



## Orange County Classical Academy

### Board of Director's Regular Board Meeting

#### Agenda

<b>Date/Time</b> May 28, 2020 7 p.m.	<b>Location (Not open to public)</b> 4100 E. Walnut Avenue Orange, CA 92869  <b>Videoconference Participation:</b> <a href="https://us02web.zoom.us/j/87680801899">https://us02web.zoom.us/j/87680801899</a> <b>Meeting ID: 876 8080 1899</b>  <b>Teleconference Participation: 1(669)900-9128</b> <b>Meeting ID: 876 8080 1899#</b>
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Consistent with Executive Orders N-35-20, N-29-20, and N-33-20, by the Governor of the State of California, this meeting will be conducted by video/teleconference.

Members of the public who wish to provide public comment on a particular agenda item are encouraged to submit those comments in writing prior to the meeting by emailing [info@orangecountyclassicalacademy.org](mailto:info@orangecountyclassicalacademy.org).

Comments received prior to the meeting will be provided to the full Board. Please indicate whether you wish to have the comment read into the record during the meeting. Comments may also be submitted in mp3 format (audio) prior to the meeting by emailing such format [info@orangecountyclassicalacademy.org](mailto:info@orangecountyclassicalacademy.org).

**Alternatively, comments may be provided by leaving a voicemail with Board President Jeff Barke at (949) 422-7757. Please indicate whether you wish to have these comments played during the meeting.**

**During the meeting, members of the public may provide general comments or comments on a particular matter (at or before the time the item is called) by emailing [info@orangecountyclassicalacademy.org](mailto:info@orangecountyclassicalacademy.org). These comments will be read aloud so the Board has the benefit of the comment when considering the matter.**

**The three-minute limit will be strictly observed for any written comments requested to be read aloud during the meeting, written comments submitted during the course of the meeting, recorded comments provided before the meeting, and oral comments made via telephone during the meeting.**

**Instructions for Presentations to the Board by Parents and Citizens (except per above)**

1. Agendas are available to all audience members at the meeting.
2. "Request to Speak" cards are available to all audience members who wish to speak on any agenda items or under the general category of "Opening Items: Public Comment." Public Comment is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws which preclude any action being taken on any item not appearing on the posted agenda, the Board can only listen to your issue, not respond or take action. These presentations are limited to no more than 15 minutes total and 3 minutes per person. The Board may give direction to staff to respond to your concern.
3. You may also complete a "Request to Speak" card to address the Board on Agenda items. With regard to such agenda items, you may specify that agenda items on your "Request to Speak" card and you will be given an opportunity to speak for up to 3 minutes when the board discusses that item.
4. When addressing the Board, speakers are requested to state their name and address and adhere to the limits set forth.
5. Any public records relating to an agenda item for an open session of the Board which are distributed to all, or majority of all, of the Board members shall be available for public inspection at 4100 E. Walnut Avenue, Orange, CA 92869.
6. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

7. If you have questions or need any assistance in participating in the Orange County Classical Academy Board meeting, please contact Jeff Barke at [jeff.barke@orangecountyclassicalacademy.org](mailto:jeff.barke@orangecountyclassicalacademy.org) or (949) 422-7757.

## Agenda

### I. Opening Items

Item
A. Call Meeting to Order & Roll Call
B. Record attendance and guests Jeff Barke: Present___ Not Present___ Stefan Bean: Present___ Not Present___ Gale Oliver: Present___ Not Present___ Drew Moshier: Present___ Not Present___ Brian Calle: Present___ Not Present___
C. Invocation Mark Bucher
D. Pledge of Allegiance
E. Public Comment (On items not on the agenda) Non-agenda items: No individual presentation shall be more than 3 minutes and the total time for this purpose shall not exceed 15 minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation.
F. Approve Order of Agenda

### II. Information Items

Item
A. Board Chair's Comments
B. Board Member Comments

### III. Consent Agenda Items

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them.

<b>Item</b>
A. Approve April 22, 2020 Board Meeting Minutes
B. Approve Employee Handbook
C. Approve 2020-21 Academic Calendar
D. Approve MOU with Fortune School of Education for Intern Credentialing
E. Approve School Discipline Policy
F. Approve Scholar Suspension and Expulsion Policy

**IV. Discussion/Action Items**

<b>Item</b>
A. Receive Budget Presentation
B. Consider Approval of Short Term Cash Flow Loan

**V. Closed Session Items**

<b>Item</b>
None

**VI. Reconvent Open Session**

A. PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION (includes the vote or abstention of every member).
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**VII. Closing Items**

- A. Future Board Business
- B. Adjourn Meeting



## Orange County Classical Academy

### Board of Director's Regular Board Meeting

#### Agenda

<b>Date/Time</b> April 22, 2020 7 p.m.	<b>Location (Not open to public)</b> 4100 E. Walnut Avenue Orange, CA 92869  <b>Videoconference Participation:</b> <a href="https://zoom.us/j/95427297054">https://zoom.us/j/95427297054</a> <b>Meeting ID: 954 2729 7054</b>  <b>Teleconference Participation: 1(669)900-9128</b> <b>Meeting ID: 954 2729 7054#</b>
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# Agenda

## I. Opening Items

Item
A. Call Meeting to Order & Roll Call Meeting opens at 7:02pm
B. Record attendance and guests Jeff Barke: Present <input checked="" type="checkbox"/> Not Present <input type="checkbox"/> Stefan Bean: Present <input checked="" type="checkbox"/> Not Present <input type="checkbox"/> Gale Oliver: Present <input checked="" type="checkbox"/> Not Present <input type="checkbox"/> Drew Moshier: Present <input checked="" type="checkbox"/> Not Present <input type="checkbox"/> Brian Calle: Present <input type="checkbox"/> Not Present <input checked="" type="checkbox"/>
C. Invocation Hon. Dr. Ken Williams
D. Pledge of Allegiance
E. Public Comment (On items not on the agenda) Non-agenda items: No individual presentation shall be more than 3 minutes and the total time for this purpose shall not exceed 15 minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation.
F. Approve Order of Agenda  Motion: To approve the Order of Agenda Motion by: Barke Second by: Bean Final Resolution: Motion passes. Yeas: 4 Nays: 0 Abstain: 0 Absent: 1

## II. Information Items

Item
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A. Board Chair's Comments

Jeff Barke shared his excitement of preparing for Orange County Classical Academy's opening.

B. Board Member Comments

Dr. Bean, Bishop Oliver, and Dr. Moshier shared their respective thoughts on the preparation of Orange County Classical Academy's opening.

**III. Consent Agenda Items**

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them.

**Item** Motion: To approve all items except for B and M (postpone to next board meeting).  
Motion by: NA  
Second by: NA  
Final Resolution: Motion passes.  
Yeas: 4  
Nays: 0  
Abstain: 0  
Absent: 1

A. Approve March 26, 2020 Board Meeting Minutes

B. Approve Employee Handbook

C. Approve Budget Policies

D. Approve Account Reconciliation of Temporary Checking Account

E. Approve Resolution to Close Temporary Checking Account & Repay Zero Interest Loan Balance

F. Approve Resolution to Open OCCA Checking Account

G. Approve Legal Services Contract with Greg Rolan

H. Approve El Dorado SELPA Assurances Form

I. Approve Resolution to Establish a Charter School Enterprise Fund
J. Approve Resolution to Establish a District Number by the Orange County Department of Education
K. Approve Resolution to Establish Electronic Funds Transfer with the Orange County Department of Education
M. Approve 2020-21 Academic Calendar

**iv. Discussion/Action Items**

Item
<p>A. Receive Presentation &amp; Consider Adoption of Revised Budget</p> <p>Roy Kim from ICON presented the Preliminary Budget 2020-21 Draft to the board.</p> <p>Motion: To approve the the adoption of revised budget.</p> <p>Motion by: Barke</p> <p>Second by: Oliver</p> <p>Final Resolution: Motion passes.</p> <p>Yeas: 4</p> <p>Nays: 0</p> <p>Abstain: 0</p> <p>Absent: 1</p>
<p>B. Consider Approval of Short Term Cash Flow Loan</p> <p>Motion: To approve the Short Term Cash Flow Loan</p> <p>Motion by: Barke</p> <p>Second by: Oliver</p> <p>Final Resolution: Motion passes.</p> <p>Yeas: 4</p> <p>Nays: 0</p> <p>Abstain: 0</p> <p>Absent: 1</p>
<p>C. Approve Compensation of Executive Director</p> <p>Motion: To approve the compensation of Executive Director</p> <p>Motion by: Barke</p> <p>Second by: Moshier</p>

Final Resolution: Motion passes.

Yeas: 4

Nays: 0

Abstain: 0

Absent: 1

D. Approve Compensation of Headmaster

Motion: To approve the compensation of Headmaster

Motion by: Barke

Second by: Oliver

Final Resolution: Motion passes.

Yeas: 3

Nays: 0

Abstain: 1

Absent: 1

V. Closed Session Items

Item
None

VI. Reconvent Open Session

A. PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION (includes the vote or abstention of every member).

VII. Closing Items

A. Future Board Business

B. Adjourn Meeting

Motion: To adjourn the meeting.

Motion by: Barke

Second by: Oliver

Final Resolution: Motion passes.

Yeas: 4

Nays: 0

Abstain: 0

Absent: 1

# *Orange County Classical Academy*

## *Employee Handbook*



**ORANGE COUNTY**  
CLASSICAL ACADEMY

*Dear OCCA teammate:*

*Welcome to the Orange County Classical Academy (OCCA) family! Reading this letter means you have signed up to work for our school, dedicated to changing the odds for young scholars and their families. We suspect that something powerful brought you to OCCA and OCCA to you. Maybe it is a common love of children, maybe for teaching, maybe for having strong conviction to prepare our children to be responsible citizens. Whatever may have attracted you to work with us, we are thankful to have you join our family.*

*Our vision is that Orange County Classical Academy will provide students a full and complete education that will challenge them to excel both in learning and in character. This classical educational program will succeed through the Academy's high standards and curriculum, supported by a well-regulated campus. The goal of Orange County Classical Academy is to graduate students who are highly literate, prepared to continue academic achievement, and ready to become responsible members of their community.*

*OCCA commits to doing its part in maintaining a culture that allows us all to do our best work. When we fall short, we promise to learn and improve. The following Handbook captures our formal policies and practices that guide how we treat one another with professionalism and respect. We update the handbook as needed to ensure we comply with all federal, state, city and local employment laws and regulations.*

*While we have guidelines, rules and standards in this Handbook, none substitute for good judgment, common sense, personal integrity and upholding strict ethical standards in our daily work. If you have questions about anything in (or not in) this Handbook, please contact your headmaster. We are here to help and learn. During our orientation process, we review some of the key policies in this Handbook. However, it is your responsibility to carefully review and model the information to help us create and maintain a safe, healthy and productive work environment.*

*OCCA is honored to have you join our team. Our scholars and families are counting on us.*

*With gratitude,*

*Semi Park Headmaster at OCCA*

## **I. Introduction**

This Handbook summarizes the Orange County Classical Academy Charter School's (hereinafter referred to as "School" or "Company") personnel policies applicable to all employees. Please review these policies carefully. If you have any questions about the policies outlined in this Handbook, or if you have any other personnel related questions, whether related to policies specifically addressed in this Handbook, please consult the school Headmaster.

This Handbook is intended only as a guide to the School's personnel policies, outlining and highlighting those policies and practices. It is not, therefore, intended to create any expectations of continued employment, or an employment contract, express or implied. This Handbook supersedes any previously issued handbooks, policies, benefit statements and/or memoranda, whether written or verbal, including those that are inconsistent with the policies described herein.

With the exception of the at-will employment status of its employees, the School reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice (including, but not limited to, areas involving hiring policies and procedures, general work place policies, hours of work, overtime and attendance, standards of conduct, employee benefits, employment evaluation and separation) with or without notice to you. Only the Executive Director may alter the at-will employment status of any of its employees.

Once you have reviewed this Handbook, please sign the two employee acknowledgement forms at the end of this Handbook, keep one for your files and provide the other to the School Headmaster. This signed acknowledgement demonstrates to the School that you have read, understand and agree to comply with the policies outlined in the Handbook.

## **II. Hiring Policies and Procedures**

### **A. At Will Employment**

The School is an at-will employer. This Handbook does not in any way reflect a modification to this policy and does not reflect a contract of employment, either express or implied, between you and the School. Accordingly, either you or the School may terminate this relationship at any time, for any reason, with or without cause, and with or without prior notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to any employee in connection with his/her employment shall require the School to have "cause" or reason to terminate an employee or otherwise restrict the School's right to terminate an employee at any time for any reason. No School representative is authorized to modify this policy for any employee, unless in writing, signed by both the Executive Director and approved in writing by the Board of Directors.

### **B. Equal Employment Opportunity Policy**

The School is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunities to all qualified individuals without regard to race, religious creed, color, national origin, ethnicity, ancestry, sex, sexual orientation, age, physical or mental disability, genetic information, gender, gender identity and expression, gender related appearance and behavior, marital status, citizenship status, medical condition, military and veteran status or any other legally protected status. This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees. Furthermore, the School prohibits all unlawful discrimination against any employee or applicant for employment in its programs or activities based on race, color, religion, sex, gender, ethnic group identification, age, national origin, ancestry,

genetic characteristics, mental or physical disability, marital status, sexual orientation or other category protected by law.

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. In order to perform the essential functions of the job, any applicant or employee requiring an accommodation should contact Headmaster and request such an accommodation.

If you believe prohibited discrimination has occurred, please contact your direct supervisor or Headmaster immediately. Reports will be investigated, and appropriate corrective action will be taken.

### **C. Immigration Compliance**

The School does not discriminate against any individual because of his or her national origin, citizenship or intent to become a U.S. citizen in compliance with the Immigration Reform and Control Act of 1986. It is, however, the policy of the School to only employ those individuals that are authorized to work in the United States. In furtherance thereof, the School requires each prospective employee to provide documents verifying his or her identity and authorization to be legally employed in the United States. The employee will also be required to sign a legal verification attesting to her/his authorization to be legally employed in the United States.

### **D. 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 40 hours in a week.

**Part Time:** Part time employees are those employees who are scheduled to work less than 40 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 employees are generally not eligible for company-sponsored benefits, unless otherwise required by applicable law or applicable plan documents. However, part-time employees who are regularly scheduled for between 20 and 29 hours per week, and who have worked for at least one year at 30 or more hours per week, may be eligible for some benefits on a pro-rated basis in accordance with OCCA policy and applicable 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. Temporary employees are not entitled to benefits by the School. If you have any questions about your classification, please consult with the School Headmaster.

### **E. Relationships Between Employees**

While the School's policies do not permit discrimination based on an individual's marital status, the individual's relations to another School employee or his or her lawful off duty conduct, some situations can create conflicts of interest requiring the School to take the employee's relationship with another employee into account.

An employee should not be in a supervisory role with another employee who is a relative (i.e., sibling, parent, spouse, domestic partner, etc.). Supervisors should avoid situations that result in actual or perceived conflicts of interest with supervised employees and situations of favoritism.

A supervisor should avoid forming special social relationships or dating employees under his or her direct supervision, or with other employees that would create actual or perceived conflicts of interest and situations of favoritism. If such relationship arises, both employees shall notify the School so that appropriate measures can be taken to prevent conflicts of interest or favoritism.

The School reserves the right to take appropriate action if employee relationships interfere with the safety, morale or security of the School, or if the relationships create an actual or perceived conflict of interest or favoritism.

### **F. Certification and Licensure of Instructional Staff**

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

It is the responsibility and a condition of continued employment of all instructional staff to maintain and keep current such certificates, permits or other documentation and provide to the School Headmaster 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 Headmaster. 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.

### **G. Tuberculosis Testing**

Except as provided below, no person shall be employed by the School unless the employee has submitted proof of submission to a tuberculosis risk assessment within the past 60 days, and if tuberculosis risk factors are identified, has been examined to determine that he/she is free of infectious tuberculosis. If no risk factors are identified, an examination is not required. Employees transferring from other public or private schools within the State of California must either provide proof of an assessment and clearance within the previous 60 days or a verification from the previous employer that the person has a certificate on file showing that the person is free from infectious tuberculosis within the last four years.

Employees who have no identified risk factors or who test negative for tuberculosis infection shall be required to undergo the tuberculosis risk assessment, and if risk factors are identified, the examination, at least once each four years (or more often if directed by the governing board upon the recommendation of the local health officer.)



The tuberculosis test shall consist of an approved intradermal tuberculin test or any other test for tuberculosis infection that is recommended by the federal Centers for Diseases Control and Prevention and licensed by the federal Food and Drug Administration, which if positive shall be followed by an X-ray of the lungs in accordance with the Health and Safety Code.

The examination for applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant. The cost of the examination required of existing employees shall be a reimbursable expense. Employees should follow the School's reimbursement procedures.

## **H. Criminal Background Checks**

As a condition of employment, the School requires all applicants for employment to submit two sets of fingerprints to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and Federal Bureau of Investigation. The School will not employ a person who has been convicted of a violent or serious felony or a person who would be prohibited from employment by a public school district because of his or her conviction for any crime, unless an applicable exception applies. The School will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. The School shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification.

### **I. Mandated Reporter Training**

All employees who are mandated reporters, as defined in the California Penal Code, are required to participate in approved mandated reported 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. Education Code 44691

## **III. General Workplace Policies**

### **A. Prohibition of Harassment/Discrimination and Protection Against Retaliation**

#### **1. Policy**

The School is committed to providing a workplace and educational environment free of sexual harassment, as well as harassment and discrimination based on such factors as race, religion, creed, color, ethnicity, national origin, ancestry, age, medical condition, genetic information, gender identity and expression, gender related appearance and behavior, marital status, sex, sexual orientation, citizenship status, disability, military and veteran status, status as a victim of the crimes enumerated in Labor Code section 230.5, or any other category protected by law. The School will not condone or tolerate harassment or discrimination of any type by any employee, whether supervisory or co-employee, against an employee, third party vendor or student. The School also does not condone or tolerate harassment or discrimination of its employees by any third parties or students. The School will promptly and thoroughly investigate any complaint of harassment or discrimination and take appropriate corrective action, if warranted.

The School will take all reasonable steps to prevent discrimination and unlawful harassment from occurring. Sexual or other unlawful harassment in employment violates the School's policy and is prohibited under Title VII of the Civil Rights Act (42 U.S.C. sections 2000e, *et seq.*) and the California Fair Employment and Housing Act (Govt. Code sections 12940, *et seq.*).

## 2. 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.

## 3. Definition of Sexual Harassment

Federal law defines sexual harassment as unwelcome sexual conduct that is a term or condition of employment. 29 C.F.R. § 1604.11(a). 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," 29 C.F.R. § 1604.11 (a) (1). "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," 29 C.F.R. § 1604.11(a)(2). 29 C.F.R. § 1604.11(a)(3). A "hostile environment" claim for harassment occurs when discrimination based on sex has created a hostile or abusive work environment. *Meritor Savings Bank v. Vinson*, 106 S. Ct. 2399 (1986).

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 (Govt. Code § 12940(a))), academic status or progress (i.e., a student's grades or promotion to the next grade (5 C.C.R. § 4916(a)(1)) is explicitly or implicitly conditioned upon submission to unwelcome sexual advances, as more fully described below. *Mogilefsky v. Superior Court*, 20 Cal. App. 4<sup>th</sup> 1409, 1414 (1993). 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. 5 C.C.R. § 4916(a)(2). 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. *Mogilefsky v. Superior Court*, 20 Cal. App. 4<sup>th</sup> 1409, 1414 (1993); 5 C.C.R. § 4916(a)(3). 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. 5 C.C.R. § 4916(a)(3). 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. 5 C.C.R. § 4916(a)(4).

The educational environment includes, but is not limited to, the School's campus or grounds, the properties controlled or owned by the School and off-campus, if such activity is School sponsored or is conducted by organizations sponsored by or under the jurisdiction of the School. 5 C.C.R. § 4916(e).

The following are examples of offensive behavior:

- Unwanted sexual advances (5 C.C.R. § 4916(a)), flirtations, touching or requests for sexual favors (5 C.C.R. § 4916(a));
- Unwanted or excessive hugging;
- Verbal abuse of a sexual nature;

- Graphic or suggestive comments about dress or body and the sexual uses to which it could be put;
- Unwarranted graphic discussion of sexual acts;
- Sexually degrading words;
- Suggestive or obscene letters, notes or invitations;
- Verbal harassment including, but not limited to, unwelcome epithets, jokes, derogatory comments, or slurs of a sexual nature, or sexually degrading words used to describe a person; 5 C.C.R. § 4916(b).
- Physical harassment including, but not limited to, assault, impeding or blocking movement or any physical interference with normal work or school activities or movement, when done because of your sex; 5 C.C.R. § 4916(c).
- Visual harassment including, but not limited to, leering, making sexual or obscene gestures, displaying sexually explicit or derogatory posters, cartoons or drawings, or computer-generated images of a sexual nature; 5 C.C.R. § 4916(d).
- Making or threatening retaliatory action after receiving a negative response to sexual advances.

#### 4. **What to do if Sexual and Other Unlawful Harassment or Discrimination Occurs**

##### **Internal Procedures:**

**School Level Investigation:** Each supervisor has the responsibility to maintain a work place and educational environment free from any form of sexual or other unlawful harassment. Consequently, should supervisor 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 Semi Park, Headmaster, 4100 E. Walnut Avenue, Orange, CA 92869, (562) 381-4348. If the employee is not comfortable contacting Headmaster or if that individual is not available, the employee should contact Gary Davis, Executive Director, 4100 E. Walnut Avenue, Orange, CA 92869, (916) 705-9538. A Harassment Complaint Form may be obtained from Headmaster. The Headmaster 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. 5 C.C.R. § 4964.

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. 5 CCR § 4610.

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](http://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.

## **5. Retaliation Policy**

It is in violation of the School’s policy for the School or any employee to demote, suspend, reduce, fail to hire or consider for hire, fail to give equal consideration in making employment decisions, fail to treat impartially in the context of any recommendations for subsequent employment that the School may make, adversely affect working conditions or otherwise deny any employment benefit to or take actions that are materially adverse against (Burlington N. & Santa Fe Ry. Co. v. White, 126 S.Ct. 2405, 2006 U.S. LEXIS 4895 (2006)) an individual because that individual, or his/her family member, has opposed practices prohibited by law or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing conducted by the Department or their staff or has requested a reasonable accommodation for a disability or religious reasons, regardless of whether the request was granted (Govt Code 12940(1)(4) & (m)(2)). Any employee retaliating against another employee, applicant or student will be disciplined, up to and including termination. *2 C.C.R. § 11021; 5 C.C.R. § 4963.*

Examples of protected activities under the School’s retaliation policy include seeking advice from the Department; filing a complaint with the Department, irrespective of whether the complaint is actually sustained; opposing employment practices the employee reasonably believes to exist and believes to be a violation of the law; participating in an activity that is perceived by the School as opposition to discrimination, whether or not so intended by the employee expressing the opposition; participating in the proceeding of a local human rights or civil rights agency on a legal basis. *2 C.C.R. § 11021*

Nothing in this policy shall be construed to prevent the School from enforcing reasonable disciplinary policies and practices, nor from demonstrating that the actions of an applicant or employee were either disruptive or otherwise detrimental to legitimate business interests so as to justify the denial of an employment benefit. *Id.*

### **B. 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 School Headmaster.

### **C. 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 your supervisor with your questions or concerns. If the situation is not resolved to your satisfaction, please contact Headmaster preferably in writing, who will further investigate the issue.

#### **D. Drug Free Workplace**

It is the School's policy to maintain a drug and alcohol-free workplace. No employee may use, possess, offer for sale or be under the influence of any unauthorized controlled substance, illegal drugs or alcohol during working hours, including lunch and break periods, in the presence of pupils or on School property at any time or on field trips at any time.

Engaging in any of the activities above shall be considered a violation of School policy and the violator will be subject to discipline, up to and including termination. The School complies with all federal and state laws and regulations regarding drug use while on the job.

The School may conduct unannounced searches of School property from time to time for alcohol, illegal drugs, drug paraphernalia and/or unauthorized controlled substances, or to ensure compliance with any other School-related policy. This includes desks, storage areas, and rooms normally used to store employees' personal property. Employees are expected to keep all prescribed medicine in its original container, which should identify the drug, date of prescription and the prescribing doctor.

The School may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol. Such testing will be conducted if two or more supervisors, employees, or medical personnel observe an employee acting in such a manner to raise suspicion that the employee is under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

#### **E. Smoking**

All School buildings and facilities are non-smoking facilities. 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.

#### **F. 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 Headmaster 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.

#### **G. Company Property Inspections**

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

#### **H. 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.

#### **I. Lactation**

Lactating employees may request an accommodation for lactation and may do so by contacting Headmaster. Employees may use their meal and/or rest periods for the purpose of expressing breast milk. If required, a reasonable amount of additional time will be provided. Such additional time will be unpaid for non-exempt employees. Labor Code § 1031.

A private place to express breast milk, other than a bathroom, will be provided in close proximity to the employee's work area, shielded from view and free from intrusion while the employee is expressing milk. The employee's normal work area may be used if it allows the employee to express milk in private.

If the School cannot make provide break time or a location that complies with this policy, the School will provide a written response to the employee. If the School fails to provide an accommodation for expressing milk in accordance with this policy, the employee has a right to file a complaint with the Labor Commissioner.

## **J. 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 Headmaster. 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.

## **K. Soliciting/Conducting Personal Business While on Duty**

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.

## **L. Use of Company Communication Equipment and Technology**

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

Additionally, the School uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by

minors, internet access harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

Passwords used in connection with the School's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized School employees. Therefore, employees are required to provide to Headmaster all passwords used in connection with the School's communications equipment and technology any time the employee's passwords are created or change. 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 is 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 is 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.

#### **M. Employee Blogs and Social Media**

If an employee decides to keep a personal blog, or use other social media, that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including its computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be adhered to;
- 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, unless authorized in writing by Headmaster;



- 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 blog violates this or other School policies.

#### **N. 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.

#### **O. Personnel Files and Record Keeping Protocols**

At the time of your employment, a personnel file is established for you. Please keep Office Manager advised of changes that should be reflected in your personnel file. Such changes include: change in name, 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 you should the change affect your other records.

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. A request for inspection or copying of information contained in the personnel file must be directed to Office Manager.

The School will restrict disclosure of your personnel file to authorized individuals within the School. Only the Headmaster is authorized to release information about current or former employees. The School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

#### **IV. Hours of Work, Overtime and Attendance**

**A. Work Hours and Schedules**

The School's normal working hours are from 7:30 a.m. to 4:30 p.m. Monday through Friday. The work schedule for full-time non-exempt employees is normally 40 hours per week. Your supervisor will assign your work schedule.

**B. Overtime**

The School follows all applicable federal and state laws regarding the payment of overtime wages by compensating all non-exempt employees for overtime hours worked. For purposes of overtime calculations for non-exempt employees, the School's workweek begins on Monday and ends the following Sunday. The workday begins at midnight and ends the following day at 11:59 p.m. You will be informed when you are required to work overtime hours. All overtime hours worked must be preauthorized in writing by Headmaster.

Only those hours that are actually worked are counted to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked and are therefore not counted in overtime calculations.

**C. 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.

**D. Work Breaks**

Non-exempt School employees who work more than five (5) hours in one day are allowed 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 time card.

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 Headmaster to schedule their meal and break periods. Rest breaks are not to be noted on the employee's time card.

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 Headmaster in advance when possible (if not possible, as soon as possible) so that proper measures may be taken.

## **E. Pay Days**

For all employees, payday is scheduled on the 10<sup>th</sup> and the 25<sup>th</sup> of each month. Each paycheck will include earnings for all reported work performed through the end of the payroll period.

All employees are paid on the 25<sup>th</sup> of the month for the pay period from the 1<sup>st</sup> to the 15<sup>th</sup> of that month, and on the 10<sup>th</sup> day of the month for the pay period from the 16<sup>th</sup> to the last day of the previous month.

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.

For certificated employees, the school has adopted an 11 month payment schedule. Each month's salary will be equal to your salary, divided by 11.

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

## **F. Payroll Withholdings**

The School is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

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

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

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.

State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask the Executive Director to explain them to you.

You may change the number of withholding allowances you wish to claim for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to Headmaster. The School's business office maintains a supply of these forms.

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

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.

### **G. Attendance Policy**

Employees are expected to adhere to regular attendance and to be punctual. If you find it necessary to be absent or late, you are expected to arrange it in advance with Headmaster. If it is not possible to arrange your absence or tardiness in advance, you must notify Headmaster no later than one-half hour before the start of your workday. If you are a teacher, you are also requested to arrange for a qualified substitute to be approved by the Headmaster. If you are absent from work longer than one day, you are expected to keep Headmaster sufficiently informed of your situation.

Excessive absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination. An absence or tardiness without notification to Headmaster will lead to disciplinary action, up to and including termination.

If you fail to come to work for three consecutive work days without authorization, the School will presume that you have voluntarily terminated your position with the School.

### **H. Time Records**

Time records must be accurately kept reflecting all regular hours and 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 overtime must be accurately reflected on the time record.

### **I. 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 Headmaster 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.

## **V. Standards of Conduct**

### **A. Personal Appearance**

Employees are expected to wear clothes that are neat, clean and professional while on duty. Employees are expected to appear well groomed and appear within professionally accepted standards suitable for the employee's position, and must at all time wear shoes. Your Headmaster will inform you of any specific dress requirements for your position. Employees may not display tattoos on their bodies. If an employee has a tattoo that is visible, it is the employee's responsibility to ensure that it is not visible during working hours.

### **B. 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.

### **C. Prohibited Conduct**

The School expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees engaging in misconduct will be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited by the School. This list is not exhaustive and is intended only to provide you with examples of the type of conduct that will not be tolerated by the School. The specification of this list of conduct in no way alters the at-will employment relationship the employee has with the School.

- Unexcused absence and/or lack of punctuality
- Release of confidential information without authorization
- Possession of or reporting to work while under the influence of alcohol or illegal drugs and controlled substances
- Theft or embezzlement
- Willful destruction of property
- Conviction of a felony or conviction of a misdemeanor making the employee unfit for the position
- Falsification, fraud or omission of pertinent information when applying for a position
- Any willful act that endangers the safety, health or wellbeing of another individual
- Horseplay
- Any conduct that has gained sufficient notoriety so as to impair his/her on-campus relationships
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the school
- Misuse of School property or funds

- Possession of firearms, or any other dangerous weapon, while acting within the course of your employment with the School
- Acts of discrimination or illegal harassment based on gender, ethnicity or any other basis protected by state or federal law
- Failure to comply with the School's safety procedures
- Insubordination
- Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School
- Violations of federal, state or local laws affecting the organization or your employment with the organization
- Unacceptable job performance
- Dishonesty
- Failure to keep a required license, certification or permit current and in good standing
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record
- Unreported absence of any three consecutively scheduled workdays
- Unauthorized use of School equipment, materials, time or property
- Working unauthorized overtime or refusing to work assigned overtime
- Abuse of sick leave
- Sleeping or malingering on the job

**D. Confidential Information**

All information relating to students, including 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.

**E. Conflict of Interest**

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations that he or she believes may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, 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 related to a potential or actual conflict of interest shall constitute grounds for disciplinary action. Employees shall not be financially interested in any contract made by them in their official capacity.

**F. Child Neglect and Abuse Reporting**

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to the local police department or to the county welfare office. Child abuse is broadly defined as “a physical injury that is inflicted by other than accidental means on a child by another person.” School employees are required to report instances of child abuse when the employee has a “reasonable suspicion” that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect.

Child abuse should be reported immediately by phone to a police department. The phone call is to be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child’s parents.

Reporting the information regarding a case of possible child abuse or neglect to your supervisor, the School principal, a School counselor, coworker or other person shall not be a substitute for making a mandated report to the police department.

**G. 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.

**H. 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 Headmaster. In general, all expenses must have been previously approved in writing by Headmaster. All reimbursement forms must be complete and submitted to Headmaster.

**VI. Employee Benefits**

**A. Vacation**

The School provides vacation benefits to eligible employees to enable them to take paid time off for rest and recreation. The School believes that this time is valuable for employees in order to enhance their productivity and to make their work experience with the School personally satisfying.

All non-certificated full-time employees accrue vacation from the date of hire at the following accrual rates:

<b><u>Years of Continuous Service</u></b>	<b><u>Vacation Accrual</u></b>
Date of hire through fifth year	10/12 of one day for each full month worked up to a maximum of ten days per year (no vacation may be taken during the first six months of employment)
Sixth year through tenth year	15/12 of one day for each full month worked up to

	a maximum of fifteen days per year
Eleventh year and thereafter	20/12 of one day for each full month worked up to a maximum of twenty days per year

Regular part-time employees working a minimum of twenty (20) hours per week accrue vacation benefits on a pro rata basis. Temporary employees and employees who work less than twenty (20) hours per week do not accrue vacation benefits.

Vacation accruals may not exceed twice an employee’s current annual entitlement. Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has taken vacation and his or her accrued hours have dropped below the maximum.

No employee will receive pay in lieu of vacation, except as required by law. Employees may not borrow against unearned vacation time.

No vacation accrues during any unpaid leave of absence or while on disability salary continuation. Vacation accruals recommence with the employee returns to work.

On termination of employment, the employee is paid all accrued, unused vacation at the employee’s base rate of pay at the time of his or her termination.

All vacations must be approved in advance by Headmaster.

**B. Sick Leave**

Sick leave is a benefit provided by the School that employees accumulate in order to provide a cushion for incapacitation due to illness or injury. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for “personal” absences. Sick leave may only be used for the following purposes, upon oral or written request of an employee:

- Diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or his/her family member (defined as child, parent (adoptive, foster, step parents and legal guardians included), spouse, registered domestic partner, grandparent, grandchild and sibling)
- For an employee who is a victim of domestic violence, sexual assault or stalking and for the purposes described in Labor Code sections 230(c) and 230.1(a) relating to obtaining relief therefor

At the beginning of each school year, all employees are awarded twenty-four (24) hours of paid sick leave. Full-time employees continue to accrue paid sick leave on a proportional basis over the remainder of the school year until reaching an equivalent of ten work days, at which point, accrual stops. Part-time employees accrue no sick leave beyond twenty-four hours. Unused paid sick leave does not carry over from year to year.

New employees are awarded twenty-four hours of sick leave at the beginning of employment, but are not eligible to use it for the first 90 days of employment. New full-time employees hired after the beginning of the school year will accrue paid sick leave at the same rate as if the employee worked the entire school year and may not actually accrue the equivalent of ten paid sick days.

Employees may determine how much paid sick leave he or she needs to use; provided that any leave taken is no less than one hour. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance



notification. If the need is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable. Please contact Headmaster to schedule or report the need for paid sick leave.

Accrued and unused sick leave is not paid out upon termination, resignation, retirement or other separation from employment. The School will provide employees with written notice setting forth the amount of paid sick leave available.

### **C. Holidays**

An employee who qualifies to receive pay for a holiday will receive one (1) day of pay at the employee's regular rate of pay. To qualify to receive pay for a holiday, an employee must meet of the following conditions:

1. Be a full-time and active employee on the date of the School holiday;
2. Work all hours that the employee is scheduled to work on the last regular working day before, and the first regular working day after the holiday, unless the employee is on an approved absence.

Regular full-time and salaried employees (EXEMPT) will receive the following twenty-six (26) paid holidays:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
President's Day  
Spring Break  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Day Before Thanksgiving  
Thanksgiving  
Friday after Thanksgiving  
Winter Break December

When a holiday falls on a Saturday, the preceding Friday will be celebrated as the holiday; if it falls on a Sunday, the following Monday will be celebrated as the holiday. When Christmas falls on a Saturday, the Day before Christmas will be celebrated on Thursday. If Christmas falls on a Sunday or Monday, the day before Christmas will be celebrated on the preceding Friday. Employee holidays, professional development, and school days are outlined in the School Calendar.

### **D. Insurance Benefits**

#### **1. Health Insurance**

Full-Time employees are entitled to health insurance benefits in accordance with the School's health insurance plan. The School will cover \$800 of the employee premium to be applied toward the plan the employee selects. Anything above \$800 will be the employee's portion. The employee's portion of monthly premiums will be deducted from the employee's paycheck.

If medical insurance premium rates increase, employees may be required to contribute to the cost of increased premiums to retain coverage. Unless otherwise mandated by law, employees on a leave of absence of more than 30 days are responsible for selecting continuing health coverage and paying the premium for such coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

## **2. Disability Insurance**

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

## **3. Family Leave Insurance**

Employees covered by the California Disability Insurance program are also covered by the California Paid Family Leave Insurance program. Eligible employees are entitled to receive up to six weeks of wage replacement benefits when they suffer a wage loss for taking time off to care for a seriously ill child, spouse, parent or domestic partner or to bond with a new child within one year of birth or placement of the child in connection with foster care or adoption. Specific rules and regulations relating the Family Leave Insurance are available from the Headmaster.

## **4. Workers' Compensation Insurance**

Eligible employees are entitled to Workers' Compensation Insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee. See below for a further description of making a claim for Workers' Compensation Insurance benefits.

### **E. 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 Headmaster as far in advance as is practicable. While on leave, employees should occasionally keep in contact with Headmaster and must notify Headmaster if the date to return to work changes. If an employee's leave expires and fails to return to work without contacting Headmaster, 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 Headmaster 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 Headmaster. 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.

### **1. Family Care and Medical Leave**

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 12 work weeks of leave in any 12-month period for the birth or adoption of a child, the employee's own serious health condition or for the serious health condition of the employee's child, parent or spouse.

In a single 12-month period, the FMLA also provides for a family member of a person on covered active duty in the Armed Forces or Reserves to take up to 12 workweeks of leave for any qualifying emergency arising out of

the fact that a spouse, son, daughter or parent is on active duty in the Armed Forces or Reserves or up to 26 workweeks, less other FMLA leave taken, to care for a covered service member with a serious injury or illness as described below.

For ease of reference in this policy, all leave taken under both FMLA and CFRA will be referred to as “FMLA leave,” except to the extent that leave under FMLA and CFRA do not overlap. It is also the policy of the School that it will not interfere with, restrain or deny any employee’s rights provided by FMLA and CFRA. FMLA leave runs concurrently with Pregnancy Disability Leave, while CFRA leave does not.

### Eligible Employees

Employees may be eligible for FMLA leave if they have:

- Been employed by the School for at least 12 months; and
- Worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave; and
- Work at a location in which the employer has at least 50 employees within 75 miles radius of the employee’s work site.

### Reasons for Taking Leave

The 12-week FMLA leave includes any time taken for any of the following reasons:

- Care for the employee’s newborn child or a child placed with the employee for adoption or foster care;
- For your own serious health condition that makes the employee unable to perform any one or more of the essential functions of his or her job;
- Care for a spouse, registered domestic partner, child or parent with a serious health condition;
- To care for a covered service member, including covered active members and covered veterans, who is your spouse, son, daughter, parent or next of kin and who is undergoing medical treatment, recuperation or therapy, in outpatient status or on the temporary disability retired list for a serious injury or illness incurred in the line of duty on active duty or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty;
- For a qualifying exigency arising out of the fact that your spouse, son, daughter or parent is on covered active duty status or call to covered active duty status (or has been notified of an impending call or order to covered active duty).
  - Covered active duty or call to covered active duty status for a member of the Regular Armed Forces means duty during the deployment with the Armed Forces to a foreign country. The active duty orders of a member of the Regular components of the Armed Forces will generally specify if the member is deployed to a foreign country.
  - Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation as further explained in 29 C.F.R. § 825.126.

A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves: 1) inpatient care in a hospital, hospice or residential health care facility or 2) continuing treatment by a health care provider.

A “serious injury or illness” for a covered veteran means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is: 1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member’s office, grade, rank or rating; or 2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; or 3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or 4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

A “qualifying exigency” is one or more of the following, as further defined in regulation: 1) short notice deployment (up to 7 days); 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; 7) post-deployment activities; 8) parental care; 9) additional activities. The maximum amount of time an eligible employee may take for rest and recuperation qualifying exigency leave is a maximum of 15 calendar days.

An employee that takes leave may elect, or the School may require the employee, to substitute any of the employee’s accrued vacation leave or other accrued time off (if any) during this period or any other paid or unpaid time off provided by the School. If an employee takes leave because of the employee’s own serious health condition, the employee may elect, or the School may require the employee, to substitute accrued sick leave during the period of the leave. An employee shall not use sick leave during a period of leave in connection with the birth, adoption or foster care of a child, unless otherwise mutually agreed to by the employee and the School.

#### Length of FMLA Leave

Leave can be taken in one or more periods, but may not exceed 12 work weeks in any 12-month period, except for leave to care for a covered service member with a serious illness or injury. The 12-month period is measured backward from the date an employee uses any FMLA leave. Leave taken for a pregnancy disability is not included in this 12 week calculation.

In a single 12-month period, the FMLA also provides for a family member of a person on covered active duty in the Armed Forces or Reserves to take up to 12 workweeks of leave for any qualifying emergency arising out of the fact that a spouse, son, daughter or parent is on active duty in the Armed Forces or Reserves (29 CFR §§ 825.100(a); 825.200) or up to 26 workweeks, less other FMLA leave taken, to care for a covered service member with a serious illness or injury. 29 CFR § 825.127(e).

12 work weeks means the equivalent of twelve of the employee’s normally scheduled work weeks. For a full-time employee who works five eight-hour days per week, 12 work weeks means 60 working and/or paid eight-hour days. The 12-month period in which 12 weeks of leave may be taken is the 12-month period immediately preceding the commencement of any FMLA leave.

If FMLA leave is taken because of the employee’s own serious health condition or the serious health condition of the employee’s spouse, parent child, or covered service 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.

If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two weeks' duration on any two occasions.

### Health Benefits

Payment of premiums while on FMLA leave remains the same as if the employee were not on leave. Thus, the employee is required to pay any premium payments for him/herself and dependents during leave that would have been made if he/she were not on leave, while the School continues to pay the benefits at the same level as if the employee were not on leave. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If the employee out on leave chooses not to return to work from a leave allowed by this policy after the expiry of the leave, the employee will be required to repay the School the premium amounts it paid during leave, unless the employee does not return to work because of circumstances beyond his/her control or because of recurrence, continuation or onset of a serious health condition.

### Medical Certifications

An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within 15 days of the leave request) may result in denial of the leave request until such certification is provided.

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.

Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit recertifications can result in termination of the leave.

### Certification for Qualifying Exigency

The first time an employee requests leave because of a qualifying exigency arising out of the covered active duty or call to covered active duty status (or notification of an impending call or order to covered active duty) of a covered service member, an employer may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty service and the dates of the military member's covered active duty service. This information need only be provided to the employer once.

The School may require that leave for any qualifying exigency be supported by a certification from the employee that sets forth the following information: 1) a statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency for which FMLA leave is requested; 2) the approximate date on which the qualifying exigency commenced or will commence; 3) if the request is for a single, continuous period of time, the beginning and end dates for such absence; 4) if the request is for an intermittent or reduced schedule basis, an estimate of the frequency and duration of the qualifying exigency; 5) if the request involves meeting with a third party, appropriate contact information for the individual or entity with whom the employee is meeting (such as name, title, organization, address, telephone number, fax number and email address) and a

brief description of the purpose of the meeting; and 6) if the request involves rest and recuperation leave, a copy of the military member's rest and recuperation orders, or other documentation issued by the military which indicates that the military member has been granted rest and recuperation leave, and the dates of the military member's rest and recuperation leave. The School may provide the employee with a form that will meet these certification requirements.

### Procedures for Requesting and Scheduling FMLA Leave

An employee should request FMLA leave by completing a Request for Leave form (available from Headmaster and submitting it to Headmaster. An employee asking for a Request for Leave form will receive a copy of the School's then-current FMLA leave policy.

Employees should provide not less than 30 days' notice or if such notice is not possible, as soon as is practicable, for foreseeable childbirth, placement or any planned medical treatment for the employee or his/her spouse, child or parent. Failure to provide such notice is grounds for denial of a leave request, except in situations where the need for FMLA leave is an emergency or otherwise unforeseeable.

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/she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

In most cases, the School will respond to a FMLA leave request within **5** days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within 5 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

Upon timely return at the expiration of the FMLA leave period, an employee is entitled to the same or comparable position that is virtually identical to the employee's original position in terms of pay, benefits and working conditions, including privileges, perquisites and status, unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave. Certain key employees may be subject to reinstatement limitations in certain circumstances. If you are a key employee, you will be notified of the potential reinstatement limitations when you request FMLA leave.

Before an employee will be permitted to return from FMLA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.

## **2. Pregnancy Disability Leave**

The School complies with the requirements of the California Pregnancy Disability Act, in addition to other family and medical leaves required by law. The School will give each female employee an unpaid leave of absence of up to four months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth or related medical conditions.

### Eligibility

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

### Reasons to Take Leave

The employee is entitled to take up to four months of pregnancy disability leave if the employee is actually disabled by her pregnancy, childbirth or a related medical condition. This includes, but is not limited to, time off needed for prenatal or postnatal care, severe morning sickness, doctor-ordered bed rest, gestational diabetes, pregnancy induced hypertension, preeclampsia, post-partum depression, childbirth, loss or end of pregnancy, recovery from childbirth, and any related medical condition. 2 C.C.R. § 11035(f). This list is intended to be non-exclusive and illustrative only.

### Length 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. 2 C.C.R. § 11035(l). For a full time employee who works forty hours per week, “four months” means 693 hours of leave entitlement, based on 40 hours per week times 17<sup>1/3</sup> weeks. 2 C.C.R. § 11042(a)(1)

For employees who work more or less than 40 hours per week, or who work on variable work schedules, the number of working days that constitutes “four months” is calculated on a pro rata or proportional basis. For example, for an employee who works 20 hours per week, “four months” means 346.5 hours of leave entitlement. For an employee who normally works 48 hours per week, “four months” means 832 hours of leave entitlement.

Periodic absences for pregnancy-related illness of limited duration taken prior to an actual leave may be subtracted from the four months of disability leave for pregnancy.

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee’s healthcare provider. If an employee requires 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. **2 C.C.R. § 11041(c).**

### Pay During Pregnancy Disability

An employee on pregnancy disability leave must use all accrued paid sick leave and may elect to use any or all accrued vacation during the otherwise unpaid leave period. The receipt of vacation pay, sick leave pay or state disability insurance benefits will not extend the length of pregnancy disability leave.

### Employee Benefits

An employee on pregnancy disability leave remains an employee of the School.

While an employee is out on pregnancy disability leave, the School will continue to pay the premiums for eligible employees under the School’s group health plan for the duration of the pregnancy disability leave taken. Once the pregnancy disability leave has expired, the employee may, depending upon other leave requirements, be expected to pay for her premiums beyond her pregnancy disability leave. Please check with human

resources to discuss these issues if you anticipate taking leave beyond the four-month pregnancy disability leave.

Additionally, if an employee does not return to work after the expiration of the pregnancy disability leave, and the reasons for failure to return to work do not include one of the following: 1) the employee is on CFRA leave; or 2) the continuation, recurrence or onset of a health condition entitling the employee to pregnancy disability leave in the first instance, non-pregnancy-related medical conditions requiring other leave or other circumstances beyond the control of the employee, the School reserves the right to recover from the employee the premium the School paid for the employee's group health plan coverage while out on leave.

### Medical Certifications

An employee requesting a pregnancy disability leave, transfer or reasonable accommodation must provide medical certification from her healthcare provider on a form supplied by the School, which may be obtained from Headmaster. Failure to provide the required certification in a timely manner (within 15 days of the leave request) may result in a denial of the leave request until such certification is provided.

Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required re-certification can result in a delay of the employee's continuation of the reasonable accommodation, transfer or pregnancy disability leave.

### Requesting and Scheduling Pregnancy Disability Leave

An employee should request pregnancy disability leave by completing a Request for Leave form (available from Headmaster and submitting it to Headmaster. An employee asking for a Request for Leave form will be provided a current copy of the School's pregnancy disability leave policy.

Employees should provide not less than thirty (30) days or if such notice is not possible, as soon as is practicable if the need for the leave is foreseeable. Failure to provide such notice is grounds to delay granting the reasonable accommodation, transfer or leave, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operation.

In most cases, the School will respond to a pregnancy disability leave request within two days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within five 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

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) because of legitimate business reasons unrelated to the pregnancy disability leave.

If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position for which the employee is qualified is available.



When a request for pregnancy disability leave is granted to an employee, the School will provide the employee with a guarantee to reinstate the employee to the same position or to a comparable position, unless justified by law. The guarantee will be provided in writing if requested by the employee.

Before an employee will be permitted to return from a pregnancy disability leave, the employee must obtain a certification from her healthcare provider that she is able to resume work. 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.

### **3. Parental Leave**

The School complies with the California's New Parent Leave Act (NPLA) which requires the School to permit each eligible employee to take up to 12 work weeks of leave in any 12-month period to bond with a new child within one year of the child's birth, adoption or foster care placement.

#### Eligible Employees

Employees may be eligible for NPLA leave if they have:

- Been employed by the School for at least 12 months; and
- Worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave; and
- Work at a location in which the employer has at least 20 employees within 75 miles radius of the employee's work site.

#### Reasons for Taking Leave

The 12-week NPLA leave includes any time taken to bond with a new child within one year of the child's birth, adoption or foster care placement.

#### Pay During NPLA Leave

An employee that takes leave may elect to utilize accrued vacation pay, paid sick time, other accrued paid time off or other paid or other paid or unpaid time off negotiated with the employer during the period of parental leave. If an employee has no accrued paid time off, the NPLA leave is unpaid.

#### Length of NPLA Leave

Leave can be taken in one or more periods, but may not exceed 12 work weeks in any 12-month period. The 12-month period is measured backward from the date an employee uses any NPLA leave. Leave taken for a pregnancy disability is not included in this 12-week calculation.

If both parents entitled to leave under NPLA are employed by the School, the School need only grant leave in connection with the birth, adoption or foster care of a child that would allow the parents parental leave totaling 12-weeks together. The School, in its sole discretion, may grant simultaneous leave to both employees.

12 work weeks means the equivalent of twelve of the employee's normally scheduled work weeks. For a full-time employee who works five eight-hour days per week, 12 work weeks means 60 working and/or paid eight-hour days. The 12-month period in which 12 weeks of leave may be taken is the 12-month period immediately preceding the commencement of any NPLA leave.

If NPLA 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 weeks, except that the School will grant a request for NPLA leave for this purpose of at least one day but less than two weeks' duration on any two occasions.

### Health Benefits

Payment of premiums while on NPLA leave remains the same as if the employee were not on leave. Thus, the employee is required to pay any premium payments for him/herself and dependents during leave that would have been made if he/she were not on leave, while the School continues to pay the benefits at the same level as if the employee were not on leave. When a request for NPLA 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 the employee out on leave chooses not to return to work from a leave allowed by this policy after the expiry of the leave, the employee will be required to repay the School the premium amounts it paid during leave, unless the employee does not return to work because of circumstances beyond his/her control or because of recurrence, continuation or onset of a serious health condition.

### Procedures for Requesting and Scheduling FMLA Leave

An employee should request NPLA leave by completing a Request for Leave form (available from Headmaster and submitting it to Headmaster.)

Employees should provide not less than 30 days' notice or if such notice is not possible, as soon as is practicable, for foreseeable bonding with a new child within one year of the child's birth, adoption of foster care placement. Failure to provide such notice is grounds for a delay in scheduling a leave request.

In most cases, the School will respond to a NPLA leave request within 5 days of acquiring knowledge that the leave is being taken for a NPLA-qualifying reason. If a NPLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's NPLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them, in addition to a guarantee of employment in the same or a comparable position upon termination of the leave.

### Return to Work

Upon timely return at the expiration of the NPLA leave period, an employee is entitled to the same or comparable position that is virtually identical to the employee's original position in terms of pay, benefits and working conditions, including privileges, perquisites and status, unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's NPLA leave. Certain key employees may be subject to reinstatement limitations in certain circumstances. If you are a key employee, you will be notified of the potential reinstatement limitations when you request NPLA leave.

## **4. Medical Leave of Absence**

At the discretion of Headmaster an unpaid medical leave of absence may be granted up to employees who are not eligible for other leaves. Ask Headmaster for information on medical leaves of absence, and any implications unpaid medical leave may have on your eligibility for employee benefits, including medical benefit plan coverage.

## **5. Time Off for Organ Donation and Bone Marrow Donation**

Employees are given up to 30 business days paid leave of absence in any one year period for the purpose of donating an organ to another person and a 5 business day paid leave of absence in any one year period for the purpose of donating bone marrow to another person. The year period is calculated from the date the employee's leave begins and consists of 12 consecutive months. The leave may be taken in one or more periods.

If the donating employee has any accrued, unused sick or personal days, the employee is required to use up to five of these days for bone marrow donations and up to 10 of these days for organ donations. The School will maintain and pay for health care coverage for the full duration of the leave as if the employee were still at work.

An employee will also be given an additional unpaid leave of absence, not exceeding 30 business days in a one-year period, when that employee is an organ donor, for the purpose of donating the employee's organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

The employee shall provide verification to the School that he or she is an organ or bone marrow donor and that there is a medical necessity for the leave. The employee shall notify Human Resources as far in advance of the leave as is practicable.

## **6. 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 Headmaster 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 Headmaster for information on personal leaves of absence.

## **7. Funeral/Bereavement Leave**

Employees who have worked with the School for more than three months will be allowed up to three consecutive working days off to arrange and attend the funeral of an immediate family member. For purposes of this policy, an employee's immediate family member includes a current spouse, parent, legal guardian, sibling, child, current parent-, sister-, or brother-in-law, grandparent, grand child, or domestic partner.

If any employee requires more than three days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued vacation time, which may be granted in the discretion of the School.

## **8. Military Leave of Absence**

The School provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine fitness for any such duty. Total military leave time taken may not exceed five years during employment, except in special circumstances.

Advance notice of leave is required. Please inform Headmaster of anticipated military leave time as far in advance as possible. Accrued vacation will be paid during military leave at your request and health plan coverage continuance can be arranged for up to 24 months during military leave if required premium payments

are made by you. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

Upon a return from military leave up to five years, an employee is entitled to reemployment within two weeks after the employee submits his/her reemployment application.

Eligible employees may be entitled to other leave rights related to military leave. Please contact Headmaster to understand all leave rights that may be available to you.

#### **9. 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 Headmaster. 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.

#### **10. 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 Headmaster. 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.

#### **11. 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 Headmaster to determine eligibility and scheduling before taking any leave to attend a disciplinary conference.

#### **12. 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 reenrolling the child in a school or with a licensed child care provider, or to address a child care 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.

**13. 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 Headmaster of your commitment to act as election official as far in advance as possible.

**14. Time Off for Jury and Witness Duty**

The School will provide employees unpaid leave to serve as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The School will also provide employees unpaid leave to appear in court or other judicial proceeding as a witness, as permitted by law, to comply with a valid subpoena or other court order. Please notify Headmaster of your commitment to serve on a jury or as a witness as far in advance as possible.

**15. Time Off for Victims of Domestic Violence, Sexual Assault and Stalking**

Employees who are victims of domestic violence, sexual assault or stalking will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advanced notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting domestic violence/sexual assault/stalking leave. Please notify Headmaster of your need to seek relief as far in advance as possible. If applicable, an employee may use accrued vacation leave for these purposes. The School will also provide reasonable accommodations for a victim of domestic violence, sexual assault, or stalking if requested for the safety of the victim while at work.

**16. Time Off for Victims of Crime**

An Employee who is a victim of certain crimes (violent felonies, felony thefts and serious felonies as defined by law) or is an immediate family member of a victim, is a registered domestic partner of a victim or the child of a registered domestic partner of a victim will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advanced notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting crime victim leave. Please notify Headmaster of your need for time off as far in advance as possible. As applicable, an employee may use accrued vacation leave or sick leave for crime victim leave purposes.

**17. 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 Headmaster 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 Headmaster before leaving the School's premises.

## **18. Time Off for Voting**

Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or the end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work. Please contact Headmaster to request and schedule time off to vote. The School will not require or request that an employee bring the employee's vote by mail ballot to work or vote the employee's vote by mail ballot at work.

## **19. 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 Headmaster [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.

## **20. Workers' Compensation Leave**

Employees that are temporarily totally disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the business needs of the School. Workers' compensation leave will run concurrently with any other applicable medical leave of absence.

## **VII. Employment Evaluation and Separation**

### **A. Employee Reviews and Evaluations**

Each employee will receive periodic performance reviews conducted by Headmaster. Performance evaluations will be conducted annually, or on or about the anniversary date of your employment with the School. 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 Headmaster, 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 Headmaster within the first five days of employment.

**B. 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.

**C. 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 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 Headmaster. The purposes 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.

**D. References**

All requests for references and employment verifications must be promptly directed to Headmaster. 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.

## **ACKNOWLEDGEMENT OF HANDBOOK AND AT WILL EMPLOYMENT**

I acknowledge that I have received the Orange County Classical Academy’s Employee Handbook. I have read the Handbook and understand the contents of the Handbook. I agree to abide by all of the School’s policies.

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

Employee’s Name: \_\_\_\_\_

Employee’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_





July 2020						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

July  
**3: Independence Day**

Instructional Days: 0

January 2021						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January  
**1-8: Winter Break**  
**11: PD Day - No School**  
**18: MLK Day**

Instructional Days: 13

August 2020						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August  
**3-11: PD Days- No School**  
**13: First Day of School**

Instructional Days: 13

February 2021						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

February  
**12: PD Day- No School**  
**15: Presidents Day**

Instructional Days: 18

September 2020						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

September  
**3: Back To School Night**  
**7: Labor Day**  
**21: PD Day- No School**

Instructional Days: 20

March 2021						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

March  
**12: PD Day- No School**  
**22-26: Parent Conf Min Days**  
**3/29-4/2 Spring Break**

Instructional Days: 19

October 2020						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October  
**16: PD Day- No School**  
**19-22: Parent Conf Min Days**

Instructional Days: 21

April 2021						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

April  
**5: PD Day - No School**  
**15: Open House**

Instructional Days: 19

November 2020						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

November  
**11: Veteran's Day**  
**23-27: Thanksgiving Break**  
**23: PD Day- No School**

Instructional Days: 15

May 2021						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May  
**31: Memorial Day**

Instructional Days: 20

December 2020						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

December  
**21 -31: Winter Break**

Instructional Days: 14

June 2021						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June  
**7-10: Last Week Min Days**  
**10: Last Day of School**  
**11: PD Day - No School**

Instructional Days: 8

Total Instructional Days: 180

**Minimum Days | Student Led Conferences**  
**First and Last Day of School | Back to School and Open House**

**Teacher work and Planning days**  
**Holidays and Breaks**

First Day of School: August 13, 2020  
 Last Day of School: June 10, 2021

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by the following parties:

- Employing Agency: **ORANGE COUNTY CLASSICAL ACADEMY**
- Program Sponsor: **FORTUNE SCHOOL OF EDUCATION**

Fortune School of Education is a non-profit District Intern Credential Program, accredited by the California Commission on Teacher Credentialing. District Intern Credential Programs are alternative certification programs in which an Employing Agency (School District, Non-Public School, or Charter School) partners with a Program Sponsor to provide coursework, mentoring, and supervision to a District Intern throughout his or her designated one or two year program.

It is the responsibility of the **ORANGE COUNTY CLASSICAL ACADEMY** (herein referred to as **EMPLOYER**) and **FORTUNE SCHOOL OF EDUCATION** (herein referred to as **PROGRAM**) to collaborate and implement Teacher Education Alternative Certification and Hiring (TEACH) to recruit, place, and train teachers for positions as “Teacher of Record” in the following areas: English, Mathematics, Social Science, Science, Physical Education, World Languages, Multiple Subject, and Education Specialist: Mild/Moderate.

Therefore, in consideration of the mutual assurances set forth below, the parties listed above hereby agree to the following:

### 1. **AGREEMENT**

The EMPLOYER and PROGRAM hereby agree to collaborate with each other to implement TEACH, and to recruit, place, and train teachers for positions as “Teacher of Record” in the following areas: English, Mathematics, Social Science, Science, Physical Education, World Languages, Multiple Subject, and Education Specialist: Mild/Moderate upon the terms and conditions hereinafter set forth.

### 2. **TERMS OF AGREEMENT**

The term of this agreement is **THREE (3) YEARS**.  
This agreement shall be in effect until one party informs the other in writing of their intent to terminate the agreement and all of the conditions set forth. There shall be at least sixty (60) days between the second party’s receipt of the termination notice and the date on which termination is effective.

### 3. **DISTRICT INTERN SUPPORT AND SUPERVISION**

Per requirements set forth by the California Commission on Teacher Credentialing (herein referred to as CCTC), the EMPLOYER and PROGRAM will provide a minimum of 144 hours of support/mentoring and supervision, plus an additional 45 hours of EL support, for each District Intern per school year. These hours include but are not limited to: coaching,

modeling, and demonstrating within classroom; assistance with course planning and problem-solving regarding students and curriculum; and development of effective teaching methodologies.

**A) District Intern Support Responsibilities of the EMPLOYER**

- i. Provide a qualified On-Site Mentor
  1. Nominated by their school administrator
  2. Valid corresponding Clear or Life credential
  3. Three years successful teaching experience
  4. English Learner Authorization (An individual who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.)
  5. Effective in classroom management and subject specific pedagogy
  6. Trained in PROGRAM-approved Mentor Training Program
- ii. Site Administrator: Ensures that a qualified Site Administrator is in place and possesses a current, appropriate administrative-level credential.
- iii. Focus: to assist each District Intern with developing teaching competencies with regard to design and delivery of curriculum and classroom management practices
- iv. English Learners: Support will include in-classroom coaching specific to the needs of English learners
- v. Activities include but are not limited to:
  1. Content specific coaching (i.e. math coaches, reading coaches, EL coaches etc.)
  2. Grade level or department meetings related to curriculum, planning, and /or instruction
  3. Analysis and reflection sessions of formative, summative, and standardized assessment data
  4. New Teacher Orientation
  5. Coaching (not evaluation) from an administrator
  6. Co-planning with special education or EL expert to address special needs and/or EL students
  7. Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
  8. Review/discuss test results with colleagues (CELDT and standardized tests)

**B) District Intern Support Responsibilities of the PROGRAM**

- i. Provide a qualified Field Supervisor
  1. Current or retired educator with experience in the field of education
- ii. Focus: to assist each District Intern with developing teaching competencies with regard to design and delivery of curriculum and classroom management practices
- iii. English Learners: Support will include in-classroom coaching specific to the needs of English learners
- iv. Activities include but are not limited to:
  1. Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) offered in person, or via the web-enabled video conference/webinar or other video conferencing media
  2. Peer/faculty support (example: discussion debriefing teaching day at start of each class)

- C) District Intern Support Responsibilities that are offered by both the EMPLOYER and PROGRAM:
- i. The EMPLOYER On-Site Mentor and the PROGRAM Field Supervisor assigned to a District Intern shall meet periodically with the District Intern to discuss the District Intern's classroom practices and professional development generally, and to ensure compliance with the California Standards for the Teaching Profession (CSTP) and the standards outlined in Senate Bill 2042, including but not limited to, Teaching Performance Expectations (TPE) in the District Intern's classroom. Furthermore, in the case of District Interns earning an Education Specialist: Mild/Moderate Credential, the California Commission on Teacher Credentialing requires that the On-Site Mentor and the Field Supervisor verify that the District Intern has satisfied each professional standard of the CSTPs.
  - ii. The EMPLOYER must ensure that the District Intern has opportunities for field experiences that allow him/her to observe and/or participate in the instruction of students other than his/her regular assignment. District Interns must have access to a student body with at least 10% comprised of each of the following: ELLs, students with disabilities, and students from low socio-economic background. These field experiences must be in the subject area of the District Intern's credential and coordinated in collaboration with the PROGRAM.
  - iii. Activities include but are not limited to:
    1. Classroom observations and coaching
    2. Demonstration lessons and/or co-teaching activities with mentor, coach, or program supervisor
    3. Intern observation of other teachers and classrooms
    4. In-person, email, phone (voice, text), and/or video conferencing support related to observation, problem-solving, data analysis (formative, summative, and standardized assessments), reflection on practice, planning, curriculum and/or instruction
    5. Activities/workshops specifically addressing issues in intern's classroom – co-attend by intern and support person(s)
    6. Watching and discussing teaching videos with support person(s)
    7. Interactive Journal (On-Site Mentor/Supervisor and Intern)
    8. Phone/Email Support Hotline
    9. Observe SDAIE/ELD lessons online or in person
    10. Weekly planning or review of plans with EL Authorized Credential Holder
    11. Editing work-related writing (letters to parents, announcements, etc.)
    12. Professional Literature/Research discussion groups facilitated by appropriately credentialed support person or program supervisor
  - iv. In support of the On-Site Mentor, the PROGRAM will provide all On-Site Mentors with 10 hours of orientation (required per CCTC), including professional development in cognitive coaching and other research-based approaches to mentorship of District Interns. The orientation and professional development opportunities will be offered in-person and online via the PROGRAM'S learning management system.
  - v. Both the EMPLOYER and PROGRAM will participate in the development of an Individual Development Plan (IDP) to serve as a pathway to Induction. In shard collaboration with the On-Site Mentor (via the EMPLOYER) and the Field Supervisor (via the PROGRAM), the District Intern will work to develop an Induction Portfolio throughout the duration of the District Intern Program. This

portfolio will be submitted at the conclusion of the District Intern Program and will be required for successful completion of the program prior to receiving a recommendation for the Preliminary Credential.

#### **4. EMPLOYER'S RESPONSIBILITIES TO DISTRICT INTERNS**

- A) EMPLOYER agrees that a District Intern shall be paid on the teacher salary schedule.
- B) District Interns shall be employees of the EMPLOYER.
- C) The EMPLOYER shall classify as a probationary employee of the EMPLOYER any person who is employed as a District Intern, Education Code section 44885.5.
- D) EMPLOYER shall credit District Interns with units for salary schedule movement as follows:
  - i) Each hour of instruction offered by the PROGRAM shall be considered the equivalent of one semester hour of university instruction.
  - ii) District Intern Cohorts prior to and including 2015: Fifteen (15) hours of instruction will equal one (1) semester unit of university credit.
  - iii) District Intern Cohorts after and including 2016: Ten (10) hours of instruction will equal one (1) semester unit of university credit.
- E) EMPLOYER should give District Interns assignments that provide the best opportunity for them to succeed with students. Classes such as combination classrooms, itinerant (multiple-site) teaching assignments, secondary teaching assignments with multiple preparations, whenever possible should NOT be given to District Interns. Site administrators should be cautious about assigning adjunct duties to District Interns.

#### **5. FISCAL RESPONSIBILITIES**

The EMPLOYER and PROGRAM agree to develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing the following activities:

- A) EMPLOYER: Provide same credential or subject area experienced teachers to work as On-Site Mentors, to provide support and assistance to the District Intern teacher for at least 2 hours per week. (SB 1209 requirement).
  - i) EMPLOYER to pay Mentor stipend via payroll. Funding for Mentor stipend will be provided to EMPLOYER by PROGRAM.
- B) EMPLOYER: Participate in Fortune School's Teacher Recruitment and Placement Activities.
- C) PROGRAM: Provide personnel to process applications to CCTC for District Interns' credentials.
- D) PROGRAM: Submit applications to the CCTC for the appropriate certificates and credentials for District Interns and those ready for the Preliminary Credential.

#### **6. METHOD OF PAYMENT FOR DISTRICT INTERN PROGRAM TUITION**

EMPLOYER shall allow PROGRAM District Interns to pay tuition fees through direct payroll deductions.

#### **7. VACANCIES ALLOCATED TO DISTRICT INTERNS**

EMPLOYER will provide PROGRAM with the number of vacancies that will be filled by District Interns at the beginning of the recruitment year. The recruitment year begins in September for placement during the subsequent academic year, following standard hiring period of May-June. EMPLOYER certifies that District Interns do not displace certificated employees and that after extensive search and recruitment methods, it is determined that personnel are unavailable for the position.

**8. NON RE-ELECTS**

If the EMPLOYER finds that a District Intern performs below standards acceptable to the EMPLOYER, after appropriate support and advice have been exhausted and is removed from the paid District Intern position by the EMPLOYER, the EMPLOYER is to provide immediate written notification to the PROGRAM.

**9. PROGRAM'S RESPONSIBILITIES TO DISTRICT INTERNS**

- A) PROGRAM will ensure that each candidate in the PROGRAM participates in a Pre-Service Program for the number of hours required by CCTC and legislation (SBI209) to acquire knowledge and skills that will enable the candidate to create and maintain effective environments for student learning (Standard 2 of the CSTP). This assurance will be met for those District Interns hired on or before the September 30<sup>th</sup> Enrollment Deadline.
- B) PROGRAM will assure that all District Interns, with the exception of Early Completion Option candidates, complete a Pre-Service Program that will include 45 hours of English learner instruction and will receive their English Learner Authorization.
- C) PROGRAM will assure that Early Completion Option District Interns are provided supervision including in-classroom coaching specific to the needs of English learners by a qualified faculty member.
- D) PROGRAM will provide a professional development program that meets all of the credentialing requirements of the CCTC and the CSTP.
- E) PROGRAM will provide guidance, assistance, and feedback to each candidate to assure that the candidate adheres to the high standards of the teaching profession.
- F) PROGRAM will determine candidate competence through written verification by the assigned Field Supervisor and through documentation from the On-Site Mentor support provider and the Site Administrator.
- G) PROGRAM will select qualified persons to teach all professional development courses and to supervise candidates participating in the District Intern Program.

**10. PROGRAM RECRUITMENT AND RESPONSIBILITY TO THE EMPLOYER**

- A) PROGRAM will actively recruit District Interns at employment fairs, university and college recruitment fairs, and community organization diversity fairs.
- B) PROGRAM will organize and host information sessions at its campus locations periodically throughout the year.
- C) PROGRAM will paper screen and interview each candidate to determine that each individual presented to the EMPLOYER has personal qualities, academic preparation, and pre-professional experiences that suggest a strong potential for professional success and effectiveness as a teacher.
- D) PROGRAM will organize and host a Recruitment Fair in the spring or summer of each year that allows EMPLOYER Human Resource personnel to interview and fill the slots allocated for District Interns.
- E) PROGRAM will assist the EMPLOYER with filling positions in English, Mathematics, Social Science, Science, Physical Education, World Languages, Multiple Subject, and Education Specialist: Mild/Moderate, including those sites that are hard to staff.
- F) PROGRAM will assure that all candidates recommended for the District Intern Credential have met the Pre-Service requirements of SB 1209 effective January 1, 2007. All PROGRAM District Interns will have English Learner experience through the Pre-Service Program prior to becoming a District Intern and the English Learner Authorization will be included on the District Intern Credential.

- G) PROGRAM will organize and conduct classes that meet the credentialing requirements of the CCTC and the CSTP.
- H) PROGRAM will provide Field Supervisors for District Interns participating in the PROGRAM. PROGRAM should be contacted when a District Intern's Field Supervisor is not performing his/her responsibilities.
- I) PROGRAM will collaborate with EMPLOYER personnel to assure that the appropriate documents are submitted to CCTC for the certificates and credentials required by the CCTC.

**II. INDEMNIFICATION**

“PROGRAM shall hold harmless and indemnify EMPLOYER, its officers, agents, and employees from and against any and all claims and losses, demands, or liability accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with PROGRAM performance of this agreement. PROGRAM also agrees to hold harmless, indemnify, and defend EMPLOYER and its officers, agents, and employees from any claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to PROGRAM in connection with its performance of this agreement.

EMPLOYER shall hold harmless and indemnify PROGRAM, its officers, agents, and employees from any and all claims and losses, demands, or liability accruing or resulting from injury, damaging, or death of any person, firm, or corporation in connection with EMPLOYER performance of this agreement. EMPLOYER also agrees to hold harmless, indemnify, and defend PROGRAM and its officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to EMPLOYER in connection with its performance of this agreement.

This agreement constitutes the entire understanding of the parties and any changes or modifications to this agreement shall only be effective if made in writing and signed by both parties.”

**ACCEPTED AND AGREED TO BY:**

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**AUTHORIZED SIGNER:**

Gary Davis, Executive Director

**EMPLOYER:**

Orange County Classical Academy

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Date

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**AUTHORIZED SIGNER:**

Margaret Fortune, President/CEO

**PROGRAM:**

Fortune School of Education

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Date

# Orange County Classical Academy

## SCHOLAR DISCIPLINE POLICY

Orange County Classical Academy (OCCA) is committed to optimizing learning for all scholars. OCCA scholars are expected to contribute to such an environment by following OCCA rules, and acting in a respectful manner toward faculty, staff, other scholars and school property.

The goals of discipline at OCCA are to:

1. Maintain a safe, well-ordered and effective learning environment for the benefit of all scholars and everyone else who works at or visits OCCA.
2. Discourage behavior by scholars that does not contribute to a positive learning environment, and encourage behavior that does.
3. Utilize the discipline process as an opportunity for scholars to develop character and learn lessons about themselves and others.

### **Teachers**

Teachers are encouraged to maintain a positive learning environment by developing classroom discipline procedures consistent with the OCCA's goals and policies.

OCCA administration will support teachers in the implementation of their classroom policies.

### **Administration**

Administration is to be guided by the principle that any meeting between a scholar and administrator is to provide a learning opportunity for the scholar in order to implement a positive change in behavior. Meetings between administration and scholars on matters of behavior shall include discussions of the Core Values and in most cases include notification to the Scholar's parent of the Scholar's visit to the office.

The primary goal of the choice of consequences by administration is to require scholars to take responsibility for inappropriate behavior. By modeling the Core Values and consistently treating scholars and their families with respect and professionalism, administrators are an extremely valuable and accessible part of a scholar's character development education at OCCA.

In some cases, parents will be asked to meet with administration regarding a scholar's behavior. The goals of a parent conference with administration are:



1. To exchange accurate information about the scholar.
2. To determine how the parent-academy partnership can best work together to cause the scholar to reform his/her behavior.

### **Executive Director**

The Executive Director or designee shall develop processes and strategies for addressing behavioral expectations that foster and support a positive culture reflective of the Core Values. In addition, the Executive Director or designee's processes and strategies shall be aligned with the Charter and reflect the goals outlined by the Governing Board.

The Executive Director or designee shall establish disciplinary measures to be used by administration and staff to enforce behavioral expectations. In the event that disciplinary measures involve suspension or expulsion, involuntary removal, disenrollment, dismissal or termination, the Executive Director or designee will ensure that the discipline policy is aligned with the Suspension and Expulsion Policy as outlined in the Charter (Element J) and the adopted Board Policy on Suspensions & Expulsions and state law. [ Note: we need the correct element from our charter, and I guess a Board policy on Suspensions and Expulsions]

The Executive Director or designee shall report on a regular basis to the OCCA Board regarding the frequency and categories of discipline required at OCCA including suspension and expulsion rates, [Note: I think this is outdated because I believe we are no longer able to suspend] and the effectiveness of utilized discipline strategies. Corporal punishment shall not be used as a disciplinary measure against any scholar. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a scholar. For purposes of the Policy, corporal punishment does not include an employee's physical intervention that is reasonable and necessary to protect the employee, scholars, staff or other persons or to prevent damage to OCCA property.

OCCA staff shall enforce disciplinary rules and procedures fairly and consistently among all scholars. The Discipline Policy and its Procedures will be printed and distributed as part of the Scholar Handbook and will clearly describe discipline expectations.

Adopted:

Amended:

# Orange County Classical Academy

## SCHOLAR SUSPENSION AND EXPULSION POLICY

This Scholar Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and wellbeing of all scholars at the Academy. In creating this policy, the Academy has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Academy is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which scholars are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a scholar from regular classroom instruction. This policy shall serve as the Academy's policy and procedures for scholar suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. The Academy's staff shall enforce disciplinary rules and procedures fairly and consistently among all scholars. This Policy and its Procedures will be printed and distributed as part of the Scholar Handbook and will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any scholar. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a scholar. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, scholars, staff or other persons or to prevent damage to Academy property.

No scholar shall be involuntarily removed from the Academy for any reason unless the parent or guardian of the scholar has been provided with written notice of intent to remove the scholar no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the scholar or the scholar's parent or guardian or, if the scholar is a foster child or youth or a homeless child or youth, the scholar's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the scholar. If the scholar's parent, guardian or educational rights holder requests a hearing, the scholar shall remain enrolled and shall not be removed until the Academy issues a final decision. For purposes of this paragraph, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

The Academy administration shall ensure that scholars and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary disenrollment policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Headmaster's office.

Suspended or expelled scholars shall be excluded from all Academy and Academy-related activities unless otherwise agreed during the period of suspension or expulsion.

A scholar identified as an individual with disabilities or for whom the Academy has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education scholars except when federal and state law mandates additional or different procedures. The Academy will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a scholar identified as an individual with disabilities or for whom the Academy has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such scholars.

#### A. Procedures

### **Grounds for Suspension and Expulsion of Scholars**

A scholar may be suspended or expelled for prohibited misconduct if the act is related to Academy activity or Academy attendance occurring at any time including but not limited to: a) while on Academy grounds; b) while going to or coming from the Academy; c) during the lunch period, whether on or off the Academy campus; d) during, going to, or coming from an Academy-sponsored activity.

### **Enumerated Offenses**

1. Discretionary Suspension Offenses. Scholars may be suspended for any of the following acts when it is determined the scholar:
  - a. Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b. Willfully used force or violence upon the person of another, except self-defense.
  - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented the same as controlled substance, alcoholic beverage or intoxicant.

- e. Committed or attempted to commit robbery or extortion.
- f. Caused or attempted to cause damage to Academy property or private property, which includes but is not limited to, electronic files and databases.
- g. Stole or attempted to steal Academy property or private property, which includes but is not limited to, electronic files and databases.
- h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a scholar.
- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k. Disrupted Academy activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other Academy officials, or other Academy personnel engaged in the performance of their duties. Except as provided in Education Code Section 48910, a pupil enrolled in grades K-3 inclusive shall not be suspended under this section.
- l. Knowingly received stolen Academy property or private property, which includes but is not limited to, electronic files and databases.
- m. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n. Harassed, threatened, or intimidated a scholar who is a complaining witness or witness in an Academy disciplinary proceeding for the purpose of preventing that scholar from being a witness and/or retaliating against that scholar for being a witness.
- o. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a scholar organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective scholar. For purposes of

this section, “hazing” does not include athletic events or Academy-sanctioned events.

- p. Made terroristic threats against Academy officials and/or Academy property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of Academy property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to scholars in any of grades 4 to 12, inclusive.
- r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to scholars in any of grades 4 to 12, inclusive.
- s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a scholar or group of scholars to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading rights of either school personnel or volunteers and/or scholar(s) rights by creating an intimidating or hostile educational environment. This section shall apply to scholars in any of grades 4 to 12, inclusive.
- t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - i. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a scholar or group of scholars which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more scholars that has or can be reasonably predicted to have the

effect of one or more of the following:

1. Placing a reasonable scholar (defined as a scholar, including, but is not limited to, a scholar with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or scholars in fear of harm to that scholar's or those scholars' person or property.
  2. Causing a reasonable scholar to experience a substantially detrimental effect on his or her physical or mental health.
  3. Causing a reasonable scholar to experience substantial interference with his or her academic performance.
  4. Causing a reasonable scholar to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Academy.
- ii. "Electronic Act" means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless cell phone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
1. A message, text, sound, video, or image.
  2. A post on a social network Internet Web site including, but not limited to:
    - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - b. Creating a credible impersonation of another actual scholar for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonates a scholar for the purpose of bullying the scholar and such that another scholar would reasonably believe, or has reasonably believed, that the scholar was or is the scholar who was impersonated.
    - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above.

“False profile” means a profile of a fictitious scholar or a profile using the likeness or attributes of an actual scholar other than the scholar who created the false profile.

3. An act of cyber sexual bullying.
  - a. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - b. For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

- iii. Notwithstanding subparagraphs i and ii above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- u. A scholar who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a scholar who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
  - v. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the scholar had obtained written permission to possess the item from a certificated Academy employee, with the Headmaster or designee’s concurrence.
  - w. A scholar who exercises academic dishonesty in the form of cheating or plagiarism, who has been previously reprimanded, may be suspended or expelled.

2. Non-Discretionary Suspension Offenses: Scholars must be suspended and recommended for expulsion for any of the following acts when it is determined the scholar:

- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other

dangerous object unless, in the case of possession of any object of this type, the scholars had obtained written permission to possess the item from a certificated Academy employee, with the Headmaster or designee's concurrence.

- b. Brandishing a knife at another person.
  - c. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
  - d. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n)
3. Discretionary Expellable Offenses: Scholars may be recommended for expulsion for any of the following acts when it is determined the scholar:
- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b. Willfully used force or violence upon the person of another, except self-defense.
  - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e. Committed or attempted to commit robbery or extortion.
  - f. Caused or attempted to cause damage to Academy property, which includes but is not limited to, electronic files and databases or private property.
  - g. Stole or attempted to steal Academy property, which includes but is not limited to, electronic files and databases or private property.
  - h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a scholar.
  - i. Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.



- k. Knowingly received stolen Academy property, which includes but is not limited to, electronic files and databases or private property.
- l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m. Harassed, threatened, or intimidated a scholar who is a complaining witness or witness in an Academy disciplinary proceeding for the purpose of preventing that scholar from being a witness and/or retaliating against that scholar for being a witness.
- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a scholar organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective scholar. For purposes of this section, “hazing” does not include athletic events or Academy-sanctioned events.
- p. Made terroristic threats against Academy officials and/or Academy property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of Academy property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to scholars in any of grades 4 to 12, inclusive.

- r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to scholars in any of grades 4 to 12, inclusive.
- s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a scholar or group of scholars to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or scholar(s) by creating an intimidating or hostile educational environment. This section shall apply to scholars in any of grades 4 to 12, inclusive.
- t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - i. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a scholar or group of scholars which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more scholars that has or can be reasonably predicted to have the effect of one or more of the following:
    - 1. Placing a reasonable scholar (defined as a scholar, including, but is not limited to, a scholar with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or scholars in fear of harm to that scholar’s or those scholars’ person or property.
    - 2. Causing a reasonable scholar to experience a substantially detrimental effect on his or her physical or mental health.
    - 3. Causing a reasonable scholar to experience substantial interference with his or her academic performance.
    - 4. Causing a reasonable scholar to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Academy.
  - ii. “Electronic Act” means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    - 1. A message, text, sound, video, or image.
    - 2. A post on a social network Internet Web site including, but not limited to:

- a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
  - b. Creating a credible impersonation of another actual scholar for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a scholar for the purpose of bullying the scholar and such that another scholar would reasonably believe, or has reasonably believed, that the scholar was or is the scholar who was impersonated.
  - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious scholar or a profile using the likeness or attributes of an actual scholar other than the scholar who created the false profile.
3. An act of cyber sexual bullying.
- a. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - b. For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- iii. Notwithstanding subparagraphs i and ii above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- u. A scholar who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a scholar who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision

(3)(a)-(b).

- v. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the scholar had obtained written permission to possess the item from a certificated Academy employee, with the Headmaster or designee's concurrence.
4. Non-Discretionary Expellable Offenses: Scholars must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the scholar:
- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the scholars had obtained written permission to possess the item from a certificated Academy employee, with the Headmaster or designee's concurrence.
  - b. Brandishing a knife at another person.
  - c. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
  - d. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n)

If it is determined by the Administrative Panel and/or Board of Directors that a scholar has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the scholar shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

### **Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

#### Conference

Suspension shall be preceded, if possible, by a conference conducted by the Headmaster or the Headmaster's designee with the scholar and his or her parent and, whenever

practical, the teacher, supervisor or Orange County Classical Academy employee who referred the scholar to the Headmaster or designee.

The conference may be omitted if the Headmaster or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of scholars or Academy personnel. If a scholar is suspended without this conference, both the parent/guardian and scholar shall be notified of the scholar’s right to return to the Academy for the purpose of a conference.

At the conference, the scholar shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two (2) school days, unless the scholar waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a scholar for failure of the scholar’s parent or guardian to attend a conference with Academy officials. Reinstatement of the suspended scholar shall not be contingent upon attendance by the scholar’s parent or guardian at the conference.

#### Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a scholar is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the scholar. In addition, the notice may also state the date and time when the scholar may return to the Academy. If Academy officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

#### Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Headmaster or Headmaster’s designee, the scholar and the scholar’s parent/guardian or representative will be invited to a conference to determine if the suspension for the scholar should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil’s parents, unless the pupil and the pupil’s parents fail to attend the conference.

This determination will be made by the Headmaster or designee upon either of the following: 1) the scholar’s presence will be disruptive to the education process; or 2) the scholar poses a threat or danger to others. Upon either determination, the scholar’s suspension will be extended pending the results of an expulsion hearing.

### **Authority to Expel**

As required by Education Code Section 47605(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A scholar may be expelled either by the neutral and impartial Academy's Board following a hearing before it or by the Academy's Board upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the scholar nor a Board member of the Academy's Board. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any scholar found to have committed an expellable offense, and the Board of Directors shall make the final determination.

### **Expulsion Procedures**

Scholars recommended for expulsion are entitled to a hearing to determine whether the scholar should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Headmaster or designee determines that the Scholar has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the Scholar makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the scholar and the scholar's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the scholar. The notice shall include:

5. The date and place of the expulsion hearing;
6. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
7. A copy of the Academy's disciplinary rules which relate to the alleged violation;
8. Notification of the scholar's or parent/guardian's obligation to provide information about the scholar's status at the Charter School to any other school district or school to which the scholar seeks enrollment;
9. The opportunity for the scholar and/or the scholar's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
10. The right to inspect and obtain copies of all documents to be used at the hearing;
11. The opportunity to confront and question all witnesses who testify at the hearing;
12. The opportunity to question all evidence presented and to present oral and documentary evidence on the scholar's behalf including witnesses.

### **Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

The Academy may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Academy or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the scholar.

13. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
14. The Academy must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
15. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
16. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
17. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
18. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
19. If one or both of the support persons is also a witness, the Academy must present evidence that the witness' presence is both desired by the witness and will be helpful to the Academy. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
20. The testimony of the support person shall be presented before the testimony of the

complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

21. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the scholar being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
22. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

### **Record of Hearing**

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

### **Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the scholar committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled scholar, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a



written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the scholar shall immediately be returned to his/her educational program.

### **Written Notice to Expel**

The Headmaster or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the scholar or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the scholar; and (b) Notice of the scholar's or parent/guardian's obligation to inform any new district in which the scholar seeks to enroll of the scholar's status with the Academy.

The Headmaster or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The scholar's name; and (b) The specific expellable offense committed by the scholar.

### **Disciplinary Records**

Orange County Classical Academy shall maintain records of all scholar suspensions and expulsions at Orange County Classical Academy. Such records shall be made available to the authorizer upon request.

### **No Right to Appeal**

The scholar shall have no right of appeal from expulsion from Orange County Classical Academy as the Orange County Classical Academy Board's decision to expel shall be final.

### **Expelled Scholars/Alternative Education**

Parents/guardians of scholars who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. Orange County Classical Academy shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

### **Rehabilitation Plans**

Scholars who are expelled from the Academy shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the scholar may reapply to the Academy for readmission.

## **Readmission**

The decision to readmit a scholar or to admit a previously expelled scholar from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Academy's Leadership and the scholar and parent/guardian or representative to determine whether the scholar has successfully completed the rehabilitation plan and to determine whether the scholar poses a threat to others or will be disruptive to the school environment. The Headmaster or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The scholar's readmission is also contingent upon Orange County Classical Academy's capacity at the time the scholar seeks readmission.

## **Notice to Teachers**

The Academy shall notify teachers of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

## **Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Scholars with Disabilities**

### Notification of SELPA

The Academy shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any scholar with a disability or scholar who the Academy or SELPA would be deemed to have knowledge that the scholar had a disability.

### Services During Suspension

Scholars suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the scholar to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the scholar's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

### Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a scholar with a disability because of a violation of a code of scholar conduct, the Academy, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the scholar's file, including the scholar's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and

substantial relationship to, the scholar's disability; or

- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Academy, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the scholar, the conduct shall be determined to be a manifestation of the scholar's disability.

If the Academy, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the scholar's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such scholar, provided that the Academy had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the scholar already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the scholar to the placement from which the scholar was removed, unless the parent and the Academy agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Academy, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the scholar's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Academy may apply the relevant disciplinary procedures to scholar with disabilities in the same manner and for the same duration as the procedures would be applied to scholars without disabilities.

#### Due Process Appeals

The parent of a scholar with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Academy believes that maintaining the current placement of the scholar is substantially likely to result in injury to the scholar or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the scholar or the manifestation determination has been requested by either the parent or the Academy, the scholar shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Academy agree

otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

#### Special Circumstances

Academy personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a scholar with a disability who violates a code of scholar conduct.

The Headmaster or designee may remove a scholar to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the scholar's disability in cases where a scholar:

- c. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at the Academy, on the Academy premises, or to or at an Academy function;
- d. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at the Academy, on Academy premises, or at an Academy function; or
- e. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at the Academy, on Academy premises, or at an Academy function.

#### Interim Alternative Educational Setting

The scholar's interim alternative educational setting shall be determined by the scholar's IEP/504 Team.

#### Procedures for Scholars Not Yet Eligible for Special Education Services

A scholar who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Academy's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Academy had knowledge that the scholar was disabled before the behavior occurred.

The Academy shall be deemed to have knowledge that the scholar had a disability if one of the following conditions exists:

- f. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Academy supervisory or administrative personnel, or to one of the scholar's teachers, that the scholar is in need of special education or related services.
- g. The parent has requested an evaluation of the scholar.
- h. The scholar's teacher, or other Academy personnel, has expressed specific concerns about a pattern of behavior demonstrated by the scholar, directly to the Director of Special Education or to other Academy supervisory personnel.

If the Academy knew or should have known the scholar had a disability under any of the three (3) circumstances described above, the scholar may assert any of the protections available to IDEA-eligible scholars with disabilities, including the right to stay-put.

If the Academy had no basis for knowledge of the scholar's disability, it shall proceed with the proposed discipline. The Academy shall conduct an expedited evaluation if requested by the parents; however, the scholar shall remain in the education placement determined by the Academy pending the results of the evaluation.

The Academy shall not be deemed to have knowledge that the scholar had a disability if the parent has not allowed an evaluation, refused services, or if the scholar has been evaluated and determined to not be eligible.

Adopted:

Amended: