	21,953	21,953	21,953	21,953	21,953	21,953	21,953	-	263,435
TOTAL REVENUES	5,326,812	252,652	304,728	506,278	472,065	388,003	404,175	472,065	389,206	590,726	514,787	430,725	447,104	154,299	5,054,647
EXPENDITURES															
Certificated Salaries	2,025,791	-	184,163	184,163	184,163	184,163	184,163	184,163	184,163	184,163	184,163	184,163	184,163	-	2,025,791
Classified Salaries	401,260	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	-	401,260
Benefits	685,461	9,444	61,456	61,456	61,456	61,456	61,456	61,456	61,456	61,456	61,456	61,456	61,456	-	685,461
Books & Supplies	452,736	4,000	37,728	100,000	60,000	37,728	25,547	25,547	25,547	25,547	25,547	25,547	25,547	-	452,736
Services & Operations	1,144,862	95,405	95,405	95,405	95,405	95,405	95,405	95,405	95,405	95,405	95,405	95,405	95,405	-	1,144,862
Capital Outlay	14,539	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	-	14,539
Other Outgo	904,950	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	-	904,950
TOTAL EXPENSES	5,629,600	218,911	488,815	551,087	511,087	511,087	488,815	476,633	476,633	476,633	476,633	476,633	476,633	-	5,629,600
OTHER CASH INFLOWS/OUTFLOWS															
Accounts Receivable (net change)		307,439	307,439	-	-	-	-	-	-	-	-	-	-	-	614,878
Net Change in Payables		(150,726)	-	-	-	-	-	-	-	-	-	-	-	-	(150,726)
Fixed Asset Acquisitions		1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	-	14,544
Other Inflows/(Outflows)		350,000	-	-	-	-	-	-	-	-	-	-	-	-	350,000
NET INFLOWS/OUTFLOWS		507,925	308,651	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212		
ENDING CASH BALANCE		827,169	951,733	908,137	870,327	748,456	665,028	661,672	575,457	690,761	730,127	685,431	657,113		
Days Cash On Hand		54	62	59	57	49	43	43	37	45	47	45	43		

**Contra Costa School of Performing Arts
2024-25 July Budget
2025-26 Cash Flow**

Description	2025-26 Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH		657,113	853,011	676,833	653,514	638,900	514,730	449,536	472,280	400,822	545,278	610,361	583,388		
CASH INFLOWS															
REVENUES															
LCFF State Aid	2,475,571	122,993	122,993	221,387	221,387	221,387	221,387	221,387	224,530	224,530	224,530	224,530	224,530	-	2,475,571
Education Protection Account	69,750	-	-	17,327	-	-	17,327	-	-	17,548	-	-	17,548	-	69,750
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In-Lieu-Of Property Taxes	1,834,918	-	145,861	218,792	109,396	109,396	109,396	109,396	109,396	307,761	153,881	153,881	153,881	153,881	1,834,918
Federal Title Revenues	368,224	92,056	-	-	92,056	-	-	92,056	-	-	92,056	-	-	-	368,224
Other Federal Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
State Special Education	793,215	39,661	39,661	71,389	71,389	71,389	71,389	71,389	66,101	66,101	66,101	66,101	66,101	26,441	793,215
Other State Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Revenues	241,435	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	-	241,435
TOTAL REVENUES	5,783,113	274,829	328,634	549,015	514,348	422,292	439,619	514,348	420,147	636,061	556,688	464,632	482,180	180,321	5,783,113
EXPENDITURES															
Certificated Salaries	2,092,421	-	190,220	190,220	190,220	190,220	190,220	190,220	190,220	190,220	190,220	190,220	190,220	-	2,092,421
Classified Salaries	409,285	34,107	34,107	34,107	34,107	34,107	34,107	34,107	34,107	34,107	34,107	34,107	34,107	-	409,285
Benefits	731,017	10,071	65,540	65,540	65,540	65,540	65,540	65,540	65,540	65,540	65,540	65,540	65,540	-	731,017
Books & Supplies	490,896	4,337	40,908	108,429	65,057	65,057	40,908	27,700	27,700	27,700	27,700	27,700	27,700	-	490,896
Services & Operations	1,181,330	98,444	98,444	98,444	98,444	98,444	98,444	98,444	98,444	98,444	98,444	98,444	98,444	-	1,181,330
Capital Outlay	14,539	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	-	14,539
Other Outgo	892,575	74,381	74,381	74,381	74,381	74,381	74,381	74,381	74,381	74,381	74,381	74,381	74,381	-	892,575
TOTAL EXPENSES	5,812,063	222,553	504,813	572,333	528,962	528,962	504,813	491,605	491,605	491,605	491,605	491,605	491,605	-	5,812,063
OTHER CASH INFLOWS/OUTFLOWS															
Accounts Receivable (net change)		143,622	-	-	-	-	-	-	-	-	-	-	-	-	143,622
Net Change in Payables		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Asset Acquisitions		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Inflows/(Outflows)		-	-	-	-	(17,500)	-	-	-	-	-	-	-	-	(17,500)
NET INFLOWS/OUTFLOWS		143,622	-	-	-	(17,500)	-	-	-	-	-	-	-	-	-
ENDING CASH BALANCE		853,011	676,833	653,514	638,900	514,730	449,536	472,280	400,822	545,278	610,361	583,388	573,964		
Days Cash On Hand		55	44	42	42	33	29	31	26	35	40	38	37		

**Contra Costa School of Performing Arts
2024-25 July Budget
2026-27 Cash Flow**

Description	2026-27 Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH		573,964	645,348	472,048	467,086	474,668	381,571	333,146	381,241	326,401	501,868	595,156	587,765		
CASH INFLOWS															
REVENUES															
LCFF State Aid	2,781,496	138,192	138,192	248,745	248,745	248,745	248,745	248,745	252,277	252,277	252,277	252,277	252,277	-	2,781,496
Education Protection Account	74,400	-	-	18,482	-	-	18,482	-	-	18,718	-	-	18,718	-	74,400
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In-Lieu-Of Property Taxes	1,957,246	-	155,586	233,378	116,689	116,689	116,689	116,689	116,689	328,279	164,139	164,139	164,139	164,139	1,957,246
Federal Title Revenues	402,710	100,678	-	-	100,678	-	-	100,678	-	-	100,678	-	-	-	402,710
Other Federal Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
State Special Education	868,403	43,420	43,420	78,156	78,156	78,156	78,156	78,156	72,367	72,367	72,367	72,367	72,367	28,947	868,403
Other State Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Revenues	241,435	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	-	241,435
TOTAL REVENUES	6,325,690	302,409	357,317	598,881	564,388	463,710	482,192	564,388	461,453	691,760	609,581	508,903	527,621	193,086	6,325,690
EXPENDITURES															
Certificated Salaries	2,200,384	-	200,035	200,035	200,035	200,035	200,035	200,035	200,035	200,035	200,035	200,035	200,035	-	2,200,384
Classified Salaries	452,471	37,706	37,706	37,706	37,706	37,706	37,706	37,706	37,706	37,706	37,706	37,706	37,706	-	452,471
Benefits	789,364	10,875	70,772	70,772	70,772	70,772	70,772	70,772	70,772	70,772	70,772	70,772	70,772	-	789,364
Books & Supplies	532,372	4,704	44,364	117,590	70,554	70,554	44,364	30,040	30,040	30,040	30,040	30,040	30,040	-	532,372
Services & Operations	1,238,069	103,172	103,172	103,172	103,172	103,172	103,172	103,172	103,172	103,172	103,172	103,172	103,172	-	1,238,069
Capital Outlay	14,539	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	-	14,539
Other Outgo	880,275	73,356	73,356	73,356	73,356	73,356	73,356	73,356	73,356	73,356	73,356	73,356	73,356	-	880,275
TOTAL EXPENSES	6,107,474	231,025	530,617	603,843	556,807	556,807	530,617	516,293	516,293	516,293	516,293	516,293	516,293	-	6,107,474
OTHER CASH INFLOWS/OUTFLOWS															
Accounts Receivable (net change)		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Payables		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Asset Acquisitions		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Inflows/(Outflows)		-	-	-	-	-	-	-	-	-	-	-	-	-	-
NET INFLOWS/OUTFLOWS															
ENDING CASH BALANCE		645,348	472,048	467,086	474,668	381,571	333,146	381,241	326,401	501,868	595,156	587,765	599,093		
Days Cash On Hand		42	31	30	31	25	22	25	21	33	39	38	39		



Contra Costa School of Performing Arts

FY2024-25 July Budget



Contra Costa School of Performing Arts 2024-25 July Budget - Summary Analysis



SUMMARY

This July Budget projects a budget deficit of (\$302,788).

This is an decrease of (\$377,153) from the Second Interim Budget projected surplus of \$74,366.

This will allow Contra Costa School of Performing Arts to end this fiscal year with a fund balance of (\$1,281,496), which is -22.8% of annual expenditures.

Reserve required by authorizer (4%) is not projected to be met in Yrs1-5.

Enrollment assumptions and their reasonableness have been determined by school management and the Board of Directors.

CASH FLOW

Operating cash flow is projected to remain positive throughout the next two fiscal years with \$0 balance reached in Yr3, as shown in the attached monthly cash flow schedule.

The lowest projected ending cash balance this coming fiscal year is \$225,457, which represents 15 days of operating costs on average.

The June 30 ending cash balance this coming fiscal year is projected to be \$307,113, which represents 20 days of average operating costs.

The FY2024-25 cash flow assumes the \$350,000 loan will not be taken.

The projected Days Cash on Hand for Years 1 -3 fails to meet bond covenant requirements.

This cash flow takes into account all currently projected impacts on cash flow at the time of this budget approval.

SIGNIFICANT CHANGES IN REVENUE (Total Change from Prior = decrease of (\$163,590), or -3.0% of prior revenues)

LCFF Entitlement: These "Local Control Funding Formula" revenues are the primary funding source for the school.

LCFF Entitlement projected revenues are \$106,562 higher than at Second Interim Budget due to a slight increase in LCFF funding rates.

Federal Revenues: This consists of Title I-IV (ESSA), Federal Special Education (IDEA), and Federal food programs (NSLP).

Federal Revenues are projected at \$112,716 higher than at Second Interim Budget primarily due to a projected increase in NSLP revenue.

Other State Revenues: These are the non-LCFF state revenues such as Lottery, ELOP, and one-time grants such as Arts & Music and Learning Recovery.

Other State Revenues are projected at (\$152,298) lower than at Second Interim Budget due to expected decreases in SpEd and NSLP revenue.

Other Local Revenues: This category is primarily fundraising revenue, but includes any non-LCFF local revenue sources.

Other Local Revenues are projected at (\$230,570) lower than at Second Interim Budget primarily due to updated grant and fundraising revenue projections.

SIGNIFICANT CHANGES IN EXPENSES (Total Change from Prior = increase of \$213,564, or 3.9% of prior expenses)

Salaries and Benefits: This includes all employee pay, plus benefits such as retirement, healthcare, Medicare, Social Security, etc.

Salaries and Benefits costs are \$105,622 higher than at Second Interim Budget, reflecting an additional 2% staffing increase across the board and new hires.

Books & Supplies: This category includes textbooks, computers, supplies, and other instructional and non-instructional materials and equipment.

Books & Supplies costs are projected at (\$24,090) lower than at Second Interim Budget to reflect cost-cutting effort assumptions provided by school management.

Services & Operating Expenses: These include all contracted services as well as travel, insurance, rent, legal costs, and other service-related expenses.

Services & Operating costs are projected to be (\$94,205) lower than at Second Interim Budget to reflect cost-cutting effort assumptions provided by school management.

Depreciation, Capital Outlay, and Other Outgo: This category includes depreciation on fixed assets and interest on long-term debt.

These costs are projected at \$226,236 higher than at Second Interim Budget, reflecting updated depreciation and interest expense projections.

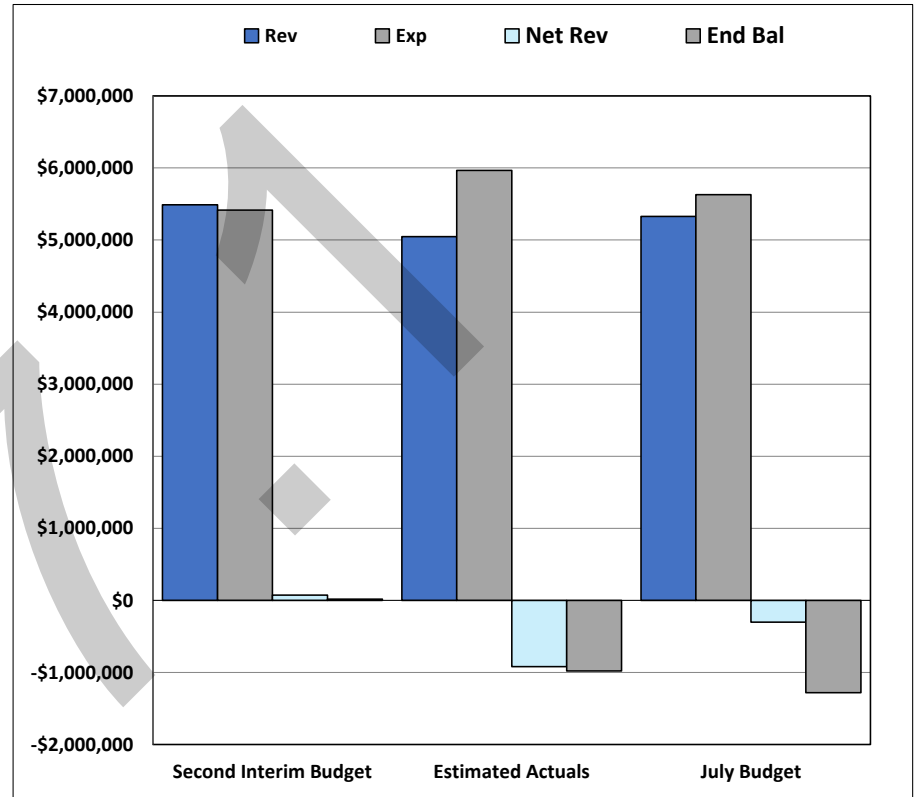
Contra Costa School of Performing Arts 2024-25 July Budget Enrollment and ADA Assumptions												
	2023-24		2024-25		2025-26		2026-27		2027-28		2028-29	
Total K-3	-	-	-	-	-	-	-	-	-	-	-	-
Total 4-6	64	59.37	65	60.40	75	69.70	85	78.99	95	88.28	105	97.58
Total 7-8	143	132.86	125	116.16	135	125.46	145	134.75	155	144.04	165	153.33
Total 9-12	143	130.96	160	148.69	165	153.33	170	157.98	175	162.63	180	167.27
TTL Enrollment/ADA	350	323.19	350	325.26	375	348.49	400	371.72	425	394.95	450	418.19
ADA Ratio (average):		92.34%		92.93%		92.93%		92.93%		92.93%		92.93%
Transitional Kinder	-	-	-	-	-	-	-	-	-	-	-	-
Kinder	-	-	-	-	-	-	-	-	-	-	-	-
Grade 1	-	-	-	-	-	-	-	-	-	-	-	-
Grade 2	-	-	-	-	-	-	-	-	-	-	-	-
Grade 3	-	-	-	-	-	-	-	-	-	-	-	-
Grade 4	-	-	-	-	-	-	-	-	-	-	-	-
Grade 5	-	-	-	-	-	-	-	-	-	-	-	-
Grade 6	64	59.37	65	60.40	75	69.70	85	78.99	95	88.28	105	97.58
Grade 7	53	-	-	-	-	-	-	-	-	-	-	-
Grade 8	90	132.86	125	116.16	135	125.46	145	134.75	155	144.04	165	153.33
Grade 9	34	-	160	148.69	165	153.33	170	157.98	175	162.63	180	167.27
Grade 10	40	-	-	-	-	-	-	-	-	-	-	-
Grade 11	27	-	-	-	-	-	-	-	-	-	-	-
Grade 12	42	130.96	-	-	-	-	-	-	-	-	-	-
Total			350	325.26	375	348.49	400	371.72	425	394.95	450	418.19

Enrollment assumptions provided by CCSPA Management and Board.

LCFF Unduplicated Calc:										
CALPADS Enrollment		350		375		400		425		450
Unduplicated Count		167		177		177		177		177
Unduplicated % (1-Year):		47.63%		47.24%		44.29%		41.68%		39.36%

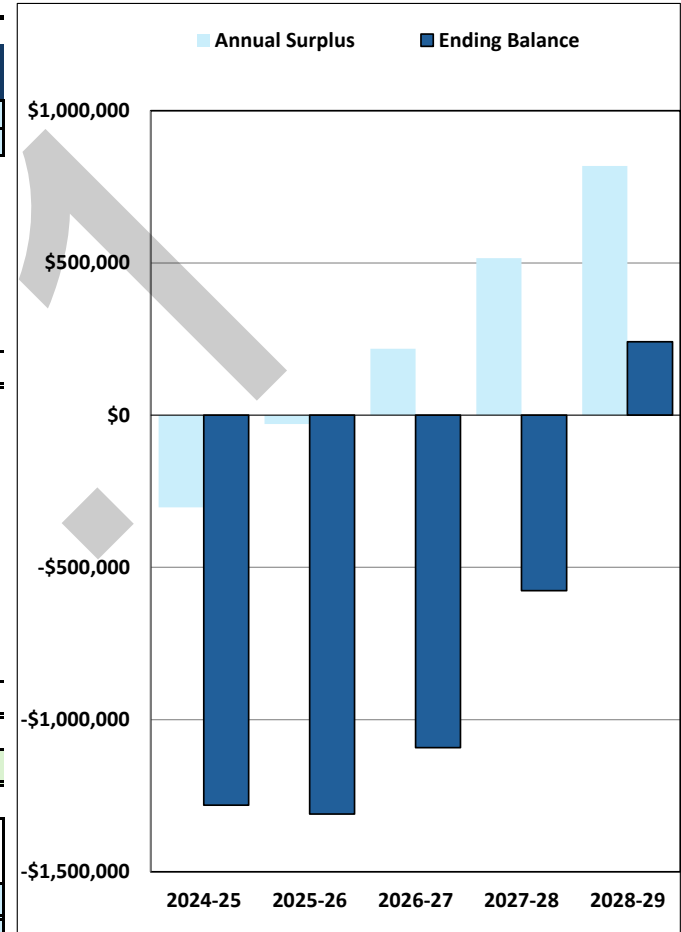
**Contra Costa School of Performing Arts
2024-25 July Budget
BUDGET SUMMARY**

	Second Interim Budget	Estimated Actuals	July Budget	Change
Projected Enrollment:	350	351	350	-
Projected P-2 ADA:	323.19	327.77	325.26	2.06
Revenues:				
General Purpose Entitlement	\$ 3,889,457	\$ 3,934,772	\$ 3,996,019	\$ 106,562
Federal Revenue	223,530	233,633	336,246	112,716
Other State Revenue	883,410	711,052	731,112	(152,298)
Other Local Revenue	494,005	166,736	263,435	(230,570)
TTL Revenues	\$ 5,490,402	\$ 5,046,193	\$ 5,326,812	\$ (163,590)
Expenditures:				
Certificated Salaries	\$ 1,859,520	\$ 1,862,553	\$ 2,025,791	\$ 166,271
Non-Certificated Salaries	470,380	464,666	401,260	(69,120)
Benefits	676,989	682,171	685,461	8,472
Books/Supplies/Materials	476,826	588,544	452,736	(24,090)
Services/Operations	1,239,067	1,477,535	1,144,862	(94,205)
Capital Outlay	14,539	14,539	14,539	-
Other Outgo	678,714	877,209	904,950	226,236
TTL Expenditures	\$ 5,416,036	\$ 5,967,217	\$ 5,629,600	\$ 213,564
Net Revenues	\$ 74,366	\$ (921,024)	\$ (302,788)	\$ (377,153)
Beginning Balance July 1	\$ (57,684)	\$ (57,684)	\$ (978,708)	
Ending Balance June 30	\$ 16,682	\$ (978,708)	\$ (1,281,496)	
Ending Balance as % of Exp:	0.3%	-16.4%	-22.8%	



**Contra Costa School of Performing Arts
2024-25 July Budget
Multi-Year Projection Summary**

Description	2024-25	2025-26	2026-27	2027-28	2028-29
Projected Enrollment:	350	375	400	425	450
Projected P-2 ADA:	325.26	348.49	371.72	394.95	418.19
Revenues:					
General Purpose Entitlement	3,996,019	4,380,239	4,813,142	5,268,802	5,748,771
Federal Revenue	336,246	368,224	402,710	421,669	440,619
Other State Revenue	731,112	793,215	868,403	937,906	1,009,490
Other Local Revenue	263,435	241,435	241,435	241,435	241,435
TTL Revenues	5,326,812	5,783,113	6,325,690	6,869,812	7,440,314
Expenditures:					
Certificated Salaries	2,025,791	2,092,421	2,200,384	2,310,506	2,422,830
Non-Certificated Salaries	401,260	409,285	452,471	461,520	505,751
Benefits	685,461	731,017	789,364	848,241	910,837
Books/Supplies/Materials	452,736	490,896	532,372	548,769	564,925
Services/Operations	1,144,862	1,181,330	1,238,069	1,290,664	1,344,878
Capital Outlay	14,539	14,539	14,539	14,539	14,539
Other Outgo	904,950	892,575	880,275	880,275	858,275
TTL Expenditures	5,629,600	5,812,063	6,107,474	6,354,514	6,622,036
Net Revenues	(302,788)	(28,950)	218,216	515,298	818,279
Beginning Fund Balance	(978,708)	(1,281,496)	(1,310,446)	(1,092,230)	(576,931)
Net Revenues	(302,788)	(28,950)	218,216	515,298	818,279
ENDING BALANCE	(1,281,496)	(1,310,446)	(1,092,230)	(576,931)	241,347
ENDING BALANCE (% of Outgo)	-22.8%	-22.5%	-17.9%	-9.1%	3.6%



**Contra Costa School of Performing Arts
2024-25 July Budget
Budget Detail & Prior Budget Comparison**

Description	Second Interim Budget	YTD Actuals	24-25 July Budget	Budget Change	Comments
Enrollment (CALPADS)	350	351	350	-	
Average Daily Attendance (P-2)	323.19	327.77	325.26	2.06	
REVENUES					
General Purpose Entitlement					
8011 LCFF General Entitlement	2,124,398	2,133,721	2,218,328	93,930	
8012 EPA Entitlement	64,638	65,554	65,100	462	
8019 Prior Year Unrestricted Revenue	16,314	10,963	-	(16,314)	
8096 In-Lieu-Of Property Taxes	1,684,107	1,724,534	1,712,591	28,484	
TTL General Purpose Entitlement	3,889,457	3,934,772	3,996,019	106,562	
Federal Revenue					
8181 Federal IDEA SpEd Revenue	44,330	54,819	50,450	6,120	
8182 SpEd - Discretionary Grants	-	18,251	-	-	
8220 School Nutrition Program-Federal	115,946	97,309	221,715	105,769	
8290 Other Federal Revenue	63,254	63,254	64,081	827	
TTL Federal Revenue	223,530	233,633	336,246	112,716	
Other State Revenue					
8311 AB602 State SpEd Revenue	374,572	279,973	320,311	(54,261)	
8520 School Nutrition Program-State	232,826	182,089	130,026	(102,800)	
8550 Mandated Cost Reimbursements	11,081	11,039	11,125	44	
8560 State Lottery Revenue	79,869	76,918	84,588	4,719	
8590 Other State Revenue	185,062	161,033	185,062	-	
TTL Other State Revenue	883,410	711,052	731,112	(152,298)	
Other Local Revenue					
8660 Interest Income	30,000	26,906	20,000	(10,000)	
8695 Local CTEIG	21,435	-	21,435	-	
8696 Donations - Private	50	50	-	(50)	
8697 Fundraising	341,160	-	100,000	(241,160)	
8698 Other Revenue (Suspense)	1,360	1,360	-	(1,360)	
8699 Other Revenue	100,000	138,420	122,000	22,000	
TTL Other Local Revenue	494,005	166,736	263,435	(230,570)	
TTL REVENUES	5,490,402	5,046,193	5,326,812	(163,590)	
EXPENDITURES					
1000 - Certificated Salaries					
1100 Teacher Compensation	1,382,165	1,382,165	1,609,365	227,200	
1130 Substitute Teacher Compensation	35,000	34,999	35,000	-	
1150 Teacher Stipends/Extra Duty	14,614	17,647	-	(14,614)	
1200 Student Support	116,247	116,247	111,814	(4,433)	
1300 Certificated Administrators	238,220	238,221	269,612	31,392	
1900 Other Certificated Salaries	73,274	73,274	-	(73,274)	
TTL Certificated Salaries	1,859,520	1,862,553	2,025,791	166,271	
2000 - Non - Certificated Salaries					
2100 Instructional Aides	110,875	110,874	158,646	47,771	
2130 Classified Substitutes	24,194	5,854	-	(24,194)	
2150 Instructional Aides Stipends	5,873	5,873	-	(5,873)	
2300 Classified Administrators	40,980	83,606	66,414	25,434	
2400 Clerical & Technical Staff	158,107	158,107	165,350	7,243	
2450 Clerical & Technical Stipends	3,562	3,562	-	(3,562)	
2900 Other Classified Positions	126,789	96,789	10,850	(115,939)	
TTL Non - Certificated Salaries	470,380	464,666	401,260	(69,120)	
3000 - Employee Benefits					
3101 STRS Certificated	355,168	355,168	386,926	31,758	
3212 Voluntary Retirement Classified	-	3,792	-	-	
3301 OASDI/Medicare (CERT)	62,947	62,947	29,374	(33,573)	
3302 OASDI/Medicare (CLASS)	-	-	30,696	30,696	
3401 Health Care Certificated	158,653	158,653	159,936	1,283	
3402 Health Care Classified	53,179	53,178	29,988	(23,191)	
3501 Unemployment Insurance Certificated	11,650	11,649	10,129	(1,521)	
3502 Unemployment Insurance Classified	-	-	2,006	2,006	
3601 Workers' Comp Certificated	27,893	27,892	30,387	2,494	
3602 Workers' Comp Classified	7,056	7,055	6,019	(1,037)	
3902 Other Benefits Class	444	-	-	(444)	
3990 PY Benefit Adjustments	-	1,834	-	-	
TTL Employee Benefits	676,989	682,171	685,461	8,472	

4000 - Books/Supplies/Materials				
4300 Textbooks & Core Curriculum	110,000	108,565	14,523	(95,478)
4305 Athletic Equipment	-	-	-	-
4310 Materials & Supplies	-	-	7,690	7,690
4315 Misc Supplies	9,731	9,731	-	(9,731)
4320 Office Supplies	37,095	26,828	28,694	(8,401)
4390 Other Supplies	-	6,102	4,524	4,524
4400 Non-Capitalized Equipment	45,000	44,624	43,636	(1,364)
4420 Non-Classroom Furniture, Equip, and Supplies	5,000	2,332	1,929	(3,071)
4700 School Nutrition Program	270,000	390,362	351,741	81,741
TTL Books/Supplies/Materials	476,826	588,544	452,736	(24,090)
5000 - Services & Operations				
5100 Subagreements for Services	140,000	100,000	12,126	(127,874)
5200 Travel & Conferences	19,119	20,000	-	(19,119)
5300 Dues & Memberships	45,039	45,039	36,460	(8,579)
5400 Insurance	86,466	77,161	67,221	(19,245)
5500 Operations & Housekeeping	11,000	21,515	82,052	71,052
5510 Utilities (General)	194,155	224,155	200,000	5,845
5520 Janitorial Services	-	2,616	-	-
5535 Custodial, Janitorial, Gardening Services	82,000	93,301	81,120	(880)
5610 Facility Rents & Leases	14,750	181,779	165,000	150,250
5615 Other Space Rental	45,000	44,360	3,834	(41,166)
5620 Equipment Leases	21,102	12,654	13,544	(7,558)
5630 Maintenance & Repair	35,000	40,000	16,871	(18,129)
5800 Professional Services - Non-instructional	107,261	125,047	67,369	(39,892)
5810 Legal	45,000	50,800	30,000	(15,000)
5820 Audit & CPA	7,500	10,675	11,675	4,175
5825 DMS Business Services	161,967	148,863	151,814	(10,153)
5835 Field Trips	13,445	13,888	-	(13,445)
5836 Fundraising Expenses	4,000	2,402	-	(4,000)
5840 Advertising & Recruitment	25,000	30,000	10,000	(15,000)
5850 Oversight Fees	38,895	39,348	39,960	1,066
5860 Service Fees	14,000	15,034	14,690	690
5870 Livescan Fingerprinting	299	299	-	(299)
5880 Instructional Vendors & Consultants	45,070	94,191	69,467	24,397
5881 Software	8,000	9,262	5,000	(3,000)
5887 Technology	65,000	49,969	56,937	(8,063)
5900 Communications	10,000	25,177	9,721	(279)
TTL Services & Operations	1,239,067	1,477,535	1,144,862	(94,205)
6000 - Capital Outlay				
6900 Depreciation	14,539	14,539	14,539	-
TTL Capital Outlay	14,539	14,539	14,539	-
7000 - Other Outgo				
7438 Interest Expense - Bonds	678,714	877,209	904,950	226,236
TTL Other Outgo	678,714	877,209	904,950	226,236
TTL EXPENDITURES	5,416,036	5,967,217	5,629,600	213,564
Revenues less Expenditures	74,366	(921,024)	(302,788)	(377,153)
Beginning Fund Balance	(57,684)	(57,684)	(978,708)	
Net Revenues	74,366	(921,024)	(302,788)	
ENDING BALANCE	16,682	(978,708)	(1,281,496)	
ENDING BALANCE AS % OF OUTGO	0.3%		-22.8%	

**Contra Costa School of Performing Arts
2024-25 July Budget
2024-25 Cash Flow**

Description	24-25 July Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH		285,504	477,169	601,733	558,137	520,327	398,456	315,028	311,672	225,457	340,761	380,127	335,431		
CASH INFLOWS															
REVENUES															
LCFF State Aid	2,218,328	110,212	110,212	198,382	198,382	198,382	198,382	198,382	201,199	201,199	201,199	201,199	201,199	-	2,218,328
Education Protection Account	65,100	-	-	16,172	-	-	16,172	-	-	16,378	-	-	16,378	-	65,100
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In-Lieu-Of Property Taxes	1,712,591	-	136,137	204,206	102,103	102,103	102,103	102,103	102,103	287,244	143,622	143,622	143,622	143,622	1,712,591
Federal Title Revenues	64,081	16,020	-	-	16,020	-	-	16,020	-	-	16,020	-	-	-	64,081
Other Federal Revenues	272,165	68,041	-	-	68,041	-	-	68,041	-	-	68,041	-	-	-	-
State Special Education	320,311	16,016	16,016	28,828	28,828	28,828	28,828	28,828	26,693	26,693	26,693	26,693	26,693	10,677	320,311
Other State Revenues	410,801	20,410	20,410	36,737	36,737	36,737	36,737	36,737	37,259	37,259	37,259	37,259	37,259	-	410,801
Local Revenues	263,435	21,953	21,953	21,953	21,953	21,953	21,953	21,953	21,953	21,953	21,953	21,953	21,953	-	263,435
TOTAL REVENUES	5,326,812	252,652	304,728	506,278	472,065	388,003	404,175	472,065	389,206	590,726	514,787	430,725	447,104	154,299	5,054,647
EXPENDITURES															
Certificated Salaries	2,025,791	-	184,163	184,163	184,163	184,163	184,163	184,163	184,163	184,163	184,163	184,163	184,163	-	2,025,791
Classified Salaries	401,260	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	33,438	-	401,260
Benefits	685,461	9,444	61,456	61,456	61,456	61,456	61,456	61,456	61,456	61,456	61,456	61,456	61,456	-	685,461
Books & Supplies	452,736	4,000	37,728	100,000	60,000	37,728	25,547	25,547	25,547	25,547	25,547	25,547	25,547	-	452,736
Services & Operations	1,144,862	95,405	95,405	95,405	95,405	95,405	95,405	95,405	95,405	95,405	95,405	95,405	95,405	-	1,144,862
Capital Outlay	14,539	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	-	14,539
Other Outgo	904,950	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	75,413	-	904,950
TOTAL EXPENSES	5,629,600	218,911	488,815	551,087	511,087	511,087	488,815	476,633	476,633	476,633	476,633	476,633	476,633	-	5,629,600
OTHER CASH INFLOWS/OUTFLOWS															
Accounts Receivable (net change)		307,439	307,439	-	-	-	-	-	-	-	-	-	-	-	614,878
Net Change in Payables		(150,726)	-	-	-	-	-	-	-	-	-	-	-	-	(150,726)
Fixed Asset Acquisitions		1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	-	14,544
Other Inflows/(Outflows)		-	-	-	-	-	-	-	-	-	-	-	-	-	-
NET INFLOWS/OUTFLOWS		157,925	308,651	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212		
ENDING CASH BALANCE		477,169	601,733	558,137	520,327	398,456	315,028	311,672	225,457	340,761	380,127	335,431	307,113		
Days Cash On Hand		31	39	36	34	26	20	20	15	22	25	22	20		

**Contra Costa School of Performing Arts
2024-25 July Budget
2025-26 Cash Flow**

Description	2025-26 Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH		307,113	503,011	326,833	303,514	288,900	182,230	117,036	139,780	68,322	212,778	277,861	250,888		
CASH INFLOWS															
REVENUES															
LCFF State Aid	2,475,571	122,993	122,993	221,387	221,387	221,387	221,387	221,387	224,530	224,530	224,530	224,530	224,530	-	2,475,571
Education Protection Account	69,750	-	-	17,327	-	-	17,327	-	-	17,548	-	-	17,548	-	69,750
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In-Lieu-Of Property Taxes	1,834,918	-	145,861	218,792	109,396	109,396	109,396	109,396	109,396	307,761	153,881	153,881	153,881	153,881	1,834,918
Federal Title Revenues	368,224	92,056	-	-	92,056	-	-	92,056	-	-	92,056	-	-	-	368,224
Other Federal Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
State Special Education	793,215	39,661	39,661	71,389	71,389	71,389	71,389	71,389	66,101	66,101	66,101	66,101	66,101	26,441	793,215
Other State Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Revenues	241,435	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	-	241,435
TOTAL REVENUES	5,783,113	274,829	328,634	549,015	514,348	422,292	439,619	514,348	420,147	636,061	556,688	464,632	482,180	180,321	5,783,113
EXPENDITURES															
Certificated Salaries	2,092,421	-	190,220	190,220	190,220	190,220	190,220	190,220	190,220	190,220	190,220	190,220	190,220	-	2,092,421
Classified Salaries	409,285	34,107	34,107	34,107	34,107	34,107	34,107	34,107	34,107	34,107	34,107	34,107	34,107	-	409,285
Benefits	731,017	10,071	65,540	65,540	65,540	65,540	65,540	65,540	65,540	65,540	65,540	65,540	65,540	-	731,017
Books & Supplies	490,896	4,337	40,908	108,429	65,057	65,057	40,908	27,700	27,700	27,700	27,700	27,700	27,700	-	490,896
Services & Operations	1,181,330	98,444	98,444	98,444	98,444	98,444	98,444	98,444	98,444	98,444	98,444	98,444	98,444	-	1,181,330
Capital Outlay	14,539	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	-	14,539
Other Outgo	892,575	74,381	74,381	74,381	74,381	74,381	74,381	74,381	74,381	74,381	74,381	74,381	74,381	-	892,575
TOTAL EXPENSES	5,812,063	222,553	504,813	572,333	528,962	528,962	504,813	491,605	491,605	491,605	491,605	491,605	491,605	-	5,812,063
OTHER CASH INFLOWS/OUTFLOWS															
Accounts Receivable (net change)		143,622	-	-	-	-	-	-	-	-	-	-	-	-	143,622
Net Change in Payables		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Asset Acquisitions		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Inflows/(Outflows)		-	-	-	-	-	-	-	-	-	-	-	-	-	-
NET INFLOWS/OUTFLOWS		143,622	-	-	-	-	-	-	-	-	-	-	-	-	-
ENDING CASH BALANCE		503,011	326,833	303,514	288,900	182,230	117,036	139,780	68,322	212,778	277,861	250,888	241,464		
Days Cash On Hand		33	21	20	19	12	8	9	4	14	18	16	16		

**Contra Costa School of Performing Arts
2024-25 July Budget
2026-27 Cash Flow**

Description	2026-27 Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total For Year
BEGINNING CASH		241,464	312,848	139,548	134,586	142,168	49,071	646	48,741	(6,099)	169,368	262,656	255,265		
CASH INFLOWS															
REVENUES															
LCFF State Aid	2,781,496	138,192	138,192	248,745	248,745	248,745	248,745	248,745	252,277	252,277	252,277	252,277	252,277	-	2,781,496
Education Protection Account	74,400	-	-	18,482	-	-	18,482	-	-	18,718	-	-	18,718	-	74,400
Prior Year Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In-Lieu-Of Property Taxes	1,957,246	-	155,586	233,378	116,689	116,689	116,689	116,689	116,689	328,279	164,139	164,139	164,139	164,139	1,957,246
Federal Title Revenues	402,710	100,678	-	-	100,678	-	-	100,678	-	-	100,678	-	-	-	402,710
Other Federal Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
State Special Education	868,403	43,420	43,420	78,156	78,156	78,156	78,156	78,156	72,367	72,367	72,367	72,367	72,367	28,947	868,403
Other State Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Revenues	241,435	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	20,120	-	241,435
TOTAL REVENUES	6,325,690	302,409	357,317	598,881	564,388	463,710	482,192	564,388	461,453	691,760	609,581	508,903	527,621	193,086	6,325,690
EXPENDITURES															
Certificated Salaries	2,200,384	-	200,035	200,035	200,035	200,035	200,035	200,035	200,035	200,035	200,035	200,035	200,035	-	2,200,384
Classified Salaries	452,471	37,706	37,706	37,706	37,706	37,706	37,706	37,706	37,706	37,706	37,706	37,706	37,706	-	452,471
Benefits	789,364	10,875	70,772	70,772	70,772	70,772	70,772	70,772	70,772	70,772	70,772	70,772	70,772	-	789,364
Books & Supplies	532,372	4,704	44,364	117,590	70,554	70,554	44,364	30,040	30,040	30,040	30,040	30,040	30,040	-	532,372
Services & Operations	1,238,069	103,172	103,172	103,172	103,172	103,172	103,172	103,172	103,172	103,172	103,172	103,172	103,172	-	1,238,069
Capital Outlay	14,539	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	1,212	-	14,539
Other Outgo	880,275	73,356	73,356	73,356	73,356	73,356	73,356	73,356	73,356	73,356	73,356	73,356	73,356	-	880,275
TOTAL EXPENSES	6,107,474	231,025	530,617	603,843	556,807	556,807	530,617	516,293	516,293	516,293	516,293	516,293	516,293	-	6,107,474
OTHER CASH INFLOWS/OUTFLOWS															
Accounts Receivable (net change)		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Payables		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Asset Acquisitions		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Inflows/(Outflows)		-	-	-	-	-	-	-	-	-	-	-	-	-	-
NET INFLOWS/OUTFLOWS															
ENDING CASH BALANCE		312,848	139,548	134,586	142,168	49,071	646	48,741	(6,099)	169,368	262,656	255,265	266,593		
Days Cash On Hand		20	9	9	9	3	0	3	(0)	11	17	17	17		

EDUCATION PROTECTION ACCOUNT - EXPENDITURE SUMMARY

State law requires that our charter school make a specific determination of how Education Protection Account monies are received and spent. These funds may not be expended on administrative costs. Our practice is to expend 100% of all Education Protection Account monies on teacher salaries, to ensure that 100% of spending is instructionally-related and is not spent for administrative uses.

The table on the following page shows the historical and projected revenues and expenditures of Education Protection Account dollars, from the most recent audited fiscal year through the upcoming budget year.

This document shall be approved by the School's Governing Board as part of the approval of the annual budget in June, and a copy of the approved document shall be posted on the School's website.

Below is the actual law relating to this requirement:

Article XIII, Section 36, Subdivision (e), Paragraph (6) of the California Constitution:

(6) A community college district, county office of education, school district, or charter school shall have sole authority to determine how the moneys received from the Education Protection Account are spent in the school or schools within its jurisdiction, provided, however, that the appropriate governing board or body shall make these spending determinations in open session of a public meeting of the governing board or body and shall not use any of the funds from the Education Protection Account for salaries or benefits of administrators or any other administrative costs. Each community college district, county office of education, school district, and charter school shall annually publish on its Internet Web site an accounting of how much money was received from the Education Protection Account and how that money was spent.

EDUCATION PROTECTION ACCOUNT - EXPENDITURE SUMMARY

Contra Costa School of Performing Arts

**Expenditures for Years Ending June 30, 2023, 2024 & 2025
For Fund 62, Resource 1400 Education Protection Account**

Description	Object Codes	2022-23 (Audited)	2023-24 (Projected)	2024-25 (Budget)
AMOUNT AVAILABLE FOR THIS FISCAL YEAR				
Adjusted Beginning Fund Balance	9791-9795	0.00	0.00	0.00
Education Protection Account Revenue	8010-8099	63,370.00	65,100.00	69,750.00
Federal Revenue	8100-8299	0.00	0.00	0.00
Other State Revenue	8300-8599	0.00	0.00	0.00
Other Local Revenue	8600-8799	0.00	0.00	0.00
All Other Financing Sources	8900-8999	0.00	0.00	0.00
Deferred Revenue	9650	0.00	0.00	0.00
TOTAL AVAILABLE		63,370.00	65,100.00	69,750.00
EXPENDITURES AND OTHER FINANCING USES				
Certificated Salaries	1000-1999	63,370.00	65,100.00	69,750.00
Classified Salaries	2000-2999	0.00	0.00	0.00
Employee Benefits	3000-3999	0.00	0.00	0.00
Books and Supplies	4000-4999	0.00	0.00	0.00
Subagreements for Services	5100-5199	0.00	0.00	0.00
Other Services & Operating Expenditures	5200-5999	0.00	0.00	0.00
Capital Outlay	6000-6999	0.00	0.00	0.00
Other Outgo	7000-7999	0.00	0.00	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		63,370.00	65,100.00	69,750.00
BALANCE (Total Available minus Total Expenditures)		0.00	0.00	0.00
PORTION OF EPA DOLLARS EXPENDED ON INSTRUCTION (NON-ADMINISTRATIVE)		100.00%	100.00%	100.00%

Coversheet

Contract Negotiations

Section: VI. Finance
Item: B. Contract Negotiations
Purpose: Vote

Submitted by:

Related Material:

CCSPA-SOW#6-CALPADS and Attendance Support-060324 (1).pdf

COCOSPA - JR CATERING SY 2023-24 SCHOOL LUNCH CONTRACT JANITORIAL SERVICE A

DDENDUM revised 5-20-2024.pdf



STATEMENT OF WORK #6
by and between
EdTec Inc. and Contra Costa School of Performing Arts

Reference:	Master Services Agreement dated February 28, 2020, by and between EdTec Inc. ("EdTec") and Contra Costa School of Performing Arts("Client").
Term:	June 3, 2024 through June 30, 2025. (the "Initial Term"). This Statement of Work shall automatically renew for consecutive additional one (1) year terms unless either party provides written notice of non-renewal to the other at least one hundred twenty (120) days prior to the expiration of the then-current term (each, a "Renewal Term"). The Initial Term and any Renewal Term(s) are referred to as the Term.
Scope of Services:	<p>CALPADS Support to Include:</p> <ul style="list-style-type: none"> • CALPADS project management, including: <ul style="list-style-type: none"> ○ Establishing timelines and milestones ○ Tracking important system changes and announcements ○ Communicating progress and areas of need to appropriate school officials • Provide instruction on data elements for staff to collect • Training and documentation on data entry into student information system, CALPADS system, or file templates as appropriate • Generate files and assist schools in resolving missing/conflicting data in student information system • Upload files and assist schools in resolving missing/conflicting data in CALPADS • Review of key performance indicators, red flags, and possible implications of certified data • Complete all CALPADS submissions for Client to review and certify <p><i>Please see the attached Annex A for a detailed description of EdTec and Client CALPADS responsibilities. 2023/24 EOY submission is the sole responsibility of the Client and any support provided shall be billed hourly.</i></p> <p>Attendance and Data Reporting to Include:</p> <ul style="list-style-type: none"> • Local attendance reporting – EdTec will provide support with monthly attendance reports based on school-provided data as outlined in the addendum to this Statement of Work. • State attendance reporting – Using school-provided data, and at the school's request, EdTec will provide support on government attendance reports, including the 20-day report, P-1, P-2, and Annual Attendance Report. • Attendance procedures assistance – EdTec will provide assistance reviewing schools' attendance accounting procedures and advising on areas for

	<p>improvement, although the school is ultimately responsible for keeping accurate attendance and ADA compliance.</p> <ul style="list-style-type: none"> Quarterly ADA analysis – EdTec reviews ADA data to ensure the school is on track with projections, if EdTec is provided access by the school to their Student Information System. <p><i>School requests for EdTec assistance on items not listed in this section shall be billed hourly.</i></p>
<p>Excluded Services:</p>	<p>Other than the services outlined above, EdTec is not responsible for any other activities, unless mutually agreed to in writing.</p>
<p>Compensation:</p>	<ul style="list-style-type: none"> Discounted hourly rate of \$160 on a time and material basis for any work related to 2023/24 EOY CALPADS submission or any other work performed prior to July 1, 2024 Fixed fee of \$15,500 to be billed in 12 equal installments for 2024/25 school fiscal year and any subsequent renewal terms. Actual travel costs and out of pocket expenses will be billed to Client and travel time, if necessary, will be billed at \$80/hour (half the hourly fee). Any work requested by Client beyond the scope of this Statement of Work is billable at the then current hourly rate (currently \$160). All fee estimates are subject to Client compliance with the School Obligations set forth below. Fee Increases: EdTec reserves the right to increase the fees payable under this Statement of Work by up to 5% upon the conclusion of the Initial Term and each Renewal Term. EdTec will provide written notice of a fee increase at least thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable. Payment Terms: Payment terms are net 30 days from receipt of EdTec's invoices, which shall be issued monthly and upon completion of the services. EdTec reserves the right to suspend the provision of Services in the event an invoice is thirty days past due.

<p>School Obligations:</p>	<p>Client CALPADS responsibilities include:</p> <ul style="list-style-type: none"> ▪ Collecting student, course, and staff data ▪ Inputting data into student information system, file templates, or CALPADS system as appropriate following training/instructions and schedule provided by EdTec ▪ Resolving data discrepancies that cannot be resolved by EdTec ▪ Resolving anomalies with other LEAs ▪ Certifying completed submissions after EdTec completes submission process <p>Client shall be responsible for the quality and integrity of its data and verifying the accuracy of certification reports, including all supporting reports.</p> <p>Client shall provide EdTec with access to Client's instance and/or equipment upon which applicable software programs are loaded or operating as reasonably necessary to permit EdTec to perform its obligations under this SOW.</p> <p>In order to fulfill the scope of services described herein, EdTec relies on Client to provide timely, accurate and complete information, to cooperate reasonably with EdTec, and to timely complete all tasks reasonably requested of Client in connection with the project.</p>
<p>Termination:</p>	<p>Either party may, upon giving thirty (30) days' written notice identifying specifically the basis for such notice, terminate this Statement of Work for breach of a material term or condition of this Statement of Work, unless the party receiving the notice cures such breach within the thirty (30) day period. In addition, EdTec may terminate this Statement of Work immediately upon written notification and without liability, (a) if Client, in EdTec's reasonable judgment, violates any of the "School Obligations" above, or (b) upon any revocation of Client's charter. Upon any early termination under this section, Client shall pay EdTec for all services rendered by EdTec prior to the effective date of termination.</p>
<p>EDTEC INC.</p> <p>By: _____</p> <p>Name: Steve Campo</p> <p>Title: President & CEO</p> <p>Date: _____</p> <p>1266 66th Street #4 Emeryville, CA 94608</p> <p>Fax: 510.663.3503</p>	<p>CONTRA COSTA SCHOOL OF PERFORMING ARTS</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Address: _____</p> <p>_____</p> <p>Email: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>

Statement of Work #6 by and between EdTec Inc. and
 Contra Costa School of Performing Arts
 Page 4 of 4, June 3, 2024

Attachment 1: CALPADS Services		
The services described below will be performed for the fixed annual fee set forth in this Statement of Work, provided that Client uses an EdTec-preferred Student Information System (SIS). In the event that Client uses a non-preferred SIS, EdTec will provide up to 30 hours per school per school fiscal year of the service under the fixed annual fee; additional support hours shall be billed at the then-current discounted data service rate.		
Task Description	EdTec Responsibilities	School Responsibilities
B. Fall 2 Submission (October - March)		
Data Review and Reconciliation	<ul style="list-style-type: none"> -Provide schools with list of required data and project calendar -Manage submission deadlines for each school site and provide regular reminders -Review State required data in School's SIS and identify missing/inaccurate data -Review of CALPADS Fall 2 setup in School's SIS -Train staff how to review Fall 2 certification reports and resolve fatal errors 	<ul style="list-style-type: none"> -Populate School's SIS with all Fall 2 required data per EdTec's guidance -Adhere to project calendar deadlines as set forth by EdTec -Review and certify Fall 2 snapshot reports and make corrections, as needed
Staff Demographics Submission	<ul style="list-style-type: none"> -Generate reports that identify missing or inaccurate staff demographic data -Provide guidance on data requirements for staff demographic records -Provide guidance on obtaining SEID numbers for credentialed staff 	<ul style="list-style-type: none"> -Request Statewide Educator ID (SEID) numbers for certificated staff -Enter staff demographic data and fix any error identified by EdTec
Staff Assignments Submission	<ul style="list-style-type: none"> -Update school-provided Staff Assignment data into School's SIS, as needed -Provide guidance on data requirements for staff assignment records -Generate, upload and troubleshoot SASS extract(s) 	<ul style="list-style-type: none"> -Enter staff assignments records in the staff assignments into School's SIS
Course Sections Submission	<ul style="list-style-type: none"> -Update school-provided Course/Section data into School's SIS -Generate, upload and troubleshoot CRSE extract(s) 	<ul style="list-style-type: none"> -Enter required course and section information in School's SIS
Student Course Sections Submission	<ul style="list-style-type: none"> -Generate, upload and troubleshoot SCSE extracts 	<ul style="list-style-type: none"> -Ensure student schedules are up-to-date and accurate through Census Day
C. End-of-Year Submission (May - August)		
Data Review and Reconciliation	<ul style="list-style-type: none"> -Provide schools with list of required data and project calendar -Manage submission deadlines for each school site and provide regular reminders -Review State required data in School's SIS and identify missing/inaccurate data -Review of CALPADS EOY setup in School's SIS (discipline codes, program codes) -Train staff how to review EOY certification reports and resolve fatal errors 	<ul style="list-style-type: none"> -Populate School's SIS with all EOY required data per EdTec's guidance -Adhere to project calendar deadlines as set forth by EdTec -Review and certify End-of-Year certification snapshot reports and make corrections, as needed
Student Enrollment Update Submission	<ul style="list-style-type: none"> -Generate and submit SENR and SINP extracts for all changes since the Fall 1 Submission 	<ul style="list-style-type: none"> -Populate School's SIS with required student demographic information for students since the last enrollment update -Verify completers and graduates along with all associated data elements
End-of-Year Program Submission	<ul style="list-style-type: none"> -Submit and troubleshoot the End-of-Year program submission (SPRG) -Provide guidance on data requirements for additional program records 	<ul style="list-style-type: none"> -Enter student End-of-Year student program records into School's SIS
End-of-Year Discipline and Attendance Submission	<ul style="list-style-type: none"> -Submit and troubleshoot the End-of-Year Discipline submission (SDIS) -Submit and troubleshoot the End-of-Year Attendance submission (STAS) -Provide guidance on data requirements and process for adding discipline records in School's SIS 	<ul style="list-style-type: none"> -Enter student discipline information into School's SIS -Enter all absences for the reporting year into School's SIS
End-of-Year Course Completion Submission	<ul style="list-style-type: none"> -Submit and troubleshoot the End-of-Year Course Completion submission (CRSC and SCSC) 	<ul style="list-style-type: none"> -Confirm all term grades have been entered into School's SIS for Grades 7-12
D. Anomaly Resolution (Year-long, as needed)		
Anomaly Resolution Support	<ul style="list-style-type: none"> -Assist school with identifying and fixing CCE, MID and ERD anomalies in CALPADS and School's SIS -Provide schools with CALPADS contact info for other LEAs 	<ul style="list-style-type: none"> -Follow up with other LEAs to resolve anomalies

*This proposal does not include data remediation services. If it is determined that the initial data quality and set up requires significant intervention by EdTec, a separate scope of work for data remediation services may be required.



FACILITY JANITORIAL SERVICE ADDENDUM

The purpose of this addendum is to memorialize janitorial service rates for non-contracted tasks provided by JR Catering. These added tasks are assigned to aid in completing the required facility janitorial daily and weekly maintenance plan, as well as additional emergency needs that arise.

JR Catering requires a standard \$38.00 per hour for janitorial task work in addition to the SY 2023-24 NSLP/CACFP meal service contract. For any requested janitorial labor event there is a 3-hour service minimum per request not to exceed 8-hour per day unless otherwise specified in writing by the Contra Costa School of Performing Arts Executive Director. Labor requests billing will coincide with the current contract cycle.

As needs to aid in the maintenance of the Contra Costa School of Performing Arts arise this labor rate will apply unless otherwise specified by JR Catering in the billing cycle ancillary requests are completed.

All terms previously agreed to in the current agreement apply to this addendum. This agreement expires on June 30, 2024, rates given will apply to required tasks performed prior to the contract for SY 24-25 taking effect.

The Parties whose signatures are affixed below are fully authorized to and have executed this Agreement:

Contra Costa School of Performing Arts

JR Catering

Signature: _____
Name: Catherine Foster
Title: Executive Director
Date: 5-20-2024

Signatur _____
Name: Reyes Ramos
Title: President - CEO
Date: 2-1-2024

Coversheet

Bondholder Loan Terms

Section: VI. Finance
Item: C. Bondholder Loan Terms
Purpose: FYI
Submitted by:
Related Material: Series 2024 Note Term Sheet 6.17.pdf

PRIVATE & CONFIDENTIAL



June 17, 2024

TERM SHEET

2730 Mitchell Drive LLC
 Taxable Lease Revenue Notes, Series 2024-A

This summary of basic terms between Charthouse Public Schools which operates Contra Costa School of Performing Arts (the “School”), 2730 Mitchell Drive LLC (the “Borrower”, together “Borrower/School”) and Rosemawr Management LLC, on behalf of a fund managed by it (“Purchaser” and together with the School, the “Parties”), memorializes the Parties’ understanding of the material terms relating to the proposed purchase of the above-captioned Taxable Revenue Notes, Series 2024-A (the “Notes”) by Purchaser to be issued by the Borrower in order to fund interest expenses, a payment to the School for the purposes listed below.

Purpose and Summary	The Borrower will use the proceeds from the financing to fund interest expenses on the Series 2020A and Series 2020B Bonds and fund certain marketing and recruitment expenses outlined by the Mariposa Consulting Group.
Borrower/School	2730 Mitchell Drive LLC, a California non-profit corporation whose sole member is 2730 Mitchell Drive LLC. The Borrower leases its facility to Charthouse Public Schools, a CA non-profit corporation who operates Contra Costa School of Performing Arts.
Note Purchaser	A fund or account managed by Rosemawr Management, LLC
Guarantor	Charthouse Public Schools
Noteholder Representative	Rosemawr Management, LLC
Par Amount	Approximately [\$350,000]

This summary of terms is not a commitment to lend or an offer to purchase the Note. The terms and conditions set forth herein are subject to modification or restructuring based upon Noteholder Representative’s (as hereinafter defined) due diligence, legal review and disclosure or discovery of additional or changed information. These are basic terms for discussion of the business deal – there will be other terms, covenants, etc. This term sheet shall be superseded by the definitive agreements described herein, if any are entered into.

Purchase Price	The Note will be purchased at a price of 100.00% (par).
Interest Rate	The Note shall bear an interest rate of 5%. Interest will be paid at maturity or upon earlier prepayment in whole or in part. Interest shall accrue on a 30/360 basis.
Date of Issuance	Purchaser, Borrower and all involved parties will conduct their best efforts to close the transaction on or before [July 15, 2024] (“Desired Closing Date”) subject to conditions outlined in this Term Sheet and other customary due diligence and required transaction documents.
Use of Proceeds	Note proceeds shall be used to: <ol style="list-style-type: none"> 1. Fund interest expenses of the Borrower equal to \$300,000; and 2. Fund up to \$50,000 of the Mariposa Consulting Group (“MCG”) contract; and 3. Fund costs of issuance.
Maturity	December 15, 2025
Amortization	None. The Note will be due at Maturity.
Interest and Principal Payments	Interest on the Notes shall be payable on the Maturity Date.
Optional Redemption	The Note will be eligible for optional redemption at anytime, at par plus accrued interest to the redemption date on fourteen calendar days’ notice.
Security/Intercreditor Agreement	The School/Borrower, Trustee for the Borrower/School’s existing bonds and Purchaser shall enter into an Intercreditor Agreement whereby the parties agree that the Note is secured on a parity of lien with respect the Borrower/School’s obligations under the Lease and Loan Agreement related to the existing bonds.
Guarantor	Charthouse Public Schools

<p>Guaranty Agreement</p>	<p>The School shall enter into a Guaranty Agreement obligating it to repay the Note in full, in exchange for the Borrower’s agreement to provide it with \$50,000 in note proceeds from the issuance of the Note to fund the cost of the MCG consulting work.</p>
<p>Mariposa Consulting Group</p>	<p>The School shall engage MCG to provide marketing and recruitment services, along with other services described more fully in MCG’s June 4, 2024 proposal.</p> <p>Any Reports or other materials from MCG shall be shared with Noteholder Representative. The School shall authorize MCG to communicate with Noteholder Representative outside the presence of the school at any time.</p>
<p>Budgeting</p>	<p>As a condition to purchase of the Note, the School and the Borrower shall each provide Noteholder Representative with a balanced budget for the FY2025 school year which provides for payment of lease expenses net of the \$300,000 Note proceeds provided to the Borrower for interest expenses. Noteholder Representative shall provide feedback on said balanced budget within five Business Days of receiving it.</p>
<p>Budget Amendments & Major Contracts</p>	<p>The School shall not pass any amendments to its then effective budget (including the budget described in the prior paragraph) without approval of Noteholder Representative while the Notes are outstanding.</p> <p>The School shall not enter into any new contracts in excess of \$50,000, without the prior written approval of the Noteholder Representative, nor amend collective bargaining contracts for employment of teachers without approval of the Noteholder Representative, so long as the Note is outstanding.</p>

<p>Zoning Amendment</p>	<p>The Borrower authorizes the Noteholder Representative to apply for an amendment to the current zoning for the Facilities leased by the School at its sole cost and expense. The School/Borrower shall cooperate with any reasonable requests for cooperation, such as execution of amendment requests and related application to the relevant zoning authorities. The Purchaser shall reimburse the School/Borrower for reasonable out of pocket expenses associated with the amendment/modification.</p>
<p>Continuing Disclosure</p>	<p>So long as the Notes are outstanding, the School/Borrower shall provide the Noteholder Representative with monthly enrollment reports, broken down by grade, and financials, including balance sheet, income statement and comparative statements of actual to budgeted revenues and expenses, both on a monthly and fiscal year to date basis, no later than the fifteenth day of the following month, commencing August 15, 2024. The School shall also schedule monthly calls with the Noteholder Representative within five Business Days of providing its monthly financials. The School shall also provide the Noteholder Representative with a conference link (ie Zoom, Teams, etc.) to its Board Meetings. For the avoidance of doubt, the Noteholder Representative may only participate in the portion of the meeting open to the public and may not attend any Executive Sessions.</p>
<p>Conditions Precedent</p>	<p>Prior to or simultaneously with the issuance of the Notes, the Borrower shall obtain or provide to the Purchaser’s satisfaction the following: acceptance of documentation including the following (the “Financing Documents”):</p> <ol style="list-style-type: none"> 1. Note; 2. Intercreditor Agreement; 3. Guaranty Agreement; 4. First Amendment Lease Amendment; and 5. Such other documents and opinions as may be requested by Purchaser and its counsel.
<p>Due Diligence</p>	<p>The Borrower will cooperate with the Noteholder Representative in its due diligence review and shall provide all the necessary documents required by the Noteholder Representative in conjunction with said review.</p>

<p>Events of Default</p>	<p>Generally, Events of Default shall include, but not be limited to: (i) any default of the Borrowers under the Financing Documents; (ii) the failure to make any required debt payment; (iii) failure to follow the recommendations of MCG, and (iv) an event of default under any of the Bond Documents.</p>
<p>Expenses</p>	<p>Noteholder Representative will be reimbursed by the Borrower for all reasonable legal and consulting fees and other diligence expenses incurred in connection with the transaction whether or not the transaction is consummated, except as specifically set forth herein under “Zoning”.</p>
<p>Confidentiality</p>	<p>The provisions of this Term Sheet shall be kept confidential and shall not, without Noteholder Representative’s prior consent, be disclosed by the Borrower to any person or entity other than: the Borrower’s directors, senior administrators, and professional advisors who have a need to know. All such persons or entities provided this Term Sheet shall be informed of this confidentiality requirement. Notwithstanding the foregoing, the terms of this paragraph shall be not prevent the Borrower from complying with its obligations under State Law.</p>
<p>Exclusivity</p>	<p>Upon execution of this Term Sheet, the Borrower and Noteholder Representative shall negotiate and work in good faith with one another to consummate the transaction described herein, based on documents provided by Noteholder Representative. The Borrower shall cease discussions with any other potential lenders, or parties not identified herein, regarding the transaction contemplated by this Term Sheet until 90 day date from execution, unless and until Noteholder Representative notifies the Borrower in writing that is determined not to pursue the transaction.</p>

This summary of terms is not a commitment to lend or an offer to purchase the Note. The terms and conditions set forth herein are subject to modification or restructuring based upon Bondholder’s due diligence, legal review and disclosure or discovery of additional or changed information. These are basic terms for discussion of the business deal – there will be other terms, covenants, etc. This term sheet shall be superseded by the definitive agreements described herein, if any are entered into. This summary of terms is not a commitment to lend or an offer to purchase the Bonds. The terms and conditions set forth herein are subject to

modification or restructuring based upon Noteholder Representative’s due diligence and legal reviews. These are basic terms for discussion of the business deal – there will be other terms, covenants, etc.

IN WITNESS WHEREOF, and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto on this _____ day of June, 2024.

[Balance of page intentionally left blank.]

ROSEMAWR MANAGEMENT LLC, on behalf of
certain funds and/or accounts managed by it

By: _____

Title: _____

CHARHOUSE PUBLIC SCHOOLS

By: _____

Title: _____

2730 MITCHELL DRIVE LLC

By: _____

Title: _____

Coversheet

Executive Summary

Section: VII. Other Business
Item: A. Executive Summary
Purpose: Discuss
Submitted by:
Related Material: Executive Summary June 2024.pdf

Executive Summary

Prepared by Catherine Foster

June 25, 2024

Enrollment:

Grade	Total Enrolled to Date	Goal 24-25	Target 25-26
6th	57	65	70
7th	74	60	70
8th	52	60	70
9th	80	60	60
10th	32	35	35
11th	39	35	35
12th	24	35	35
Total	358	350	375

- Tiana Freiri focused on students enrolling and registering in SchoolMint.
- Callie Tirlia attending events in the community.
- Bellie handing out flyers.
- Collaborating with the Leshner Center.
- Parent advocacy group supporting with recruitment.
- Considering events to host at the school over the summer.
- Canvas neighborhoods.
- Flyers and postcards at local studios.
- Hang additional banners and posting yard signs.
- Working on a campaign on social media to launch in July.
 - Video in production.
 - New ad materials.
- Potential phonebanks.
- Materials at the libraries and on community boards.
- Tables at the movie theater in addition to the posters and ad before the movie.
- Students at local performances/events.
- Referral program.
- Sending out summer newsletter to keep parents engaged.

Ask: None at this time.

County Board Updates:

I attended the Special Charter Committee Meeting on June 12th as well as the general meeting on June 12th. I was able to listen to the discussion and answer questions around our budget. I made a public comment at the general meeting. At both meetings, concerns were raised around our solvency, but it was pointed out that we have the cash on hand and we can continue to operate within the budget restrictions.

Jan 18th notice - MOU 4% reserves

- Support of School Services monthly around the budget and financing.
- Monthly deliverables and meetings with Neil McChesney.

April 15th Notice- Regarding Low Track for Academic Results (CAASPP)

- Filed an [Improvement Plan](#) and draft LCAP.
- Based on the information provided, the notice was resolved however we must continue to meet the goals outlined in the plan which align to our LCAP.

Ask: None at this time.

Safety & Security:

- Working on facility needs over the summer.

***Ask:** Still need updated security cameras. Looking at Minga which is a system for monitoring hall passes. Some doors need to be fixed for security purposes.*

Facility:

- HVAC updating
- Carpets are becoming a hazard
- Tile for walls in the student bathrooms
- Some outlets are not working properly in some classrooms
- Painting the halls
- Bike storage

***Ask:** Review and support to determine the highest needs and funding to secure contractors over the summer.*

Community & Culture Building:

- Planning for new student Orientation in August
 - 6th Grade
 - All other grades
 - Focus on DEI work with students.
 - Parent Orientation
 - Assembly for middle school Monday and Friday mornings first 15 minutes
 - Advisory on Wednesday morning - 45 minutes
 - Focus on needs arising, SEL, behavior, culture
 - Working with Ensemble around Halloween Event and Fundraiser with parents.

Ask: None at this time.

ED Goals Update:

- 1. Increase academic performance to a similar level as the district around us per the charter.**

Progress update:

- Waiting for CAASPP results in July.

- 2. Retain and recruit teachers and students.**

Progress update:

- See enrollment.
- Staffing - one opening.

- 3. Develop and implement instructional strategies to address the diversity of talents and needs.**

Progress update:

- Plans for professional development in August and throughout the year.
 - Math PD
 - DEI
 - Accommodations and differentiation for students

- 4. Manage operations for fiscal sustainability.**

Progress update:

- Take over the budget process with DMS.
- Looking for a board member with financial experience.

Events update (check the [Live Calendar](#)) Board members can use **COCOSPABOARDMEMBERS for one free ticket to the events:**

- August 6th > Walkthrough Registration - 3 to 7 pm
- August 6th > New Family Orientation - 6 - 7 pm
- August 7th > New Student Orientation - 9 - 12 pm
- August 8th > First Day of School
- August 20th - 22nd > iReady Testing
- August 27th > School Pictures
- August 29th > Back to School Night

Coversheet

LCAP for School Year 2024-2025

Section: VII. Other Business
Item: B. LCAP for School Year 2024-2025
Purpose: Vote

Submitted by:

Related Material:

2024_Local_Control_and_Accountability_Plan_Contra_Costa_School_of_Performing_Arts_20240624.pdf

2024_LCFF_Budget_Overview_for_Parents_Contra_Costa_School_of_Performing_Arts_20240624(2).pdf



Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Contra Costa School of Performing Arts	Catherine Foster Executive Director	catherine.foster@cospa.org 925.235.1130

Plan Summary [2024-25]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

The Contra Costa School of Performing Arts (CoCoSPA) is a young charter school located in Walnut Creek, CA, and serving approximately 350 students in grades six through twelve in 2023-24 with 29% identifying as white, 28% as Hispanic/Latinx, 13% as two or more races, and 11% as Black/African American. Additionally, 34% of the students qualify for free or reduced-price lunch, 19% are English Learners, and 26% qualify for special education services. This school year (23-24), the school suffered a loss of almost 25% of its population. With this loss of enrollment, we have re-focused on our founding vision of Project Based Learning moving in to the 23-24 school year, and aligning our staffing to program. The school will eventually grow to enroll 500 students. Our campus is centrally located in the county and serves a diverse population from a large geographic footprint. The mission of Contra Costa School of Performing Arts (CoCoSPA) 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, & RELATIONSHIPS. Founded in a project-based curriculum that leverages instructional technology and non-traditional pedagogy, students at CoCoSPA will be challenged and supported through a rigorous college and career readiness program. The student learning experience will be personalized and dynamic, allowing students to accelerate when appropriate or providing for structured intervention when needed. The curricular design will require intense collaboration from all teachers in all subject matters for true arts-integrated instruction.

Students will access all content through the lens of the arts, providing strong engagement and real-world relevance. They will also specialize in one of five arts concentrations, participating in an immersive arts experience. Finally, the CoCoSPA community will develop a rich culture; one that celebrates diversity encourages relationships with all stakeholders, and commits to a heightened sense of civic duty and citizenship. Our first seven years of operation represent a true startup narrative.

Our organization and its educational partners embrace a rapid rate of evolution where change and problem-solving are everyday occurrences. This began with challenges around school facilities and has found us moving homes two times to accommodate the completion of our final campus. We also had our share of stakeholder attrition as we both established our program and educated students, parents, and staff about the differences between CoCoSPA and a more traditional model. The diversity of our population has been the most interesting development to observe.

Our diversity covers the gamut - of ethnic, geographic, socioeconomic, educational experience (private, public, charter, home-school), and learning differences. We are very proud of being able to provide what is clearly an important option for folks in the greater Contra Costa Community and we celebrate our diversity every chance that we get. It is also one of our greatest challenges - to build culture, to meet every student's personal needs, and to address the massive continuum of ability and context is complicated. As a specific example, a large proportion of our student population has some kind of learning difference (IEP or 504).

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

As a small school, our dashboard indicators do not generally demonstrate a reflection of Contra Costa School of Performing Arts' successes. Our graduation rate indicator, which is not displayed on our school dashboard due to our small numbers, is at 87%, which matches the state average. If we were able to report the graduation rate through the fall, the number would be at 100% as all students who did not graduate in the 2023 school year met their requirements during the following school year. Of those graduates, 76% met A-G requirements and 48% met CTE Pathway Completion. Statewide, the number of students meeting A-G requirements is 44% and only 10% of students meet CTE Pathway Completion. One of the strongest aspects of our program is our rates of graduating students who are College and Career Ready as indicated by the State of California.

CoCoSPA regularly uses NWEA MAP assessments in the fall and spring to measure growth in reading and in math. Our data this year indicates growth in all grade levels in the area of Reading. This has been a specific focus of our professional development work this year and our MAP scores demonstrate that the students benefited from our focus on improving reading. 9th grade in particular showed the highest level of growth from fall to spring.

We also found success in our school culture and climate as reported by our annual use of the Health Kids Survey Data. Over 90% of students report having opportunities for equal participation in classroom discussions, activities, extracurricular activities, and enrichment activities. Over 80% of students indicate they have a voice in school and classroom decisions. Almost all students agree or strongly agree that adults on our campus want every student to do their best, believe that every student can be successful, and that adults really care about students and acknowledge and pay attention to them. All CoCoSPA parents agree or strongly agree that school staff take parent concerns seriously and that adults at the school respect differences in students and show that they think it's important for different races and cultures at the school to get along with each other. Our CHKS data strongly indicate a school culture where adults and students care about and respect each other.

Our dashboard indicates that our focus for improvement should be centered around Socioeconomically disadvantaged students, Hispanic students and English Learners. From our 2022-2023 data, these subgroups fall in the lowest-performing placement area for English Language Arts, Mathematics, and Suspension Rates. To work on supporting English Learners, we strategically hired a native Spanish speaking employee for the 2023-2024 school year who offered wraparound services for this subgroup population. He was also able to help the students and families with cultural translations to best support the students' needs. For 2024-2025, we are bringing back a mentoring/advisory period on Wednesdays so these students can work with him and receive extra support. We also have on staff a Supervisor of Enrollment and Community Engagement who previously supported this group of students in one of our feeder schools. He has been able to build a strong community with a network of English Learner families and have more engagement and support from our English learner parent group. In addition, we used resources from Rosetta Stone, Duolingo and from our reading professional development to provide support for our English Learner Students. We will continue this work for the 2024-2025 school year.

To support our socioeconomically disadvantaged students, we are returning to an advisory and mentoring program on Wednesday mornings. This past year we have used Wednesdays to focus on intervention in each class. We use iReady resources to support our middle school students, along with building out a stronger English and Math curriculum and offering personalized support on these days. In addition, we have utilized more counseling support to assist students who may be experiencing needs inside or outside of school that are impacting their

academics. We've had a lot of tranfers in and out due to various reasons, so supporting students who have housing or home needs has shown success.

To support our Hispanic students, many of the services we have provided whole school, have assisted them as well. The support of our Supervisor of Enrollment and Community Engagement has enabled many Hispanic families to have a support person on campus. Our receptionist also speaks Spanish and has built relationships with students and families that has been supportive in meeting student needs. Having a trusted staff member to go to helps when they need a break or are struggling in class. They are able to be redirected in a positive way and continue working. In addition, we have a number of students with disabilities. As we are an inclusive school, each classroom often gets push-in support from and Instructional Assistant or Education Specialist who not only helps the students with IEPs and 504s, but assist all students who might need support. Students are given the option to have materials printed as well as on the computers. This allows for them to work in different modalities which often helps the students who may have language acquisition needs.

For all of our subgroups, our dashboard data indicates a general need to focus on academics in English Language Arts and in Math. CoCoSPA continues its shift to a Project-Based Learning curriculum for the second year as a whole school initiative. We believe the shift away from the Summit Learning Curriculum and adopting more challenging curriculums that give teachers more agency will lead to a greater improvement in English Language Arts and Mathematics results. So far we are seeing improvements on the iReady growth indicators for English Language Arts that there has been an increase in proficiency. Math is coming along, but more slowly. We are going to take a targeted approach with instructional coaching and support next year as we have newer teachers in our math content areas.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

There is not work underway at this time.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Contra Costa School of the Performing Arts is a single school LEA that is not eligible for comprehensive support and improvement.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Contra Costa School of the Performing Arts is a single school LEA that is not eligible for comprehensive support and improvement.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Contra Costa School of the Performing Arts is a single school LEA that is not eligible for comprehensive support and improvement.

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
------------------------	------------------------

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Contra Costa School of Performing Arts has a long-established foundational principle of meaningful educational partner engagement. These efforts were refined and improved through the Local Control and Accountability Plan (LCAP) development process. The school’s practices have been further enhanced in recent years as the Contra Costa School of Performing Arts sought the input and feedback of its educational partner groups. Students were surveyed in March to gather their feedback. Teachers/Staff/School Administrators provided feedback via survey in March. Parents/Families provided feedback through informal surveys in February and then the California Healthy Kids Survey in March and April. The LCAP was approved during an open, public meeting by the School Board TBD.

Generally, feedback included the following: Parents: Strengths: Arts focus, commitment to relationship building, communication, small school community. Needs: Investment to improve: student behavior, academic outcomes, rigorous instruction, enrollment. Teachers/Staff/School Administrators Strengths: Arts focus, commitment to relationship building, communication, small school community. Needs: student behavior, academic outcomes, more collaboration among teachers, marketing for the school. Students: Strengths: small school community, arts experience Needs: Investment to improve: student behavior, academic outcomes, support with decision-making.

Educational Partner feedback has been carefully considered and the following aspects of the LCAP were influenced: 1. Increasing student achievement in English Language Arts and Math for all students. 2. Applying resources to marketing to recruit and retain students and manage enrollment and retention. 3) Do increase the rigor of our programs both academics and the arts to attract and retain students.

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	Enhance marketing, recruitment, enrollment, and retention of students to meet the 3-year target.	Broad Goal

State Priorities addressed by this goal.

- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

Our school has struggled with declining enrollment the last three years. We wish to have a rigorous academic and arts program but find ourselves struggling to find students who to attend our school. By putting in strategic focused consistent efforts, we believe we can create the space where families seek us out.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	School Enrollment by Ethnicity and Grade	361 DataQuest: 2023-24			425	
1.2	Student Access to Standards-Aligned Instructional Materials as Determined by Williams Report	100% Williams Report 2023			100%	
1.3	Access to Technology	100% Williams Report 2023			100%	
1.4	Maintaining a 0% Middle School Drop Out Rate	0% Local Data: 2023-24			0%	
1.5	High School Drop Out Rate	3.7% Data Year: 2022-23			0%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		4 -year Adjusted Cohort Outcomes				
1.6	High School Graduation Rate	88.9% DataQuest: 2022-23 4 -year Adjusted Graduation Rate			>95%	
1.7	Alternative High School Completion Rates	CHSPE: 0% SPED Certificate of Completion: 0% Local Data: 2023-24 4 -year Adjusted Cohort Outcomes			CHSPE: <10% SPED Certificate of Completion: <5%	
1.8	Attendance Rate	93% P2 2023-24			>95%	
1.9	Chronic Absence Rate	11.1% CA Dashboard: 2023			<5%	
1.10	Suspension Rate	5.3% CA Dashboard: 2023			<1%	
1.11	Expulsion Rate	0% Local Data: 2023			0%	
1.12	% Implementation of academic content and performance standards adopted by the state board for all pupils including English learners.	100% Local Data: 2023			100%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.13	CAASPP Distance from Standard in ELA for all students and all numerically significant subgroups	All: 44.6 points below standard ELL: 90.6 points below standard Students with Disabilities: 89.8 points below standard Hispanic or Latino: 55.8 points below standard Data Source: CA Dashboard 2023			All students - within 20 points below	
1.14	CAASPP Distance from Standard in Math for all students and all numerically significant subgroups	All: 102.9 points below standard ELL: 90.6 points below standard Students with Disabilities: 89.8 points below standard Hispanic or Latino: 55.8 points below standard Data Source: CA Dashboard			All students - within 20 points below	
1.15	iReady average typical growth projections in ELA.	177% Average Typical Growth Data Source: iReady Student Growth March 2023			> 75% Typical Growth	
1.16	iReady average typical growth projections in Math	39% Average Typical Growth Data Source: iReady Student Growth March 2023			> 75% Typical Growth	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.17	EL Reclassification Rate	37% Data Source: CA Dashboard 2023			30%	
1.18	English Learner Progress Indicator	44.4% CA Dashboard: 2023			> 55%	
1.19	% of parents "strongly agree" or "agree" in associated CHKS annual survey questions - Safety Data Source: Parent Survey	29% CHKS 2024			>80%	
1.20	% of students "strongly agree" or "agree" in associated CHKS annual survey questions - Safety Data Source: Student Survey	49% - MS 63% - HS CHKS 2024			>80%	
1.21	% of parents "strongly agree" or "agree" in associated CHKS annual survey questions - Connectedness Data Source: Parent Survey	37% CHKS 2024			>80%	
1.22	% of students "strongly agree" or "agree" in associated CHKS annual	46% - MS 59% - HS CHKS 2024			>80%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	survey questions - Connectedness Data Source: Student Survey					
1.23	Efforts to seek parent input in decision making through parent representation on Board and Board Committees Data Source: Board Meeting Minutes	2 current and 1 former parent on Board and Board Committees School Year: 2023-24			3 out of 7 members are parents	

Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Enrollment & Retention	Create an integrated arts, academics and Project-Based Learning educational program to attract and retain students through clear projects and communication.	\$1,503,634.85	No
1.2	Post-Secondary	Create a process for capturing post-secondary data to use for recruitment and retention.	\$17,113.47	No
1.3	Program Development	Develop an digital media arts program to interest and engage more students and as a focus for recruitment.	\$50,000.00	No
1.4	Robust Marketing Materials	Create consistent materials to attract potential students. Participate in local fairs and community events to raise awareness about CoCoSPA.	\$20,000.00	No
1.5	Parent Education	CoCoSPA will host monthly parent/ED chats, 2 PBL exhibitions of learning throughout the school year, and quarterly parent education events to engage parents in the school.	\$6,000.00	No
1.6	Communication	<p>In order to increase transparency and provide support to families and staff, the CoCoSPA team will develop explicit and detailed communication systems and improve the accessibility and quality of our school website, especially our teacher pages and resources available to ensure that all educational partners have access to necessary information.</p> <ul style="list-style-type: none"> • Weekly Family Newsletters • Quarterly Family Chats with ED • Text and Email communication reminders <p>Create opportunities and systems (space, time, and resources) for all staff to participate in CoCoSPA decision-making to ensure shared understanding and buy-in with regard to school operations.</p> <p>Ensure that CoCoSPA stakeholders have regular opportunities to be involved in the LCAP process so that all voices can impact school decision-making.</p>	\$25,113.47	No

Action #	Title	Description	Total Funds	Contributing
1.7	Climate and Culture	<p>To better gather school culture and environment data, the School Culture survey will be systematized and implemented annually.</p> <p>To build relationships and connections, the CoCoSPASchool Board will increase their presence with staff, students, and families.</p> <p>CoCoSPA will continue to develop and implement a Diversity, Equity and Inclusion (DEI) committee that will begin the process of defining and codifying our approach to social justice.</p> <p>Create, evaluate and implement comprehensive schoolwide systems for equity in order to ensure all our students are being seen and served.</p> <p>Create, evaluate, and implement curriculum instruction in order to ensure that a comprehensive social justice curriculum is reflected as an integral part of our school’s mission.</p>	\$10,000.00	No
1.8	Data Driven Instruction	Utilize standards-aligned curriculum and assessment tools to support student achievement outcomes in both ELA and Math to increase rigor and academic performance in general and for recruitment and retention.	\$160,357.76	No
1.9	Independent Study	CoCoSPA will continue to implement independent study per law and board policy to support students who need that to thrive and eventually return to in-person instruction.	\$15,113.47	No
1.10	Credit Recovery	CoCoSPA will continue to provide access to credit recovery via an online platforms such as Edgenuity	\$30,269.40	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
2	Develop, train and coach staff to create a climate and culture where all members of the community feel safe and successful.	Broad Goal

State Priorities addressed by this goal.

<p>Priority 2: State Standards (Conditions of Learning)</p> <p>Priority 4: Pupil Achievement (Pupil Outcomes)</p> <p>Priority 5: Pupil Engagement (Engagement)</p> <p>Priority 6: School Climate (Engagement)</p> <p>Priority 8: Other Pupil Outcomes (Pupil Outcomes)</p>
--

An explanation of why the LEA has developed this goal.

<p>CoCoSPA has struggled with academic achievement for several years. We want to create conditions to ensure students are successful regardless of their background.</p>
--

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	CAASPP Math data School-wide Socioeconomically disadvantaged subgroup Hispanic student subgroup English Learner subgroup	All:102.9 points below standard ELL: 90.6 points below standard Students with Disabilities: 89.8 points below standard Hispanic or Latino: 55.8 points below standard Data Source: CA Dashboard			All students - within 20 points below	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.2	CAASPP ELA data School-wide Socioeconomically disadvantaged subgroup Hispanic student subgroup English Learner subgroup	All: 44.6 points below standard ELL: 90.6 points below standard Students with Disabilities: 89.8 points below standard Hispanic or Latino: 55.8 points below standard Data Source: CA Dashboard 2023			All students - within 20 points below	
2.3	iReady: ELA Growth Data Spring	177% Average Typical Growth Data Source: iReady Student Growth March 2023			> 75%	
2.4	iReady: Math Growth Data Spring	39% Average Typical Growth Data Source: iReady Student Growth March 2023			> 75%	
2.5	School Suspension Rate CA Dashboard	5.3% CA Dashboard: 2023			< 10%	
2.6	Facilities in good repair. FIT Assessment Standing	90% Good FIT Report 2023			90% or Greater	
2.7	Student Sense of Safety	49% - MS 63% - HS CA Healthy Kids Survey 2024			> 80%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.8	Parent Sense of Safety	29% CA Healthy Kids Survey 2024			> 80%	
2.9	Student Connectedness	46% - MS 59% - HS CA Healthy Kids Survey 2024			> 80%	
2.10	Parent Connectedness	37% CA Healthy Kids Survey 2024			> 80%	
2.11	Student has a caring adult relationship on campus	61% - MS 65% - HS CA Healthy Kids Survey 2024			> 80%	
2.12	Staff Feel Supported	41% CA Healthy Kids Survey 2024			> 80%	
2.13	Staff Feel there are Supports for Students	33% CA Healthy Kids Survey 2024			> 80%	
2.14	Staff Feel it is a Safe Place	35% CA Healthy Kids Survey 2024			> 80%	

Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	iReady	Utilize iReady testing three times a year.	\$22,000.00	No
2.2	Data Analysis and Planning	Utilize data from iReady to plan with content teachers and vertically integrate skills and needs.	\$2,000.00	No
2.3	Coaching Support	Staff development, training and coaching around instructional practices to boost rigor and support all students.	\$80,178.88	No
2.4	Reading and Writing Strategies	Utilize Reading and Writing Strategies by Jennifer Servallo to support development around reading and writing skills.	\$11,429.74	No

Action #	Title	Description	Total Funds	Contributing
2.5	Equity Training	Training for staff, students, and parents around inclusive language, actions, and programs.	\$4,000.00	No
2.6	Special Education Training	TOSA/SPED Coordinator to be trained and train and develop staff in working with students with learning needs.	\$14,429.74	No
2.7	Positive Behavior Intervention Supports	CoCoSPA will continue the implementation of a strong PBIS program based on the SPA Graduate Profile- the 4 R's. Rigor, relevance, relationships and resilience. A new cell phone policy will be put in place to support with the behavior expectations.	\$5,000.00	No
2.8	Facility Needs	CoCoSPA will ensure the facility is in good repair and maintained for safety.	\$1,366,061.00	No
2.9	Required Trainings	CoCoSPA will ensure all staff participate in required trainings (mandatory reporter, etc.). CPI, CPR and others as needed.	\$1,000.00	
2.10	Technology	CoCoSPA will ensure all students and staff have safe technology supports and oversight as well as usable Chromebooks for each student.	\$142,033.00	No
2.11	CA Healthy Kids Survey	CoCoSPA will continue to issue the California Health Kids Survey to staff, parents, and students in order to collect health related information.	\$700.00	No
2.12	Vision and Hearing Screening	CoCoSPA will continue to conduct vision and hearing tests as required by state law for grade levels identified by state law.	\$6,500.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
3	Increase student outcomes overall and by each student group.	Broad Goal

State Priorities addressed by this goal.

- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

CoCoSPA continues to perform below state levels when it comes to math. In addition, our socioeconomically disadvantaged students, Hispanic students, and English Learners have performed significantly below State averages. Our staff would benefit from development and coaching to support academic rigor and achievement. To increase student achievement in all English and Math, we need to make sure teachers are taking advantage of each teachable moment, structuring class time rigorously, utilizing data to support instruction, and differentiating to meet the needs of learners. CoCoSPA has a number of newer teachers who need coaching and support to get the results we need.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	iReady average typical growth projections in Math. Overall and by Grade	177% Average Typical Growth Data Source: iReady Student Growth March 2023			75% Typical Growth	
3.2	iReady average typical growth projections in ELA. Winter and Spring Overall and by Grade	39% Average Typical Growth Data Source: iReady Student Growth March 2023			75% Typical Growth	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.3	CAASPP ELA and Math Data School-wide Socioeconomically disadvantaged Hispanic students English Learners	22-23: ELA: 44.6 points below standard MATH: 102.9 points below standard 22-23: ELA: 127.6 points below standard MATH: 55.8 points below standard 22-23: ELA: 151.9 points below standard MATH: 87.7 points below standard 22-23: ELA: 90.6 points below standard MATH: 90.6 points below standard CA School Dashboard			All students - within 20 points below	
3.5	ELPI one level increase	38.5% CA Dashboard 2023			80%	
3.6	College and Career Preparedness	59.3% CA Dashboard 2023			75%	
3.7	CTE Pathway Completion Rate	55% CA Dashboard 2023			65%	
3.8	Graduates Meeting UC/CSU Requirements (A-G)	70% DataQuest 2022-23			80%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.9	AP Pass Rate	54% College Board: 2022-23			75%	
3.10	Cohort Graduation Rate	89% DataQuest 2022-23			85%	

Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Data Cycles	Use of iReady tools and resources to review student needs and make learning plans to address them.	\$1,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
3.2	Content Level Vertical Planning	Each quarter the content teachers meet for vertical planning aligned to data and instruction. Review of curriculum materials and resources to make sure they align with grade-level skills and standards.	\$1,000.00	Yes
3.3	Intervention	Utilize planning time to create differentiated plans for Wednesday intervention days. Work with instructional coaches to create small group work plans and conference time with students around work completion and skill development.	\$2,000.00	Yes
3.4	Programs	Educators and students are supported with training and programs that support English Language Development.	\$5,000.00	Yes
3.5	Instruction	English Language support for English Learners is across all content.	\$14,392.03	Yes
3.6	MTSS Training	Review the system, train staff and set up systems to consistently monitor goals, progress and the process.	\$2,500.00	No
3.7	MTSS Review	Utilize the MTSS framework to create and implement robust, consistent, and well-communicated Tier I, Tier II, and Tier III interventions and systems of support.	\$12,000.00	No
3.8	Arts Integration	Support the art teachers in P&D, Visual, Dance, Vocal, Instrumental and Theatre to work collaboratively with general education teachers to create integrated arts and academic programs that support the development of all learners.	\$10,000.00	No
3.9	College and Career Readiness	Work with our Director of Community Engagement & Academic Advisor to establish a path for students with college classes as well as an enhanced AP experience.	\$40,323.14	No

Action #	Title	Description	Total Funds	Contributing
3.10	English Language Development	CoCoSPA will provide ELD for all English Learners.Designated ELD Advisory. PD will include ELD strategies 2x/ year EL IA will provide designated support. CoCoARTS will use an online tool for students in levels 1 and 2.	\$10,592.03	Yes
3.11	Special Education	CoCoSPA will provide cohesive special education services to all students identified who qualify for services. Inclusion model/push-in. Use case management maximum of 28:1. Speech, OT, PT.	\$349,757.02	No
3.12	Student Engagement	Encourage student participation in helping staff create a strong school culture. Utilize programs for a Youth Council, Student Council and other clubs and groups to support student affinity.	\$2,500.00	No
3.13	SEL Support	Hire part-time counselor to support with social-emotional well-being of students and provide access to SEL curriculum supports, and training for staff.	\$52,019.99	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2024-25]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$308703	\$

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
8.372%	0.000%	\$0.00	8.372%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
3.1	<p>Action: Data Cycles</p> <p>Need: Academic growth in ELA and Math for all students specifically 6-8th and 11th as well as significant subgroups- socioeconomically disadvantaged, Hispanic, and English Learner students.</p>	For the last two years CCSPA has performed significantly below state standards in ELA and Math for 6th - 8th graders and with the socioeconomically disadvantaged, Hispanic and English Learner subgroups.	Results on iReady diagnostic assessments, CAASPP

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>Scope: Schoolwide</p>		
<p>3.2</p>	<p>Action: Content Level Vertical Planning</p> <p>Need: Academic growth in ELA and Math for all students specifically 6-8th and 11th as well as significant subgroups- socioeconomically disadvantaged, Hispanic, and English Learner students.</p> <p>Scope: Schoolwide</p>	<p>For the last two years CCSPA has performed significantly below state standards in ELA and Math for 6th - 8th graders and with the socioeconomically disadvantaged, Hispanic and English Learner subgroups.</p>	<p>Results on iReady diagnostic assessments, CAASPP</p>
<p>3.3</p>	<p>Action: Intervention</p> <p>Need: Academic growth in ELA and Math for all students specifically 6-8th and 11th as well as significant subgroups- socioeconomically disadvantaged, Hispanic, and English Learner students.</p> <p>Scope: Schoolwide</p>	<p>For the last two years CCSPA has performed significantly below state standards in ELA and Math for 6th - 8th graders and with the socioeconomically disadvantaged, Hispanic and English Learner subgroups.</p>	<p>Results on iReady diagnostic assessments, CAASPP</p>

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
<p>3.1</p>	<p>Action: Data Cycles</p> <p>Need: CoCoSPA has been placed in the low-performance track. Our students have been performing significantly below state indicators on the CAASPP ELA and Math Assessments.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	<p>CoCoSPA is using iReady, which is a more comprehensive formative assessment program with interventions built in, to support student achievement outcomes in both ELA and Math to increase rigor and academic performance in general.</p> <p>Data Cycles are short windows and in depth dives into a specific area of need as derived from iReady or other data sources. Teachers work with a coach to instruct, assess, analyze, plan and instruct again and re-assess.</p>	<p>1.13, 1,14, 1,15, 1,16, 2.1, 2.2, 2.3, 2.4</p>
<p>3.2</p>	<p>Action: Content Level Vertical Planning</p> <p>Need: CoCoSPA has been placed in the low-performance track. Our students have been performing significantly below state indicators on the CAASPP ELA and Math Assessments.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	<p>CoCoSPA is structuring staff development and coaching into a middle school support and high school support model. Teachers will have common planning time to work in grade-level teams to analyze data, and define instructional needs.</p> <p>Teachers and coaches will set growth target data and specific needs for each grade and significant groups- socioeconomically disadvantaged, Hispanic Students and English Learners.</p> <p>Each quarter the content teachers meet for vertical planning aligned to data and instruction. Review of curriculum materials and resources to make sure they align with grade-level skills and standards. Staff will also align skills and instruction vertically to make sure instruction is preparing students for the next grade.</p>	<p>1.13, 1,14, 1,15, 1,16, 2.1, 2.2, 2.3, 2.4</p>

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
3.3	<p>Action: Intervention</p> <p>Need: CoCoSPA's student data is low in ELA and Math. Teachers need targeted strategies modeled and coached to be able to deliver differentiated instruction and intervention to meet student needs.</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	<p>Utilize planning time to create differentiated plans for Wednesday intervention days. Work with instructional coaches to create small group work plans and conference time with students around work completion and skill development.</p> <p>Utilize iReady data for targeted interventions and support.</p>	iReady data
3.4	<p>Action: Programs</p> <p>Need: English Language Development</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	<p>English learners have performed below standard on state assessments. The school needs to address the varying levels of learners attending CoCoSPA and determine effective strategies to support them moving one level a year.</p>	ELPAC, CAASPP, iReady
3.5	<p>Action: Instruction</p> <p>Need: English Language Development</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	<p>English learners have performed below standard on state assessments. The school needs to address the varying levels of learners attending CoCoSPA and determine effective strategies to support them moving one level a year.</p>	ELPAC, CAASPP, iReady
3.10	<p>Action: English Language Development</p>	<p>English learners have performed below standard on state assessments. The school needs to address the varying levels of learners attending</p>	ELPAC

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	<p>Need: English Language Development</p> <p>Scope: Limited to Unduplicated Student Group(s)</p>	CoCoSPA and determine effective strategies to support them moving one level a year.	

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

N/A

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

N/A

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	N/A
Staff-to-student ratio of certificated staff providing direct services to students	25:1	N/A

2024-25 Total Expenditures Table

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
Totals	3687316	308703	8.372%	0.000%	8.372%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$3,996,018.99	\$0.00	\$0.00	\$0.00	\$3,996,018.99	\$2,302,257.82	\$1,693,761.17

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Enrollment & Retention	All	No			All Schools		\$1,493,634.85	\$10,000.00	\$1,503,634.85				\$1,503,634.85	
1	1.2	Post-Secondary	All	No			All Schools		\$15,113.47	\$2,000.00	\$17,113.47				\$17,113.47	
1	1.3	Program Development	All	No			All Schools		\$25,000.00	\$25,000.00	\$50,000.00				\$50,000.00	
1	1.4	Robust Marketing Materials	All	No			All Schools		\$10,000.00	\$10,000.00	\$20,000.00				\$20,000.00	
1	1.5	Parent Education	All	No			All Schools	monthly	\$3,000.00	\$3,000.00	\$6,000.00				\$6,000.00	
1	1.6	Communication	All	No			All Schools		\$15,113.47	\$10,000.00	\$25,113.47				\$25,113.47	
1	1.7	Climate and Culture	All	No			All Schools		\$0.00	\$10,000.00	\$10,000.00				\$10,000.00	
1	1.8	Data Driven Instruction	All	No			All Schools		\$150,357.76	\$10,000.00	\$160,357.76				\$160,357.76	
1	1.9	Independent Study	All	No			All Schools		\$15,113.47	\$0.00	\$15,113.47				\$15,113.47	
1	1.10	Credit Recovery	All	No			All Schools		\$30,269.40	\$0.00	\$30,269.40				\$30,269.40	
2	2.1	iReady	All	No			All Schools		\$0.00	\$22,000.00	\$22,000.00				\$22,000.00	
2	2.2	Data Analysis and Planning	All	No			All Schools		\$0.00	\$2,000.00	\$2,000.00				\$2,000.00	
2	2.3	Coaching Support	All	No			All Schools		\$75,178.88	\$5,000.00	\$80,178.88				\$80,178.88	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
2	2.4	Reading and Writing Strategies	All	No			All Schools		\$10,429.74	\$1,000.00	\$11,429.74				\$11,429.74	
2	2.5	Equity Training	All	No			All Schools		\$0.00	\$4,000.00	\$4,000.00				\$4,000.00	
2	2.6	Special Education Training	Students with Disabilities	No			All Schools		\$10,429.74	\$4,000.00	\$14,429.74				\$14,429.74	
2	2.7	Positive Behavior Intervention Supports	All	No			All Schools		\$0.00	\$5,000.00	\$5,000.00				\$5,000.00	
2	2.8	Facility Needs	All	No			All Schools		\$0.00	\$1,366,061.00	\$1,366,061.00				\$1,366,061.00	
2	2.9	Required Trainings							\$0.00	\$1,000.00	\$1,000.00				\$1,000.00	
2	2.10	Technology	All	No			All Schools		\$0.00	\$142,033.00	\$142,033.00				\$142,033.00	
2	2.11	CA Healthy Kids Survey	All	No			All Schools		\$0.00	\$700.00	\$700.00				\$700.00	
2	2.12	Vision and Hearing Screening	Students with Disabilities Students with IEPs, 8th and 10th & 11th	No			All Schools		\$0.00	\$6,500.00	\$6,500.00				\$6,500.00	
3	3.1	Data Cycles	English Learners Foster Youth Low Income	Yes	School wide Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools		\$0.00	\$1,000.00	\$1,000.00				\$1,000.00	
3	3.2	Content Level Vertical Planning	English Learners Foster Youth Low Income	Yes	School wide Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income			\$0.00	\$1,000.00	\$1,000.00				\$1,000.00	
3	3.3	Intervention	English Learners Foster Youth Low Income	Yes	School wide Limited to Unduplicated	English Learners Foster Youth Low Income			\$0.00	\$2,000.00	\$2,000.00				\$2,000.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
					Student Group(s)											
3	3.4	Programs	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners			\$0.00	\$5,000.00	\$5,000.00				\$5,000.00	
3	3.5	Instruction	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners			\$9,392.03	\$5,000.00	\$14,392.03				\$14,392.03	
3	3.6	MTSS Training	All	No			All Schools		\$0.00	\$2,500.00	\$2,500.00				\$2,500.00	
3	3.7	MTSS Review	All	No			All Schools		\$7,829.03	\$4,170.97	\$12,000.00				\$12,000.00	
3	3.8	Arts Integration	All	No			All Schools		\$0.00	\$10,000.00	\$10,000.00				\$10,000.00	
3	3.9	College and Career Readiness	All	No			All Schools		\$30,226.94	\$10,096.20	\$40,323.14				\$40,323.14	
3	3.10	English Language Development	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners			\$9,392.03	\$1,200.00	\$10,592.03				\$10,592.03	
3	3.11	Special Education	Students with Disabilities	No			All Schools		\$349,757.02	\$0.00	\$349,757.02				\$349,757.02	
3	3.12	Student Engagement	All	No			All Schools		\$0.00	\$2,500.00	\$2,500.00				\$2,500.00	
3	3.13	SEL Support	All	No			All Schools		\$42,019.99	\$10,000.00	\$52,019.99				\$52,019.99	

2024-25 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
3687316	308703	8.372%	0.000%	8.372%	\$33,984.06	0.000%	0.922 %	Total:	\$33,984.06
								LEA-wide Total:	\$0.00
								Limited Total:	\$33,984.06
								Schoolwide Total:	\$4,000.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
3	3.1	Data Cycles	Yes	Schoolwide Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools	\$1,000.00	
3	3.2	Content Level Vertical Planning	Yes	Schoolwide Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income		\$1,000.00	
3	3.3	Intervention	Yes	Schoolwide Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income		\$2,000.00	
3	3.4	Programs	Yes	Limited to Unduplicated Student Group(s)	English Learners		\$5,000.00	
3	3.5	Instruction	Yes	Limited to Unduplicated Student Group(s)	English Learners		\$14,392.03	
3	3.10	English Language Development	Yes	Limited to Unduplicated Student Group(s)	English Learners		\$10,592.03	

2023-24 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$4,035,824.00	\$0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Shared Vision Development and Communication	No	\$6,000.00	
1	1.2	PBL Leadership Team and Professional Development	No	\$20,000.00	
1	1.3	Parent Involvement	No	\$3,000.00	
1	1.4	Project Based Learning	Yes	\$1,560,093.00	
1	1.5	Ongoing Professional Development and Collaboration	No	\$15,000.00	
1	1.6	Data Driven Instruction	Yes	\$8,000.00	
1	1.7	ELD	No Yes	\$1,200.00	
1	1.8	Special Education	No	\$513,437.00	
1	1.9	Advisory	Yes		
1	1.10	Independent Study	No	\$50,000.00	

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.11	Credit Recovery	No	\$19,000.00	
2	2.1	CTE Committee	No	\$20,000.00	
2	2.2	Enrollment	No	\$100,000.00	
2	2.3	College Networking	Yes	\$20,000.00	
2	2.4	CTE Arts	No		
2	2.5	Alumni Tracking	No	\$2,000.00	
2	2.6	Enrollment	No	\$7,000.00	
2	2.7	Marketing	No	\$30,000.00	
2	2.8	Project Management	No	\$150,000.00	
3	3.1	Positive Behavior Intervention Supports	Yes	\$1,000.00	
3	3.2	Facility	No	\$1,366,061.00	
3	3.3	Training	No		
3	3.4	Technology	No	\$142,033.00	
3	3.5	CHKS	Yes		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.6	Vision and Hearing Screening	No Yes	\$2,000.00	

2023-24 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
287352	\$1,592,293.00	\$1,592,293.00	\$0.00	47.400%	47.400%	0.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.4	Project Based Learning	Yes	\$1,560,093.00	\$1,560,093.00	7.9	7.9
1	1.6	Data Driven Instruction	Yes	\$8,000.00	\$8,000.00	7.9	7.9
1	1.7	ELD	Yes	\$1,200.00	\$1,200.00	7.9	7.9
1	1.9	Advisory	Yes				
2	2.3	College Networking	Yes	\$20,000.00	\$20,000.00	7.9	7.9
3	3.1	Positive Behavior Intervention Supports	Yes	\$1,000.00	\$1,000.00	7.9	7.9
3	3.5	CHKS	Yes				
3	3.6	Vision and Hearing Screening	Yes	\$2,000.00	\$2,000.00	7.9	7.9

2023-24 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
	287352		0.000%	\$1,592,293.00	47.400%	47.400%	\$0.00	0.000%

Local Control and Accountability Plan Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

School districts and COEs: *EC* sections [52060\(g\) \(California Legislative Information\)](#) and [52066\(g\) \(California Legislative Information\)](#) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section [47606.5\(d\) \(California Legislative Information\)](#) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the [CDE's LCAP webpage](#).

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see [Education Code Section 52062 \(California Legislative Information\)](#);
 - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).

- For COEs, see [Education Code Section 52068 \(California Legislative Information\)](#); and
- For charter schools, see [Education Code Section 47606.5 \(California Legislative Information\)](#).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
 - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
 - Inclusion of metrics other than the statutorily required metrics
 - Determination of the target outcome on one or more metrics
 - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
 - Inclusion of action(s) or a group of actions
 - Elimination of action(s) or group of actions
 - Changes to the level of proposed expenditures for one or more actions
 - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
 - Analysis of effectiveness of the specific actions to achieve the goal
 - Analysis of material differences in expenditures
 - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
 - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
 - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in EC sections 52060(d) and 52066(d), as applicable to the LEA. The [LCFF State Priorities Summary](#) provides a summary of EC sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

- (A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and
- (B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school’s educators, if applicable.
- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school’s educators.
 - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
 - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on **Dashboard data or other locally collected data.**
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
 - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: EC Section [42238.024\(b\)\(1\) \(California Legislative Information\)](#) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.
- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.

- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:
 - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
 - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric #
<ul style="list-style-type: none"> ● Enter the metric number.
Metric
<ul style="list-style-type: none"> ● Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.
Baseline
<ul style="list-style-type: none"> ● Enter the baseline when completing the LCAP for 2024–25. <ul style="list-style-type: none"> ○ Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate). ○ Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. ○ Indicate the school year to which the baseline data applies. ○ The baseline data must remain unchanged throughout the three-year LCAP. <ul style="list-style-type: none"> ▪ This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain

accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.

- If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
 - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
 - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
 - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
 - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the **Measuring and Reporting Results** part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 . Leave blank until then.	Enter information in this box when completing the LCAP for 2026–27 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 and 2026–27 . Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
 - Include a discussion of relevant challenges and successes experienced with the implementation process.
 - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
 - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
 - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
 - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
 - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
 - The reasons for the ineffectiveness, and
 - How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.

- For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
- As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
- These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
 - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
 - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
 - Professional development for teachers.
 - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
 - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
 - These required actions will be effective for the three-year LCAP cycle.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA’s percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA’s needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

- The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8).

Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***
- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.

- **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
- **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools.” If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans.” Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year,” or “2 Years,” or “6 Months.”
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
 - **Note:** Equity Multiplier funds must be included in the “Other State Funds” category, not in the “LCFF Funds” category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA’s LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as

a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.

- As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA’s current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.

- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
 - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**

- This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to EC Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
 - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
 - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**

- This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.

- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**

- This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).

- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**

- If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

- This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2023



LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Contra Costa School of Performing Arts

CDS Code: 07100740134114

School Year: 2024-25

LEA contact information:

Catherine Foster

Executive Director

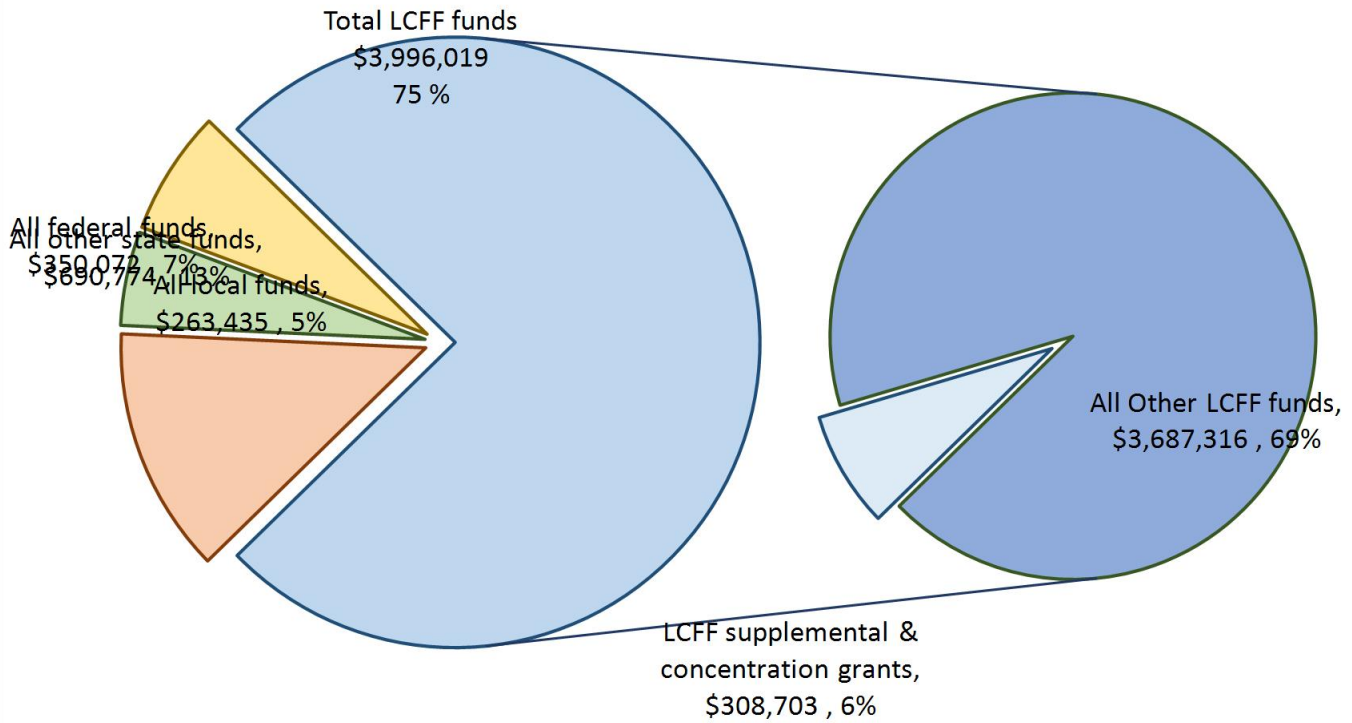
catherine.foster@cocospa.org

925.235.1130

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2024-25 School Year

Projected Revenue by Fund Source

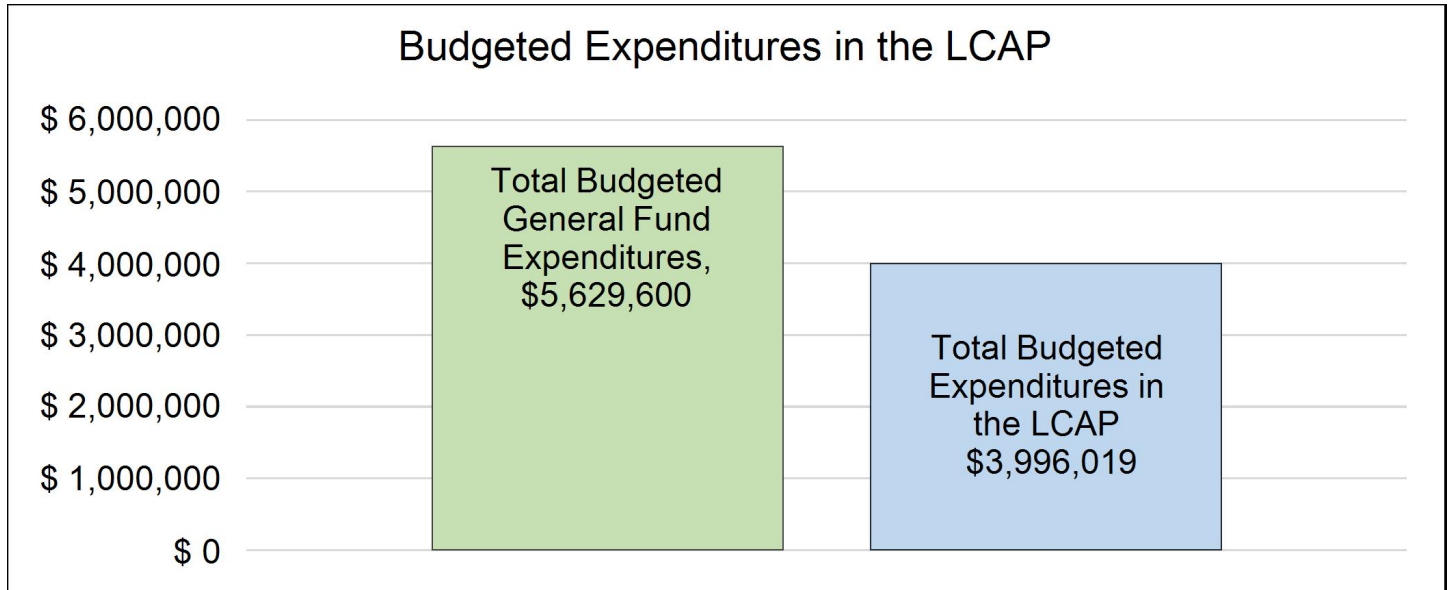


This chart shows the total general purpose revenue Contra Costa School of Performing Arts expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Contra Costa School of Performing Arts is \$5,300,300, of which \$3996019 is Local Control Funding Formula (LCFF), \$690774 is other state funds, \$263435 is local funds, and \$350072 is federal funds. Of the \$3996019 in LCFF Funds, \$308703 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Contra Costa School of Performing Arts plans to spend for 2024-25. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Contra Costa School of Performing Arts plans to spend \$5,629,600 for the 2024-25 school year. Of that amount, \$3996019 is tied to actions/services in the LCAP and \$1,633,581 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

The mortgage for our facility is not included in the LCAP.

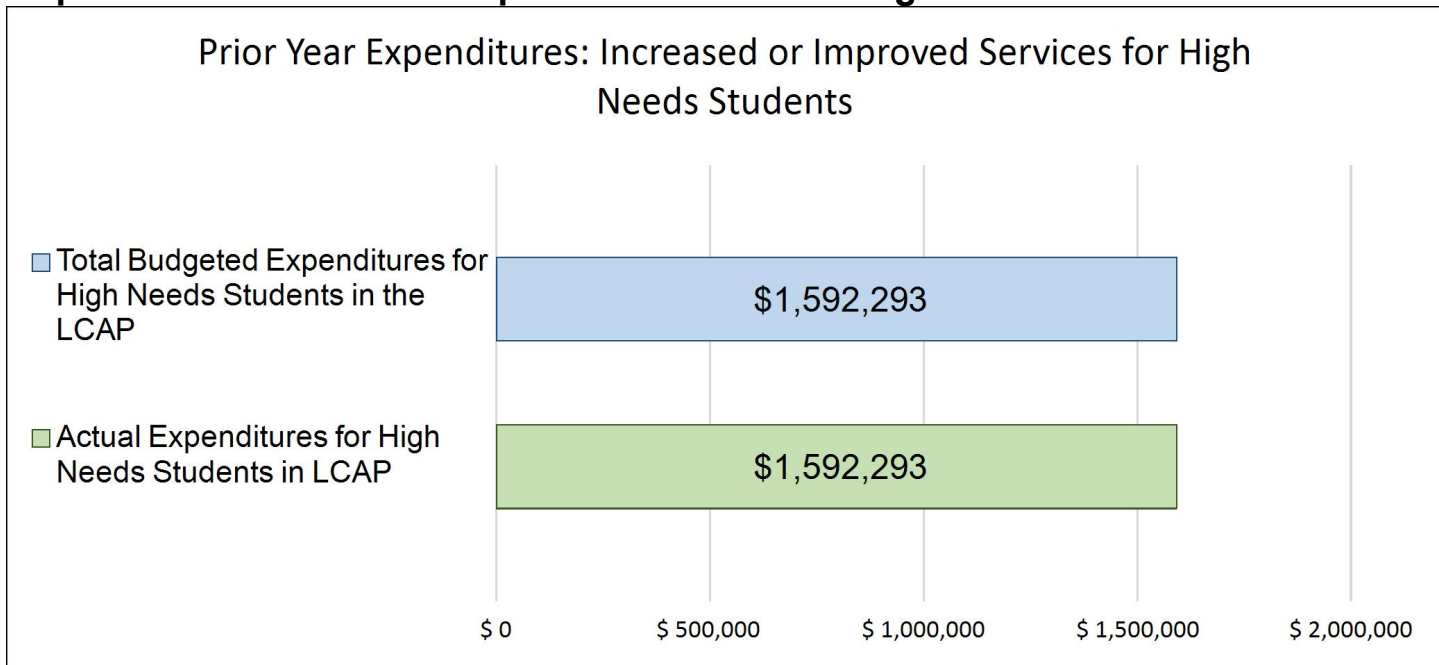
Increased or Improved Services for High Needs Students in the LCAP for the 2024-25 School Year

In 2024-25, Contra Costa School of Performing Arts is projecting it will receive \$308703 based on the enrollment of foster youth, English learner, and low-income students. Contra Costa School of Performing Arts must describe how it intends to increase or improve services for high needs students in the LCAP. Contra Costa School of Performing Arts plans to spend \$33984.06 towards meeting this requirement, as described in the LCAP.

CoCoSPA is working on fundraising, grants, community outreach, and partnerships to support additional needs in this area.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2023-24



This chart compares what Contra Costa School of Performing Arts budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Contra Costa School of Performing Arts estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2023-24, Contra Costa School of Performing Arts's LCAP budgeted \$1592293 for planned actions to increase or improve services for high needs students. Contra Costa School of Performing Arts actually spent \$1592293 for actions to increase or improve services for high needs students in 2023-24.

Coversheet

Employee Sick Policy School Year 2024-2025

Section: VII. Other Business
Item: C. Employee Sick Policy School Year 2024-2025
Purpose: Vote
Submitted by:
Related Material: CoCoSPA Sick Leave Policy SY 24-25.pdf



Employee Sick Leave Policy School Year 2024 - 2025

All CoCoSPA employees will receive 40 hours of sick time, regardless of the FTE they are working.

1. The sick leave hours will be front-loaded at the start of the school year.
2. Once sick leave is exhausted, any additional time needed will be considered Leave Without Pay (LWOP)
3. Any unused balance at the end of the year may roll to the following year, however, there is a cap limit of 80 hours. No time will accrue in follow years until the time is spent down.

[Update to California Law](#)

Board Approved June 25, 2024 (pending)

Coversheet

Cell Phone Policy School Year 2024-2025

Section: VII. Other Business
Item: D. Cell Phone Policy School Year 2024-2025
Purpose: Vote
Submitted by:
Related Material: CoCoSPA Cell Phone Policy SY 24-25 (1).pdf



Cell Phone Policy School Year 2024 - 2025

Contra Costa School of Performing Arts recognizes the importance of communication and collaboration and provides devices for students to be productive in the classroom. To keep the focus on academics and to reduce unnecessary distractions, CoCoSPA enforces the following:

- Smartwatches, cell phones, and all other mobile devices shall be **TURNED OFF** when entering the school campus
- Smartwatches, cell phones, and all other mobile devices shall be kept in a student's backpack or cell phone locker – **not in clothing pockets.**
- Smartwatches, cell phones, and all other mobile devices are **not allowed** to be used in classrooms, common areas, or restrooms.
- Texting and videotaping are **not permitted anytime** during the school day.
- Smartwatches, cell phones, and all mobile devices are **not allowed during transition times or between classes.**
- Smartwatches, cell phones, and all other mobile devices **can be turned back on at the end of school** (2:30 pm for MS and 3:30 pm for HS) and used to communicate directly with family/friends assisting in transportation.
- If a student needs to make an emergency call during the day, they are to come up to the office, and office staff will assist them.
- If a family member needs to get a non-urgent message to a student, they should use their school email address. For urgent matters, family members should call the school directly and office staff will assist them.

Consequences

From August 8 - August 29th:

1. First infraction: Warning, email home, phone confiscated until the end of the day, student can pick it up.
2. Second infraction: Phone confiscated until an adult can pick it up, phone call home.
3. Third infraction: One week lunch detention, phone confiscated until an adult can pick it up, parent meeting, a behavioral plan put in place.
4. Fourth infraction: In-school suspension, phone confiscated until a parent can pick it up.

After August 29th:

1. First infraction: Phone confiscated until an adult can pick it up, phone call home.
2. Second infraction: One week lunch detention, phone confiscated until an adult can pick it up, parent meeting, behavioral plan in place.
3. Third infraction: In-school suspension, phone confiscated until a parent can pick it up.

Board Approved June 25, 2024 (pending)

Coversheet

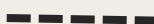
Organization Chart School Year 2024 - 2025


Section: VII. Other Business
Item: E. Organization Chart School Year 2024 - 2025
Purpose: Vote
Submitted by:
Related Material: CoCoSPA Org Chart SY 24-25.pdf

CoCoSPA Organization Chart 2024 - 2025



Key:

Coach: 

Evaluate: 

BOARD

Exec. Dir.

Middle School Director

Assistant Principal/
High School Director

MS English

HS Science

MS Soc. Sci

HS Math

MS Math

HS English

MS Science

HS History

PE Teachers

HS Spanish

Climate & Culture
Supervisor

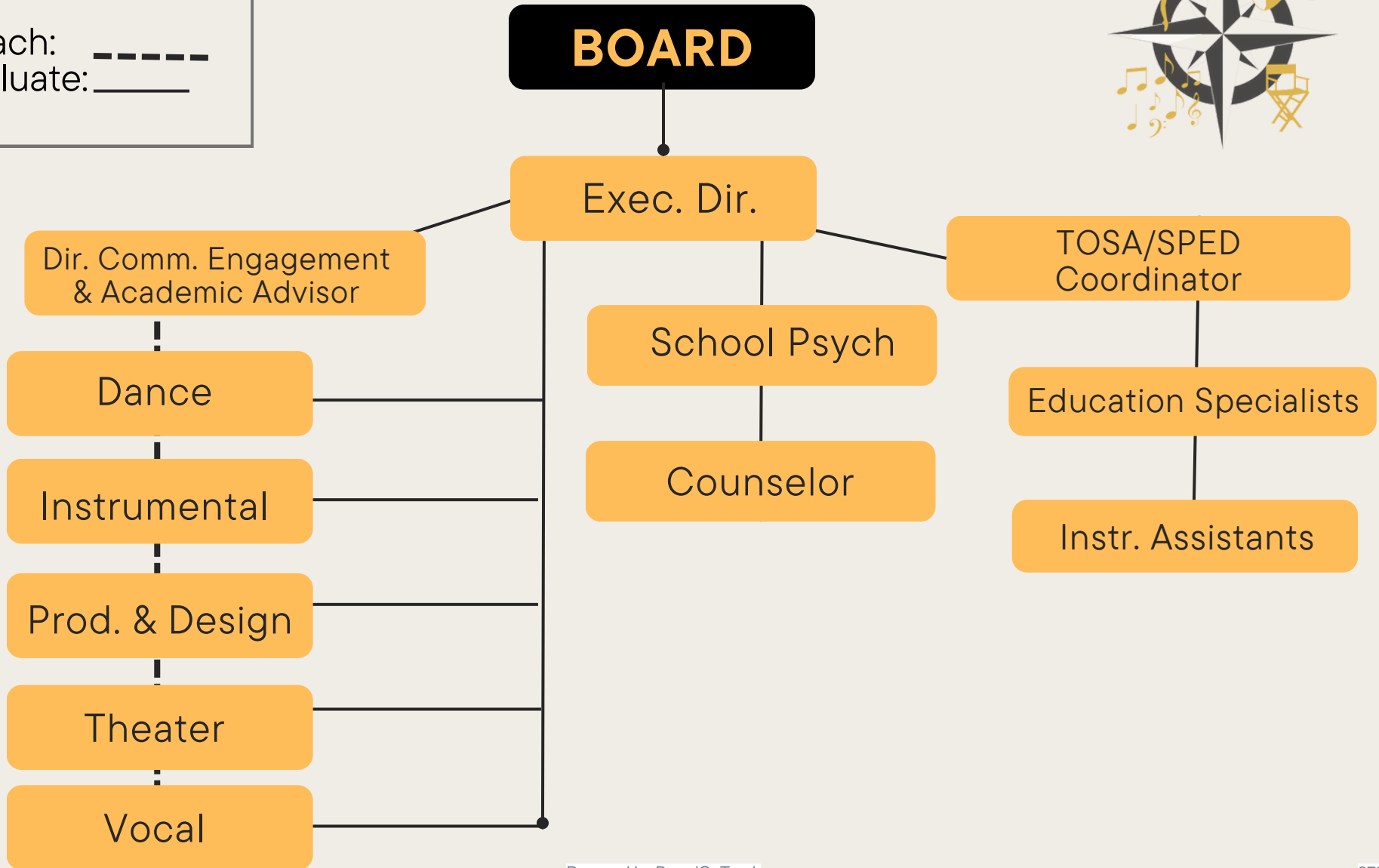
CoCoSPA Organization Chart 2024 - 2025



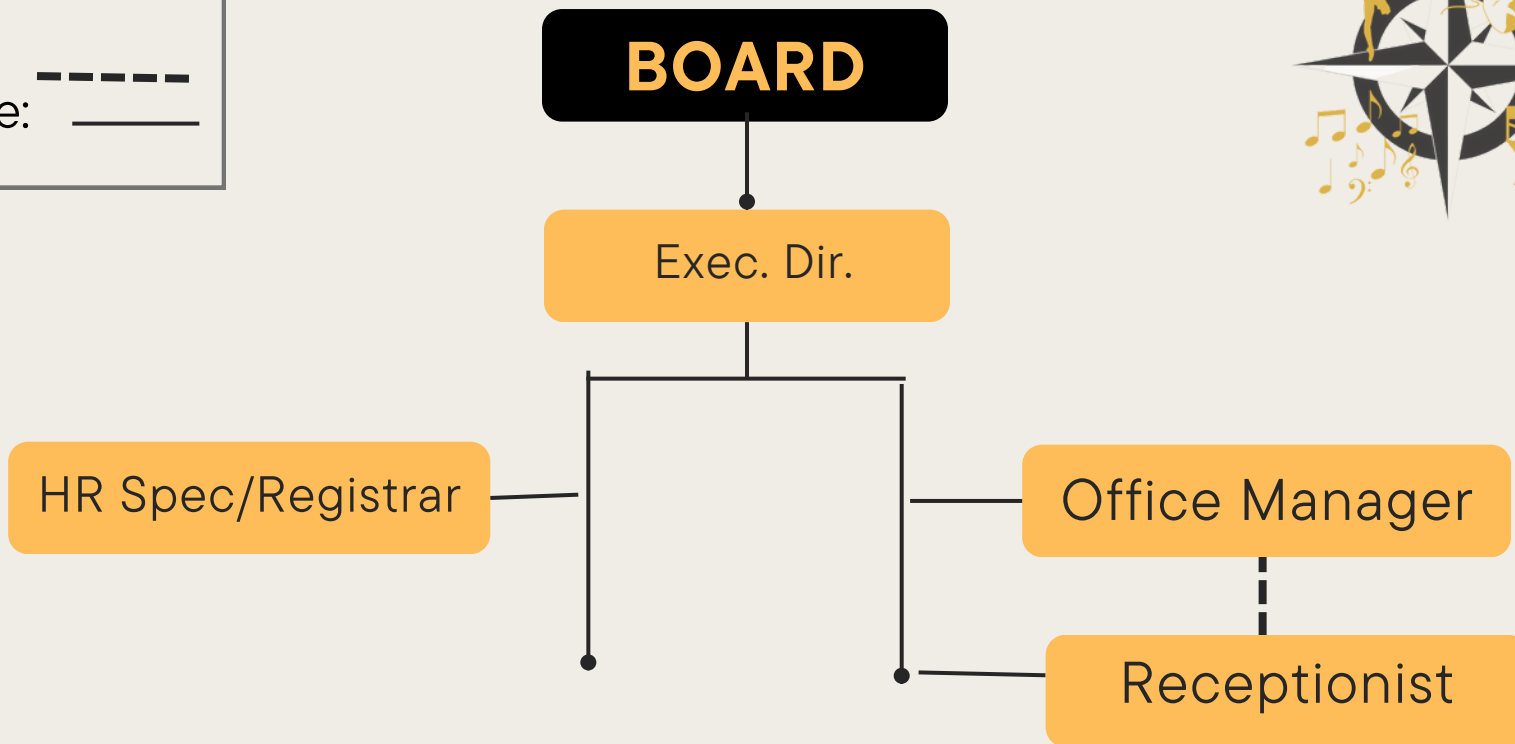
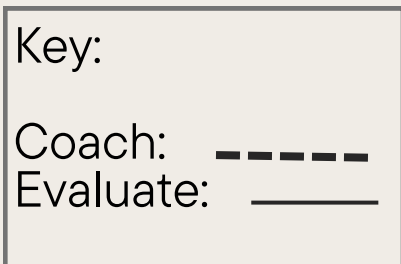
Key:

Coach:

Evaluate:



CocoSPA Organization Chart 2024 - 2025



Coversheet

Executive Director Compensation Study

Section: VII. Other Business
Item: F. Executive Director Compensation Study
Purpose: Vote
Submitted by:
Related Material:
CCSPA Compensation Comparability Study June 2024 (4881-5265-1209.pdf)
CCSPA Board Report re Executive Compensation Comparability Study (4892-7194-0297.pdf)

Governing Board of Contra Costa School of the Performing Arts Summary of Compensation and Benefits Survey Data for Executive Director

June 2024

Prior to Board action to approve any decisions regarding executive compensation (including approval of base salary increases, incentive compensation, bonuses, etc.), the Board must first exercise due diligence (review of comparable compensation practices) to ensure compliance with IRS restrictions on excess compensation for nonprofit officers, including a charter school Executive Director. The Board's review and approval of the executive compensation must occur: initially upon hiring an officer; whenever the term of employment, if any, is renewed or extended; and whenever the officer's compensation is modified.

In reviewing the reasonableness of compensation for nonprofit officers/executives, the IRS considers "compensation" broadly and will look at the value of salary, as well as non-fixed compensation (incentive compensation/bonuses), and benefits. If the IRS determines compensation is not reasonable, severe consequences may result.

The following is a summary of findings following review and comparison of a sampling of total compensation levels received by educational executive-level leaders in Northern California. Compensation figures are from the State Controller's Office for the most recent calendar year filed. Student enrollment figures are from the California School Dashboard for the 2023-2024 calendar year. The Executive Director of CCSPA oversees one (1) charter school in Contra Costa County with a total anticipated population of approximately 350 students. Based on these facts, this study compared the salary packages of similarly situated public school leaders. The two (2) charter schools and four (4) district schools surveyed in this summary with current and available data serve an average population of approximately 375 students.

Of the educational leaders sampled, the average total compensation package (base salary plus other compensation) is approximately \$181,164. The average base salary is approximately \$146,139. The range of base salary is \$104,273 to \$192,365. The average monthly salary is \$12,178. Salaries can range based on many factors such as experience, tenure at the school, student populations, staff size, and location of the charter school.

These salaries are from the 2022-2023 calendar year. As a result, conservatively adding 5% for each year to reach updated figures for the 2024-2025 school year would provide an average total compensation of \$199,280, an average annual base salary of \$160,752, and an average monthly salary of \$13,396.

John Swett Elementary (Contra Costa County)	521 Students (K-5)
Superintendent (District)	
Total Compensation Package	\$ 228,849
Total Wages	\$ 192,365
Monthly Salary	\$ 16,030.41
Other compensation (insurance and retirement)	\$ 36,484
Woodland Star Charter (Sonoma County)	220 Students (K-8)
Administrator (Charter)	
Total Compensation Package	\$ 147,774
Total Wages	\$ 104,273
Monthly Salary	\$ 8,689.41
Other Compensation (insurance and retirement)	\$ 43,501
Ross Elementary (Marin County)	358 Students (K-8)
Superintendent (District)	
Total Compensation Package	\$ 172,904
Total Wages	\$ 137,206
Monthly Salary	\$ 11,433.83
Other compensation (insurance and retirement)	\$ 35,698
Esparto Unified Elementary (Yolo County)	452 Students (K-5)
Director (District)	
Total Compensation Package	\$ 148,745
Total Wages	\$ 148,745
Monthly Salary	\$ 12,395.41
Other compensation (insurance and retirement)	\$ 0
Kairos Public Schools (Solano County)	645 Students (K-8)
Executive Director (Charter)	
Total Compensation Package	\$ 232,116
Total Wages	\$ 169,606
Monthly Salary	\$ 14,133.83
Other compensation (insurance and retirement)	\$ 62,510
New Hope Elementary (San Joaquin County)	177 Students (K-8)

Superintendent (District)	
Total Compensation Package	\$ 156,596
Total Wages	\$ 124,640
Monthly Salary	\$ 10,386.66
Other compensation (insurance and retirement)	\$ 31,956

4881-5265-1209, v. 1

BOARD REPORT

CONTRA COSTA SCHOOL OF THE PERFORMING ARTS

OPEN SESSION

JUNE 2024

TOPIC/AGENDA ITEM:

Executive Compensation Comparability Study

ISSUES INVOLVED/FISCAL IMPLICATIONS (IF ANY):

The California Nonprofit Integrity Act of 2004 mandates that the Board of Directors (“Board”) review comparable executive compensation packages for educational executives upon any of the following events: (1) initially upon hiring the educational executive; or (2) whenever the executive’s term of employment is renewed or extended; or (3) whenever the executive’s compensation is modified, unless the modification extends to substantially all employees in the organization (see Government Code §12586(g)).

In connection with the Board’s review of the Contra Costa School for the Performing Arts (“CCSPA”) Executive Director employment agreement, the Board must meet this due diligence requirement by reviewing and adopting a comparability study.

This review is essential in order to protect CCSPA (as a corporation) and the Board from IRS sanctions for “excess benefit transactions” and to establish a rebuttable presumption that the educational executive’s compensation is reasonable. Thus, the Board must meet the criteria set out by the IRS for conducting this review prior to any of the above changes in employment occurring. This review must occur without the participation of any individuals who possess a conflict of interest. Under the IRS regulations, any employees under the supervision of the Executive Director are automatically conflicted and must recuse themselves from any participation whatsoever in any aspect of this process.

Accordingly, outside counsel has produced a compensation comparability study (attached) for the Board’s review.

BOARD CHAIR’S RECOMMENDATION:

Based upon the above requirements, it is my recommendation that the Board review and accept the report reflecting comparable compensation.

Coversheet

Executive Director Agreement School Year 2024-2025

Section: VII. Other Business
Item: G. Executive Director Agreement School Year 2024-2025
Purpose: Vote
Submitted by:
Related Material:
Draft Fixed Term Administrator Employment Agreement (C. Foster) (4890-9702-2065.v3) (1).pdf

FIXED TERM EMPLOYMENT AGREEMENT
Between
CHARTHOUSE PUBLIC SCHOOLS & CATHERINE FOSTER

This Employment Agreement (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of ChartHouse Public Schools, who operate Contra Costa School of Performing Arts (“SPA”), a California public charter school approved by the Contra Costa County Office of Education School District (“District”). The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of SPA’s charter, and in implementing SPA’s policies and procedures. The parties recognized that the provisions of the California Education Code do not govern SPA, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

RECITALS

WHEREAS, SPA is a charter school, organized and operating pursuant to the provisions of the Charter document (“Charter”) and applicable law; and

WHEREAS, SPA is authorized pursuant to the terms of the charter to appoint and hire the Employee to assist the Board and to carry out the duties and functions as outlined in the job description attached and incorporated to this Agreement as **Attachment A**; and

WHEREAS, SPA desires to retain the services of the Employee of SPA by way of this Agreement and the Employee is qualified to perform such duties; and

WHEREAS, the Employee and SPA desire to formalize the employment relationship by way of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto do agree as follows:

AGREEMENT

1. **TERM AND WORK SCHEDULE**

Subject to Section 12, “Termination of Contract” herein, SPA hereby employs the Employee to serve as the Executive Director for a term of one (1) year commencing on July 1, 2024 and ending July 30, 2025.

The Executive Director position is a full-time position exempt from overtime law. As a minimum performance requirement, the work schedule for the Employee shall be Monday through Friday, with daily work hours at the School of 7:30 a.m. to 4:30 p.m. As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the work schedule on weekends, as well as before and after the regular work year or hours of the work day.

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with SPA.

2. **COMPENSATION.** The Employee will receive a gross base salary of \$150,000 per year, to be paid monthly, subject to all regular withholdings. The Employee’s compensation may be prorated depending on whether the Employee remains employed, or in active work status, for all scheduled work days of the position. Based upon the annual performance of the Employee as documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible to receive additional compensation in the form of a salary increase or bonus from the Board. As noted above, the Employee is exempt from overtime law and shall not be entitled to additional compensation for performing duties outside of the scheduled work year/day.

3. **BENEFITS.**

- a. **Health/Retirement Benefits.** At SPA’s expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to SPA’s employees, including entitlement to participation in PERS or STRS as applicable, subject to program and eligibility requirements.
 - b. **Vacation Leave.** The Employee is also entitled to fifteen (15) days of vacation per year. Vacation may be carried over year to year up to a cap of 22.5 days. Once the Employee reaches the cap, no further vacation leave shall accrue until some vacation time is utilized. Vacation days may be used by the Employee subject to the prior approval of the Board.
 - c. **Sick Leave.** The Employee shall be entitled to twelve (12) sick days annually. Sick days do not accrue or carry over from year to year and are not paid out upon separation of employment.
 - d. **Holidays.** The Employee shall take holiday days according to the calendar of holidays observed by the School annually.
 - e. **Phone Stipend.** The Employee shall be reimbursed \$40.00 per month.
 - f. **Wellness Days.** The Employee shall be entitled to four (4) wellness days per year, which may be used to account for situations that require the employee to be absent from work to attend to matters that cannot be accomplished during the regular workday. Wellness days are not vacation and do not carry over or accrue from year to year, and are not subject to payout upon separation of employment. Wellness days may be used by the Employee subject to the prior approval of the Board.
4. **DUTIES.** The Employee shall perform the duties as outlined herein, directed by the Board, Board Policy or procedures, prescribed by the charters, and specified in the attached job description which is incorporated by reference as **Attachment A** to this Agreement. This description and the job duties for the Employee may be altered from time to time by the Board.
5. **WORK YEAR.** In accordance with the term of this Agreement, the Employee shall be required to work a minimum of **230** days throughout each year.
6. **EVALUATION.** The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Employee and he or she shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to the Employee, the Board shall meet with the Employee to discuss the evaluation. Failure to evaluate the Employee shall not impair the Board’s right to terminate this Agreement pursuant to Section 12.
7. **EXPENSE REIMBURSEMENT.** SPA shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable SPA policy and authorization.
8. **FINGERPRINTING/TB CLEARANCE.** Fingerprint clearance for the Employee will be acquired through submitting the Employee’s fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process and will be required to submit evidence from a licensed physician that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **CHILD ABUSE AND NEGLECT REPORTING.** California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **CONFLICTS OF INTEREST.** The Employee understands that, while employed at the School, he or she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with the Employee’s employment with SPA.

11. **OUTSIDE PROFESSIONAL ACTIVITIES**

Upon obtaining prior written approval of the Board, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. SPA shall in no way be responsible for any expenses attendant to the performance of such outside activities.

12. **TERMINATION OF CONTRACT**

This Agreement may be terminated by any of the following:

a. **Termination For Cause:** The Employee may be terminated by the Board at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of this Agreement. “Cause” shall include, but is not limited to, breach of this Agreement; misconduct or dishonest behavior; conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; any ground enumerated in the Employee Handbook; or the Employee’s failure to satisfactorily perform his duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description.

The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his choice at a conference with the Board. The conference with the Board shall be the Employee’s exclusive right to any hearing otherwise required by law.

b. **Early Termination Without Cause:** The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board’s right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of his salary (based upon any remaining calendared work days) for the term of this Agreement or for a period of one (1) month following the effective date of termination, whichever is less.

c. **Death or Incapacitation of the Employee:** The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board, the Employee may no longer perform the essential functions of his job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this Agreement.

d. **Revocation/Nonrenewal:** In the event that the SPA charters are either revoked or nonrenewed, this Agreement shall terminate immediately upon the effective date of the

revocation/nonrenewal of the charters, and without the need for the process outlined in Sections a or b above.

13. **NON-RENEWAL/EXPIRATION OF TERM.** The Board may elect not to offer future employment agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.
14. **REQUIRED CONTRACT PROVISIONS.** The following provisions are required to be included in this Agreement by the California Government Code:
 - a. **Limitations on Cash Settlement.** In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).
 - b. **Required Reimbursements.** The Employee shall be required to reimburse SPA for any salary or fees received from SPA in relation to the Employee's placement on paid administrative leave pending criminal charges if the Employee is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse SPA for any cash settlement received in relation to the Employee's termination if the Employee is convicted of a crime involving the abuse of office/position.
15. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
16. **WAIVER.** Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
17. **JURISDICTION.** The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California.
18. **AMENDMENTS.** No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing *and* signed by the authorized representative of both of the parties hereto.
19. **INTERPRETATION AND OPPORTUNITY TO COUNSEL.** The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.
20. **SEVERABILITY.** If any term, provision, condition or covenant of the Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
21. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of

counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

22. **SIGNATURES.** In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf of SPA

DATED: _____

By: _____
Heather Vega, Board Chair

DATED: _____

By: _____
Catherine Foster, Executive Director

This Employment Agreement is subject to ratification and approval by the Governing Board of SPA.

Attachment A – Executive Director Job Description

Job Description

The Executive Director should have demonstrated experience in managing charter school organizations. The Interim leader will provide oversight, leadership, and direction throughout the school year. The Executive Director shall also serve as the acting Chief Business Officer. The individual who assumes this role should have the ability, skills, and experience to quickly assume leadership of the Contra Costa School of Performing Arts and build productive relationships with SPA's students, staff, community, leadership team, Board of Directors, and other key stakeholders and partners.

The ideal candidate is an experienced administrator at a District or charter school with a strong understanding of public compliance, school budgeting, and academic systems. Experience as a performing arts administrator is also preferred. Due to the timing of this appointment, the duties of the Executive Director will focus heavily on supporting and sustaining ongoing initiatives while also identifying opportunities for growth and improvement. The Executive Director will report to the Board of Directors and directly manage the leadership team's performance.

Qualifications, Education/Certification:

- Hold or have had a California Teaching Credential (preferred but not required)
- Hold or be eligible for a California Administrative Credential (preferred but not required)
- Master's degree in educational administration or the equivalent
- Experience and insight into the charter school sector and familiarity with the needs and priorities of charter schools

Special Knowledge/Skills:

- An understanding of school law, school finance, and curriculum and instruction Demonstrated ability to manage budgets and personnel
- Demonstrated ability to interpret policy, procedures, and data
- Organizational, communication, public relations, and interpersonal skills

Experience:

At least 5 years' experience in an administrative leadership role in education or education-adjacent organizations preferred; Five years of successful teaching experience; Five years of experience and demonstrated knowledge of charter school operations is preferred. Experience leading a performing arts or specialized secondary school is a plus.

MAJOR RESPONSIBILITIES AND DUTIES:

Instructional Management

- Be informed about all aspects of the instructional program and ensure that there is a continuous focus on improving student academic performance
- Provides leadership and supervision of standards-based curriculum and instruction in alignment with the philosophy outlined in the charter school's vision and mission
- Prepare reports and assist the Board in evaluating the effectiveness of school programs

School or Organization Morale

- Demonstrate skill in anticipating, managing, and resolving conflict
- Provide for two-way communication with Charter personnel
- Maintains good working relationships with the staff, directing and implementing lines of communication with them

School or Organization Improvement

- Conduct periodic evaluations with other administration members of all programs and operations to determine improvements needed to reach Charter goals
- Use a collaborative decision-making and problem-solving process whenever appropriate

- Promote goal-oriented performance and support the achievement of teacher performance objectives (academic excellence indicators)
- Provides leadership in designing, implementing, and evaluating major programs and activities to bring about needed change and higher performance

Personnel Management

- In collaboration with the director-level team, identifies and projects staffing needs in relation to student enrollment and programmatic considerations
- Promote a positive work environment that fosters high staff morale and excellence in the Charter
- In consultation with the Director of Human Resources and other director-level team, recommend the employment, discharge, evaluation, and transfer of all personnel
- Provide leadership with the administrative team to define the duties of all personnel
- Serve as liaison between the Board and staff
- Develop pay systems and adjustments to be proposed to the Board for final approval

Management of Fiscal, Administrative, and Facilities Functions

- Be informed of developments in state, federal, and local laws and changes in public policy affecting education
- Develop administrative procedures and regulations to manage school operations and implement policies approved by the Board
- Ensure timely submissions of all reports required by the Board, the CDE and other federal and state agencies and any records subpoenaed by a court of law. Involve all Directors in the preparation of the annual proposed budget to the Board
- Review reports to ensure that all financial accounting and funds are spent in accordance with the approved budget and managed effectively
- Ensure compliance with all applicable state and federal requirements
- Oversee programs and plans to ensure that the school and facilities are properly maintained, and that adequate provision is made for the safety of students, employees, and other users of school facilities
- Verify that Charter School property, casualty, and workers compensation loss to ensure that appropriate risk management and loss control strategies are employed
- Establishes and maintains a mutually supportive relationship with our authorizers and communicate pertinent school information.

Student Management

- Ensure a favorable education environment through the implementation of an equitable and effective system of student disciplines
- Ensure that programs for students with special needs (Special Education, English Learners, etc.) are implemented according to legal requirements including individualized learning plans
- Work with staff, Board, and community to plan and implement support services for students

School or Community Relations

- Develop and implement effective communication between the Charter and community
- Promote community support and involvement with the Charter
- Represent the Charter in activities involving other school systems, institutions, agencies, and professional or community groups

Professional Growth and Development

- Formulate, with the Board, an annual professional development plan
- Assist the Board in designing a process for evaluating the Executive Director's performance
- Pursue professional development through reading, attending conferences, and involvement with related agencies or organizations
- Encourages, creates, and supports the professional development of all staff
- Provides leadership and coaching to the director level staff

Board Relations

- Organize with the other Directors the preparation of Board agendas and meeting materials in cooperation with the Board president
- Attend and participate in all Board meetings except closed session meetings from which the Executive Director is excluded
- Serves as professional advisor to the Board of Directors, keeping them fully informed on all programs, practices, issues, challenges and opportunities of the charter schools; provide them with all information and data for decision making
- Recommend policies to the Board for adoption and oversee the implementation of adopted policies
- Exercise discretion and judgment in matters not covered by Board policy
- Implements Governing Board policy and communicates with parents and staff about Board expectations
- Maintains records of Governing Board policies, meeting agendas/minutes and other required legal documents required by the Board and applicable law
- Communicate with the Charter's attorney on matters in litigation or matters potentially in litigation except as otherwise directed by the Board

SUPERVISORY RESPONSIBILITIES:

In coordination with the Principal, the Executive Director exercises general supervision over the school, is responsible for guiding, training, and evaluating the performance of the staff and all Directors.

Ideal candidates will possess the following beliefs and qualities:

- Actively cultivate a culture of equity and inclusion
- Make decisions and enable others to make decisions based on what is best for students
- Effectively manage change amid uncertainty
- Clearly and effectively communicate transparently and openly with all stakeholders regularly
- Foster a culture of collaboration, feedback, and cohesiveness, striking a balance between autonomous decision making and consensus
- Serve as an effective steward of resources, prioritizing available resources to support teaching and learning
- Resilience in the face of challenges
- Approach all work through the lens of both equity and excellence
- Build relationships marked by trust and respect with a diverse set of stakeholders

SALARY PLACEMENT

This twelve (12) month per year position will be on an individual contract. This classified administrator position will be placed on the Certificated Management Salary Schedule. Step placement is based on experience.

4834-0528-0491, v. 2

Coversheet

Board Meeting Schedule School Year 2024-2025

Section: VII. Other Business
Item: H. Board Meeting Schedule School Year 2024-2025
Purpose: Vote
Submitted by:
Related Material: _Board Meeting Day Schedule 2024-2025.docx (1).pdf



**Board of Directors
ChartHouse Public Schools
dba Contra Costa School of Performing Arts**

Regular Board Meeting Dates

SY 2024 - 2025

The Board of Directors will hold its regular monthly meetings on the third Tuesday of Every Month, 5:30 - 8:30 pm, with exceptions* noted.

Tuesday, July 16, 2024

Tuesday, August 20, 2024

Tuesday, September 17, 2024

Tuesday, October 22, 2024*

Tuesday, November 19, 2024

Tuesday, December 3, 2024

Tuesday, January 21, 2025

Tuesday, February 18, 2025

Tuesday, March 18, 2025

Tuesday, April 22, 2025*

Tuesday, May 20, 2025

Tuesday, June 17, 2025

Note: Board Retreat needs to be scheduled

Adopted on: Tuesday, June 25, 2024

Coversheet

Board Member Terms Renewals/Resignations

Section: VII. Other Business
Item: I. Board Member Terms Renewals/Resignations
Purpose: Vote
Submitted by:
Related Material: Charles Hill Resignation.pdf

Dear President Vega,

Thank you for the opportunity to serve on the Contra Costa School Board since November of 2022. It has been my greatest honor to serve the school, students and families of this community! Also, I have enjoyed working with so many talented board members whom I have learned a great deal from. Even with the many challenges CCSPA has faced, and that still exists. We have made many accomplishments. For example,

- 1) Hired DMS, leading to better and improved financial reporting.
- 2) Hired Candice CBO, thus improving financial management.
- 3) Instituted Project-based learning.
- 4) Increased the focus and attention on academic test scores, (trending in positive direction).
- 5) Added two new strong board members.
- 6) Increased the Bondholders' focus and support to CCSPA.
- 7) Partnering with a Management and Marketing Company to help the CCSPA grow enrollment and further improve academic outcomes.
- 8) Supported the transition of a new Executive Director.

This list is not all inclusive of positive outcomes we have achieved, notwithstanding the many challenges we have faced during our last 18 months working together. However, as we discussed in December 2023, when my board term expired, I agreed to extend my time on the board until June 2024. However, due to increasing commitments with my business, London and recent family matters, (my father has been diagnosed with stage 3 Cancer, which will increase my travel to NY). I have decided it time to reorganize my priorities and reduce some of my community commitments.

Please, let this email serve as my official notice of resignation from the Board, July 1, 2024. I appreciate that the timing might not be ideal. Understand, this was a very difficult decision given my love of CCPSA and how excited I am about its future. When we spoke in December about me extending my term, the goal was to stay long enough to get support from the Bondholders, this has been accomplished, although at the initial stages, but proceeding in a positive direction to potentially transform CCSPA into a financially solvent and thriving school!

Please know, I will be available to you and the board as a thought partner for answering any questions or providing perspective, if the need arises. Personally, I want to thank you for successfully leading the board during these difficult times! I have learned a great deal from your leadership, and am a better person plus professional as a result of us working together!

Sincerely,

Charles A. Hill