

**JLPAA**  
**REGULAR BOARD MEETING MINUETS**  
**August 14, 2019**  
**6:30 p.m.**  
**19740 Grand Avenue Lake Elsinore, California 92530**

**CALL TO ORDER 06:39 p.m.**

**ROLL CALL Board Members Present: Rodriguez, Frazier, and Schramm**

**AGENDA ITEMS TO BE REMOVED - EXECUTIVE DIRECTOR ANNOUNCEMENT**

**Sometimes it is necessary to remove items from the agenda. We apologize for any inconvenience this may cause you.**

**PUBLIC BUSINESS FROM THE FLOOR - AGENDIZED ITEMS**

**No public comments**

**DISCUSSION ITEMS**

**D 1. Oral discussion of Executive Director Monthly Report; Introduction of Mrs. Rachel A. Thomas as our new principal (25 years' experience in Charter capacity), enrollment for new school year estimated at 250 vs last year of 148.**

**D 2. Oral discussion of IT Manager and Facilities Manager Monthly Report; PD Training SIS system/HR training/Mandate Reporting, safety, inventory book, build classroom, food program/technology.**

**D 3. Oral discussion of Financial Monthly Report (Charter Impact; Theresa Thompson); Financials were covered by Charter Impact.**

**ACTION ITEMS**

**A 1. *Approval of JLPAA Board Minutes for the following meeting date 06/11/2019, Motion made by Frazier to approve the minutes 06/11/2019 Board Meeting, second by Davis. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.***

**A 2. Approval of 2019-2020 Federal LCAP Addendum. Motion made by Davis to approve the LCAP Addendum, second by Schramm. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 3. Approval of Compensation package for staff including Executive Director, Principal, Office Manager, Teachers, IT/Facilities/Campus Manager and staff. Motion made by Davis to approve compensation package for Executive Director and all staff and second by Schramm. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 4. Approval of Employee 2019/2020 Handbook. Motion made by Davis to approve the Employee 2019/2020 Handbook and second by Frazier. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 5. Ratification: Approval of Elsinore First Assembly Lease / Contract. Motion made by Davis to approve the Elsinore First Assembly Lease / Contract and second by Schramm. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 6. Ratification: Approval for Executive Director's professional development while attending conference's in 2018 – 2019 school year at the CCSA conference, CDSC conference and the CDSC intensive training workshops. Motion made by Schramm to attend professional development and intensive training workshops and second by Frazier. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 7. Approval of 2019/2020 Uniform Complaint Policy and Procedures/ Annual Notice. Motion made by Davis to approve the 2019/2020 Uniform Complaint Policy and Procedures/ Annual Notice and second by Schramm. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 8. Approval of Fiscal Policy and Procedure. Motion made by Schramm to approve the Fiscal Policy and Procedures and second by Davis. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 9. Approval of 2019/2020 Student/Parent Handbook. Motion made by Schramm to approve the 2019/2020 Student/ Parent Handbook and second by Schramm. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 10. Approval of Professional Development for Executive Director; conferences for CCSA, NABSE and CSDC for 2019/2020. Motion made by Davis to approve the Professional Development for Executive Director and second by Frazier. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 11. Approval for Executive Director to use bank card to pay for monthly operating expenses for school purchases no more than \$6,000 per transaction. Motion made by Schramm to approve the Executive Director to use bank card to pay for school purchases and second by Frazier. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**NO BOARD COMMENTS.**

**ADJOURNMENT: 7:36 PM**

**Minutes respectfully submitted:**

**August 19, 2019.**

**Jamie Schramm**

# Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum Template

**LEA name:**

Julia Lee Performing Arts Academy

**CDS code:**

33 10330 0137851

**Link to the LCAP:**

(optional)

<https://www.jlpaa.org/>

**For which ESSA programs  
will your LEA apply?**

Choose from:

**TITLE I, PART A**

Improving Basic Programs Operated by  
State and Local Educational Agencies

**TITLE I, PART D**

Prevention and Intervention Programs for  
Children and Youth Who Are Neglected,  
Delinquent, or At-Risk

**TITLE II, PART A**

Supporting Effective Instruction

**TITLE III, PART A**

Language Instruction for English Learners  
and Immigrant Students

**TITLE IV, PART A**

Student Support and Academic  
Enrichment Grants

*(NOTE: This list only includes ESSA  
programs with LEA plan requirements;  
not all ESSA programs.)*

Title I, Part A  
Title II, Part A  
Title IV, Part A

*In the following pages, ONLY complete the sections for the corresponding programs.*

# Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

**The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding.** LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

**The LEA must address the Strategy and Alignment prompts provided on the following page.**

**Each provision for each program must be addressed,** unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources;

however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

## Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

Julia Lee Performing Arts Academy (JLPAA) was created to serve at-risk students and families in the Riverside County. Our demographics reflect the community we serve with a very high percentage of students who qualify for Free or Reduced-Price Meals, in 2019 over 65%. JLPAA uses federal funds to go above and beyond core actions and services funded by the state to address challenges disproportionately affecting at-risk students to close the achievement gap. Through our LCAP process, we are in a continuous cycle of improvement – identifying measurable outcomes, assessing our needs by analyzing our data, evaluating the implementation of actions/services and their effectiveness towards accomplishing our goals. We make sure to disaggregate our data to address any performance between our various student groups. And then we allocate our state, federal, and local funds based on our identified needs each year and adjust accordingly in consultation with our stakeholders (teacher, admin, students, teacher, union, and our board of directors).

Julia Lee Performing Arts Academy created goals aligned with our vision and mission, and charter petition. The LCAP process gives us the opportunity to develop a strategic road map by creating actions and services based on the students that our school serves and allocate funds appropriately to achieve our goals.

After the creation of our goals, JLPAA took the following steps in consultation with our stakeholders:

- Come to a consensus around our goals
- Examine each school's student demographics
- Analyze each school's student achievement data
- Identify Measurable Outcomes/metrics
- Highlight JLPAA/needs based on the baseline measurable outcomes
- Create actions/services to accomplish our goals based on our current students with specific emphasis on closing any achievement JLPAA between significant student groups.



- Prioritize actions/services each year.
- Allocate funds appropriately including LCFF, Federal, State and Local revenues.

LCFF base funds are allocated for our base or core program while our LCFF supplemental/concentration funds are allocated for actions and services that go above and beyond our base program for our unduplicated students.

### **Julia Lee Performing Arts Academy Goals**

Goal 1: Pupil Achievement & Pupil Outcomes: State Priorities: 1 (Basic), 2 (Implementation of State Standards); 4 (Pupil Achievement) & 8 (Pupil Outcomes)

Goal 2: Conditions of Learning for all JLPAA students: State Priorities: 1 (Basic); 5 (Pupil Engagement); 6 (School Climate) & 7 (Course Access)

Goal 3: Engagement: Family and Student Involvement: State Priorities: 1 (Basic); 3 (Parental Involvement); 5 (Pupil Engagement); & 6 (School Climate)

### **Title I**

Julia Lee Performing Arts Academy allocates Title I for instructional aides in the classroom. The instructional aides at the discretion of the qualified teacher can provide the following supports to students but not limited to:

- Providing one-on-one or small-group tutoring for students
- Assisting with classroom management
- Providing instructional assistance in a computer lab
- Conducting parental involvement activities
- Providing instructional support in the library or media center
- Acting as a translator
- Providing instructional support to a student under the direct supervision of a teacher

### **Title II**

Title II funds supplement state funds used for professional development for teachers, principals, and other school leaders. Professional development is currently focused on closing the achievement gap and improving the performance of underperforming student groups: improving our Multi-Tiered Systems of Support; Appropriate trainings for our administrators; and induction programs.

### **Title IV**

We plan to allocate Title IV funds the same way we allocate Title I funds for instructional aides in the classrooms and provide direct support to our students and work towards achieving our primary goal: closing the achievement gap.

## **Alignment**

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

As outlined in the prompt above, JLPAA takes a backward planning approach in the development of our LCAP. In collaboration and consultation with our stakeholder, our last step before we prioritize our needs in the LCAP process is the allocation of funds. This approach ensures we are strategic and provide comprehensive actions/services instead of poorly funded stand-alone programs or activities. We begin with the allocation of restricted funds due to the compliance around spending them. If the service/actions are only partially funded, we use supplemental and concentration dollars to fund the remaining amount.

For example, one of our services/actions is to send staff to the National Association for the Education of Homeless Children and Youth's annual conference. The knowledge and resources we gain from this conference will assist JLPAA towards accomplishing the goal of "Create a supportive and safe environment for students and their families, staff, and community partners" The Title II funds allocated for this Professional Development opportunity does not cover the whole cost so JLPAA will allocate LCFF supplemental and concentration funds to cover the remaining costs.



# ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

## TITLE I, PART A

### Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 <i>(as applicable)</i>

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

### Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 <i>(as applicable)</i>

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

### Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 <i>(as applicable)</i>

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

## TITLE II, PART A

### Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 ( <i>as applicable</i> )

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

## TITLE III, PART A

### Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 ( <i>as applicable</i> )

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

## ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

## TITLE I, PART A

### Poverty Criteria

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

# ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

## TITLE I, PART A

### Educator Equity

ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A – This is a charter school.

### Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

#### THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A for ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe the strategy the LEA will use to implement effective parent and family engagement under section 1116.

1. Parent and family engagement was formed by the School Advisory Committee that consist of parents and staff of Julia Lee Charter, which is consistent with the charter.
2. The parents and staff has committed to having parent workshops that help parents understand the state academic standards, assessments and how to help families monitor the progress of students.

All students will participate in three school wide assessments and teachers will partner with all parents to help them read the information and provide additional resources as needed to help meet and exceed state academic standards. The workshops will consist of literacy training given by our Principal and teachers. The school will provide training on how parents can utilize technology and have the parents have access to our onsite computers if they need to use and don't have them at home.

3. Teachers, staff and parents will participate in training and receive training on how to communicate effectively in order to build a great effective community between the school and parents/families.

4. Parents will be invited and encouraged to participate in family nights that integrate our curriculum, especially around science. There is a family science night that will be hosted by Abbott with scientist and engineers.

5. Our ELD teacher will host workshops to help English learner parents understand the curriculum and encourage them to get involved in the many activities that parents can be involved in. All parents will be encouraged to come to the workshop that covers our LCAP so that parents have a better understanding and to add input, as we move forward.

### **Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children**

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A for targeted assistance school program under Section 1115

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Julia Lee Performing Arts Academy is a Schoolwide program serving at-risk students and families in the Riverside County and will allocate Title I funds for instructional aides.

Instructional Aides or paraprofessionals who provide instructional support, includes those who



- (1) provide one-on-one tutoring if such tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher,
- (2) assist with classroom management, such as by organizing instructional materials,
- (3) provide instructional assistance in a computer laboratory,
- (4) conduct parental involvement activities,
- (5) provide instructional support in a library or media center,
- (6) act as a translator, or
- (7) provide instructional support services under the direct supervision of a highly qualified teacher

## **Homeless Children and Youth Services**

### **ESSA SECTION 1112(b)(6)**

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

In accordance with the federal McKinney-Vento Act, Julia Lee Performing Arts Academy will use the following guidance from the CDE. Strategies will be decided on a case-by-case basis:

#### **Identification Strategies**

- Coordinate with community services agencies, such as shelters, soup kitchens, food banks, street outreach teams, drop-in centers, welfare and housing agencies, public health departments, and faith-based organizations.
- Purchase chrome books and or laptops to ensure students can complete required school assignments.
- Provide health screenings
- Professional Development speaker to educate the staff on homeless children and youth service
- Provide outreach materials and posters where there is a frequent influx of low-income families and youth in high-risk situations, including motels and campgrounds.
- Develop relationships with truancy officials and/or other attendance offices.
- Provide awareness activities for school staff (registrars, secretaries, school counselors,

school social workers, school nurses, teachers, bus drivers, administrators, etc.)

- Make special efforts to identify preschool children, including asking about the siblings of school- age children.
- Use enrollment and withdrawal forms to inquire about living situations.
- Have students draw or write about where they live.
- Avoid using the word "homeless" in initial contacts with school personnel, families, or youth.
- Develop and implement districtwide identification form and put it in each registration packet.
- Identify a site liaison at each school to identify and assist homeless students.
- Sort students by address in database to identify double-up situations.
- Conduct family nights to offer health checks, services, and resources.
- Conduct home visits to determine doubled-up situations and verification.
- Collaborate with other LEAs in the area.
- Collaborate with migrant education programs to assist with identification.
- Work with school counselors and outreach workers to work with families and youth.

### **Student Transitions**

ESSA SECTIONS 1112(b)(8) and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and
- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Additional Information Regarding Use of Funds Under this Part**

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and

- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **TITLE I, PART D**

### **Description of Program**

ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Formal Agreements**

ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the

(A) LEA; and

(B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Comparable Education Program**

ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A



## **Successful Transitions**

### **ESSA SECTION 1423(4)**

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **Educational Needs**

### **ESSA SECTION 1423(5)**

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **Social, Health, and Other Services**

### **ESSA SECTION 1423(6)**

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **Postsecondary and Workforce Partnerships**

### **ESSA SECTION 1423(7)**

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**



N/A

### **Parent and Family Involvement**

ESSA SECTION 1423(8)

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Program Coordination**

ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Probation Officer Coordination**

ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Individualized Education Program Awareness**

ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Alternative Placements**

ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **TITLE II, PART A**

### **Professional Growth and Improvement**

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Prioritizing Funding**

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

In alignment with our LCAP process, Julia Lee Performing Arts Academy will regularly assess our actions and services with our stakeholders to determine how funding should be prioritized. This includes analyzing our Measurable Outcomes and evaluating what is or is not working.

### **Data and Ongoing Consultation to Support Continuous Improvement**

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **TITLE III, PART A**

### **Title III Professional Development**

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Enhanced Instructional Opportunities**

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

N/A

### **Title III Programs and Activities**

ESSA SECTION 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **English Proficiency and Academic Achievement**

ESSA SECTION 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **TITLE IV, PART A**

### **Title IV, Part A Activities and Programs**

ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

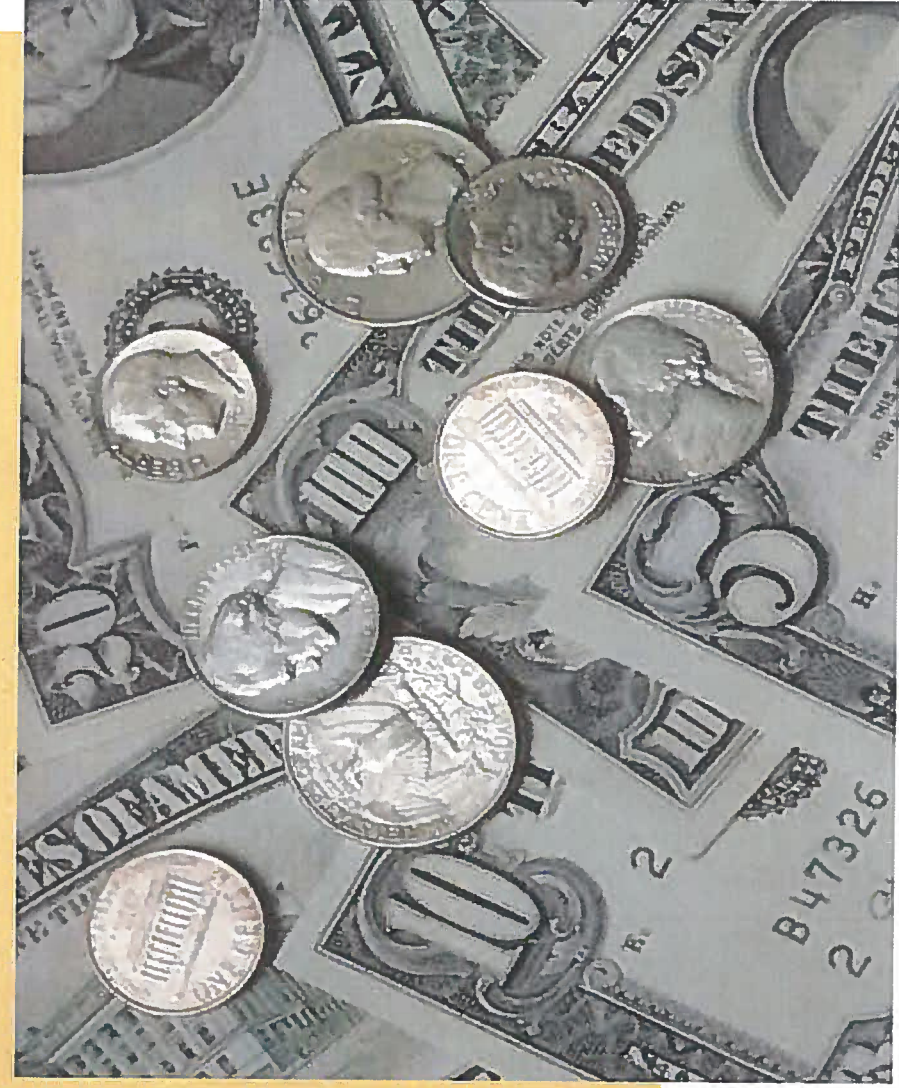
**THIS ESSA PROVISION IS ADDRESSED BELOW:**

We plan to allocate Title IV funds the same way we allocate Title I funds for instructional aides in the classrooms and provide direct support to our students and work towards achieving our primary goal: closing the achievement gap.



SCHOOL YEAR 2019-2020

JLPAA



# PAYSCALE





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# TEACHER'S PAYSCALE

SCHOOL YEAR 2019-2020

## JLPAA TEACHER PAY SCALE

	Credentialed Long Term Intern	BA	BA + 30	BA+45/Master	BA+60/MA + 45	BA+75/MA+30
PAY SCALE STEP 1 1-3 YEARS	\$43,965.00	\$48,826.00 Negotiable	\$52,643.00 Negotiable	\$55,836.00 Negotiable	\$58,993.00 Negotiable	\$61,538.00 NEGOTIABLE
PAY SCALE STEP 2 4-6 YEARS	\$46,206.00	\$49,436.00	\$55,130.00	\$58,167.00	\$61,322.00	\$63,993.00
PAY SCALE STEP 3 7-9 YEARS	\$48,449.00	\$51,887.00	\$57,614.00	\$60,562.00	\$63,661.00	\$66,452.00
PAY SCALE STEP 4 10-12 YEARS		\$54,375.00	\$60,102.00	\$62,898.00	\$65,990.00	\$68,845.00
PAY SCALE STEP 5 13-16 YEARS		\$56,857.00	\$62,584.00	\$65,258.00	\$68,323.00	\$71,301.00
PAY SCALE STEP 6 17-19 YEARS		\$59,312.00	\$65,096.00	\$67,591.00	\$70,658.00	\$73,813.00
PAY SCALE STEP 7 20-22 YEARS		\$61,794.00	\$67,581.00	\$69,926.00	\$72,990.00	\$76,147.00
PAY SCALE STEP 8 23-25 YEARS		\$64,217.00	\$70,095.00	\$72,256.00	\$75,357.00	\$78,536.00
PAY SCALE STEP 9 26-28 YEARS			\$72,580.00	\$74,640.00	\$77,882.00	\$80,872.00

29-31 YEARS	\$77,402.00	\$80,663.00	\$84,063.00
PAY SCALE STEP 11			
32-34-28 YEARS		\$83,560.00	\$87,078.00
PAY SCALE STEP 12			
35-37 YEARS			\$90,042.00
PAY SCALE STEP 13			
38-40 YEARS			\$92,872.00
PAY SCALE STEP 14			
41-43 YEARS			\$94,969.00
PAY SCALE STEP 15			
44-46 YEARS			\$99,829.00
PAY SCALE STEP 15			
44-46 YEARS			\$102,745.00
PAY SCALE STEP 15			
44-46 YEARS			\$106,164.00
SUB PAY LEVEL			
SUB PAY / PARA, DAILY PAY			\$130
LONG TERM SUB PAY CLEAR			\$140
CREDENTIAL / PROVISIONAL			
PERMIT			

## Dental Insurance

P.S. Don't forget that most dental insurance plans are "use it or lose it!" Schedule your appointment before your benefits for this year expire.



# ADMINISTRATIVE SALARY SCHEDULE

Use this section to give a brief summary of your financials, highlighting important points. Some of the sample text in this document indicates the name of the style applied, so that you can easily apply the same formatting again.

STEP 1-3 YEARS	ADM-0L	ADM-02	ADM-03	ADM-06	E-01
	Para/IT Assistant Part Time starts at \$14.00	Paraprofessional /Aide (Pt) starting at \$14.00 Hourly Full Time starts at \$14.00 cap at \$18.00	Office Clerk (Pt) starting at \$14.00 Hourly	Office Manager	Information Technician Manager (IT) / Facilities Manager/ Campus Attendant
DUTY DAYS	181	181 PT 216 FT	216	216	216
1				\$60,000	\$85,000
2					\$75,400
3					\$75,800
4					\$76,200
5					\$76,600
6					\$77,000
7					\$77,400
8					\$77,800
9					\$78,200
10					\$78,600
11					\$79,000
12					\$79,400
13					\$79,800
14					\$80,200
15					\$80,600
16					

# EXECUTIVE PAY SCHEDULE

Board Approved 2019/2020 Budget on June 11, 2019

	E-02	E-03	E-04
STEP	Principal	Executive Director 30 Hours or More	
DUTY DAYS	216	216	
1	\$100,000	\$110,000	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

**Benefits**

- Medical
- Dental
- Sick
- Vacation (full time classified)





# Employee Handbook 2019-2020

**19740 Grand Avenue, Lake Elsinore, CA 92530**

The Julia Lee Performing Arts Academy will be a high quality educational program for students in grades TK-8 that develops the whole person through a curriculum that integrates both performing arts and college preparatory academics. The Julia Lee Performing Arts Academy strives to develop the students academically, artistically, and socially so that they leave the school as independent, cooperative, responsible, and creative young adults with a lifelong interest and ability in learning and the arts. As we encourage and provide our students with the foundation of these skills and qualities, we will prepare our students to pursue further educational goals and allow them to contribute to the life and wellbeing of society as a whole.



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## INTRODUCTION TO HANDBOOK

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

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

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

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

Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to the Principal. This will provide the School with a record that each employee has received this Handbook.

# **CONDITIONS OF EMPLOYMENT**

## **Equal Employment Opportunity Is Our Policy**

JLPAA is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. 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.

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

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

## **Employment At-Will**

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

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

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create an express or implied contract of employment for a definite



period, nor an express or implied contract concerning any terms or conditions of employment.

### **Child Abuse and Neglect Reporting**

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

By acknowledging receipt of this Handbook, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **Staff/Student Interaction Policy**

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

### **Corporal Punishment**

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

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

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

#### **A. Examples of PERMITTED actions (NOT corporal punishment)**

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

#### **B. Examples of PROHIBITED actions (corporal punishment)**

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

#### Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

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

#### Duty to Report Suspected Misconduct

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or report the matter to school administrators. If the observed behavior appears significant, it is the duty of every staff member to immediately report it to an administrator. All reports shall be confidential. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

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

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.

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

#### Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

**(These behaviors should only be exercised when a staff member has parent and supervisor permission.)**

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

#### Cautionary Staff/Student Behaviors

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

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

#### Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing your Principal about situations that have the potential to become more severe.

- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

### **Policy Prohibiting Unlawful Harassment**

JLPAA is committed to providing a work and educational atmosphere that is free of unlawful harassment. JLPAA's policy prohibits sexual harassment and harassment based upon race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. JLPAA will not condone or tolerate harassment of any type by any employee, independent contractor or other person with which the School does business. This policy applies to all employee actions and relationships, regardless of position or gender. JLPAA will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

#### **Prohibited Unlawful Harassment**

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

#### **Prohibited Unlawful Sexual Harassment**

In accordance with existing policy, discrimination on the basis of gender in education institutions is prohibited. All persons, regardless of the gender, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the School.

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

Sexual harassment consist of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (1) submission of the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working



environment.

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

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Employees and students are expected to act in a positive and professional manner and to contribute to a productive School environment that is free from harassing or disruptive activity. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Principal. See Appendix A for the "Harassment Complaint Form." See Appendix B for the general "Complaint Form."

Sexual harassment may include, but is not limited to:

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

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

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation, filing of a complaint or reporting sexual harassment.

JLPAA will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

While in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities.

### **Whistleblower Policy**

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

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action.

### **Drug-Free Workplace**

JLPAA is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, customer confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety,

security, productivity, and public confidence and trust. Drug or alcohol use in the workplace is extremely harmful to workers.

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

### **Confidential Information**

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

### **Conflict of Interest**

All employees must avoid situations involving actual or potential conflict of interest.

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

### **Smoking**

JLPAA facility is a no smoking facility.

# **THE WORKPLACE**

## **Work Schedule**

Business hours are normally 7:30 a.m. – 4:30 p.m. Monday through Friday. The regular workday schedule for non-exempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements. Staff work hours should be followed as per their individual contract.

## **Meal Periods**

Non-exempt employees are provided with at least a thirty (30) minute meal period, to be taken approximately in the middle of the workday. The Principal should be aware of and approve scheduled meal and rest periods.

Employees are expected to observe assigned working hours and the time allowed for meal and rest periods. Do not leave the premises during rest periods and do not take more than ten (10) minutes for each rest period. Employees may leave the premises during the meal period.

## **Attendance and Tardiness**

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

If it is necessary to be absent, employees are expected to telephone the Principal as soon as possible but no later than the day before the anticipated absence or, in the case of an emergency, no later than 5:30 am of the day of the absence. If an employee is absent from work longer than one day, he or she is expected to keep the Principal sufficiently informed of the situation. In addition, all certificated personnel are expected to maintain Substitute Teacher Lesson Plans on file in the Main Office for use. Please note, JLPAA administration and staff will not make copies of lesson plans and work for certificated staff due to Substitute Lesson Plans not being on file in the Main Office. If these Substitute Lesson Plans are not on file and a disruption of the school day results, teachers may be subject to disciplinary action, including, but not limited to a worker-supervisor conference.

If it is necessary to be late, employees of JLPAA telephone the school and/or the Principal as soon as possible to alert JLPAA, so that class coverage can be arranged.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Principal and providing appropriate documentation will be considered a voluntary resignation from employment.

## **Time Cards/Records**



By law, the School is obligated to keep accurate records of the time worked by non-exempt employees. Such employees shall keep be required to utilize the School's time card system.

Non-exempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All non-exempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Non-exempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the Principal to make the correction and both the employee and the Principal must initial such correction.

No one may record hours worked on another's worksheet. Any employee, who tampers with his/her own time card, or another employee's time card, may be subjected to disciplinary action, up to and including release from at-will employment with the School.

#### **Use of E-Mail, Voicemail and Internet Access**

JLPAA will permit employees to use its electronic mail, voicemail systems, and Internet access subject to the following:

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

#### **Personal Business**

JLPAA's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the

immediate dialing area. Do not use School material, time or equipment for personal projects.

### **Social Media**

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

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

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

### **Personal Appearance/Standards of Dress for Faculty Members; PERSONNEL – CERTIFICATED AND NON-CERTIFICATED**

The Board of Directors believes that teachers serve as role models. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

The Board of Directors encourages staff, during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all staff shall adhere to the following standards of dress:

- 1) Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three inches above the knee.
- 2) Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection (Cal. Ed. Code § 35183.5). All hats are to be removed upon entering school buildings. For exceptions to this policy, the Principal must grant prior approval.

- 3) Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are not permitted. Shorts should be modest in length and should be no higher than three inches above the knee.
- 4) Skirts and dresses should be no higher than three inches above the knee.
- 5) All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- 6) For safety purposes, earrings must not dangle more than one inch below the ear.
- 7) Clothing or jewelry with logos that depict and/or promote gangs (as defined in Cal. Ed. Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- 8) Closed-toed shoes must be worn at all times. If closed-toed sandals are worn, they must have an ankle strap.

**Appropriate dress for female staff:**

- ☐ Dresses and skirts which are no shorter than three inches above the knee. Dress and skirts which are ankle length and tight enough to hinder walking are not acceptable attire. The slit of a dress or skirt must come no higher than three inches above the knee.
- ☐ Slacks and Capri pants may be worn in an appropriate manner. Capri pants must be below the knee. Physical education teachers may wear shorts. All other female staff will not wear shorts.
- ☐ No jeans or jean clothing of any color are acceptable.
- ☐ T-shirts are not allowed. Low cut blouses, see-through clothing, off the shoulder, halter style, tank tops, or clothing which reveals the midriff are not allowed. Sleeveless clothing must cover undergarments.
- ☐ Shoes and sandals without a back strap are unacceptable. Flip-flops are NOT allowed.
- ☐ Athletic shoes/sneakers are not allowed for nonphysical education teachers.
- ☐ Earrings on females are the ONLY visible piercing allowed.
- ☐ Hats are not to be worn inside.
- ☐ Tattoos that are considered offensive, racist, vulgar, show scenes of violence, drug-related, contain strong sexual imagery, gang related or contain obscene phrases may not be visible. Tattoos must be covered at all times.

**Appropriate dress for male staff:**

- ☐ Men must wear a polo shirt or button down shirt
- ☐ Physical education teachers may wear a collared sport/golf shirt.
- ☐ Slacks and casual dress pants are acceptable. Physical education teachers may wear shorts. All other male staff may not wear shorts.
- ☐ No jeans or jean shirts of any color are acceptable.
- ☐ T-shirts or tank tops are not allowed.
- ☐ Shoes and sandals without a back strap are unacceptable. Flip-flops are NOT allowed.
- ☐ Athletic shoes/sneakers are not allowed for nonphysical education teachers.

- ☐ Facial hair must be kept neat and clean. Hair length should not impair vision.
- ☐ Hats are not to be worn inside.
- ☐ Earrings on males are the ONLY visible piercing allowed.
- ☐ Tattoos that are considered offensive, racist, vulgar, show scenes of violence, drug-related, contain strong sexual imagery, gang related or contain obscene phrases may not be visible. Tattoos must be covered at all times.

By enacting this dress code policy, JLPAA recognizes that there are occasions when individuals may need to wear specific clothing due to medical reasons. When such is the case, the employee must provide the proper medical documentation that gives rise to the need for deviation from this dress code policy.

***Any employee deemed inappropriately dressed according to this dress code policy will be sent home until he/she returns with appropriate attire.***

### **Health and Safety Policy**

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

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

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

### **Criminal Background Checks**

As required by law, all individuals working or volunteering at the School will be required to submit to a background criminal investigation. No condition or activity will be permitted that may compromise the School's commitment that the safety and the well-being of students takes precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be convicted of a controlled substance or sex offense, or serious or violent felony, the employee must immediately report such a conviction to the Principal.

### **Tuberculosis Testing**

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

Food handlers will be required to have annual TB exams. Documentation of employee and volunteer compliance with TB exams will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the

supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

### **Blood Borne Pathogens Training**

All employees of the School must submit written proof of successful completion of Blood Borne Pathogens training within sixty (60) days of the start of their employment.

### **Security Protocols**

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

### **Occupational Safety**

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

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

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

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

### **Accident/Incident Reporting**

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

### **Reporting Fires and Emergencies**

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



# EMPLOYEE WAGES AND HEALTH BENEFITS

## Payroll Withholdings

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

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

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

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

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

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

## Overtime Pay

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

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or

in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

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

### **Paydays**

Paydays are scheduled on the fifth (10<sup>th</sup>) day and the twentieth (25<sup>th</sup>) day of each month. There are 10 regular pay periods per year for certificated employees. There are 12 regular paydays per year for Year-Round employees. If an employee observes any error in his or her check, it should be reported immediately to the Principal.

### **Wage Attachments and Garnishments**

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

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

### **Medical Benefits**

#### Eligibility

An employee is eligible for medical coverage if he or she is a full-time regular employee working for the School.

"Full-time" employee means that an employee is hired to work at least forty (40) regular hours per week. Temporary, part-time and internship employees are not eligible to participate in the plans.

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

#### When Coverage Starts

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

### **COBRA Benefits**

## Continuation of Medical and Dental

WHEN COVERAGE UNDER THE SCHOOL'S HEALTH PLAN ENDS, YOU OR YOUR DEPENDENTS MAY CONTINUE COVERAGE IN SOME SITUATIONS.

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

Medical coverage for you, your spouse, and your eligible dependent children can continue for up to 18 months if coverage ends because:

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

This 18-month period may be extended an additional 11 months if you are disabled at the time of your termination or reduction in hours if you meet certain requirements. This 18-month period also may be extended if other events (such as a divorce or death) occur during the 18-month period.

Your spouse and eligible dependents can continue their health coverage for up to 36 months if coverage ends because:

- You die while covered by the plan;
- You and your spouse become divorced or legally separated;
- You become eligible for Medicare coverage, but your spouse has not yet reach age 65; or
- Your dependent child reaches an age which makes him or her ineligible for coverage under the plan.

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

JLPAA will notify you or your dependants if coverage ends due to termination or a reduction in your work hours. If you become eligible for Medicare, divorced or legally separated, die, or when your child no longer meets the eligibility requirements, you or a family member are responsible for notifying the School within 30 days of the event. JLPAA will then notify you or your dependents of your rights.

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

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

- Premiums for continued coverage are not paid within 30 days of the due date;
- You (or your spouse or child) becomes covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition you (or your spouse or child, as applicable) may have;
- JLPAA stops providing group health benefits;
- You (or your spouse or child) become entitled to Medicare; or
- You extended coverage for up to 29-months due to disability and there has been a final determination that you are no longer disabled.

# **PERSONNEL EVALUATION AND RECORD KEEPING**

## **Employee Reviews and Evaluations**

Each employee will receive periodic performance reviews conducted by the Principal(s) and/or the Director of Instruction. Performance evaluations will be conducted annually, beginning in October and ending on or about April/May of each school year. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. 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 the Principal, and that you are aware of its contents.

Newly hired employees will have their performance goals reviewed by the Principal or Principal within the first ninety (90) days of employment.

Your salary and your potential for advancement will be based largely upon your job performance. On a periodic basis, the Principal, Principal, and/or the Director of Instruction will review your job performance with you in order to establish goals for future performance and to discuss your current performance. JLPAA's evaluation system will in no way alter the at-will employment relationship.

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

At the time of your employment, a personnel file is established for you. Please keep the Principal advised of changes that should be reflected in your personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact 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. You also have the right to obtain a copy of your personnel file as provided by law. You may add your comments to any disputed item in the file. JLPAA will restrict disclosure of your personnel file to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Principal. Only the Principal or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

# **HOLIDAYS, VACATIONS AND LEAVES**

## **Holidays**

JLPAA calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

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

## **Vacation**

Year-round employees/support staff accrue two (2) weeks paid vacation time per year. Unused vacation time carries over from year-to-year. All vacation time-off requests must be pre-approved by the Executive Director a minimum of 1 month before the planned vacation. Vacation time cannot be taken within the first month of school or around any of the holidays.

## **Unpaid Leave of Absence**

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

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

Medical, Dental, and Vision coverage will remain in force during a medical or worker's compensation leave of absence, provided the employee pays the appropriate premiums. Whether an employee is required to pay their own premiums will depend upon the length of their leave of absence. During a family/medical leave, Medical, Dental, and Vision benefits will remain in force provided the employee pays the appropriate premiums. Benefits are terminated the day any other type of leave begins.



## **Sick Leave**

Sick leave is a form of insurance 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. Time off for medical and dental appointments will be treated as sick leave. JLPAA will not tolerate abuse or misuse of your sick leave privilege.

JLPAA offers paid sick leave to regular full-time employees (that qualify). You will accrue paid sick leave at the rate of ten (10) allotted days per each school year. Accrued sick leave carries over from year to year. JLPAA **does** not pay employees in lieu of unused sick leave.

An employee who is absent longer than three (3) days due to illness, must submit medical evidence of illness and/or medical certification of their fitness to return to work satisfactory to the School will be required before the School honors any sick pay requests. JLPAA may withhold sick pay if it suspects that sick leave has been misused.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

## **Family Care and Medical Leave**

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

- **Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by the School for the last 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave.

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

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of 12 weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the

employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).

3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury.
4. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
5. To provide care to a covered service member (U.S. Armed Services) with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin of the employee. The employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
6. A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.

- Amount of FMLA Leave Which May Be Taken

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

- Pay during FMLA Leave

1. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period.
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted their sick leave, leave taken under FMLA shall be unpaid.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- Health Benefits

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

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

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

- Seniority

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

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Failure to provide the

required certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request until such certification is provided.

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

- Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.
2. Employees should provide not less than thirty (30) days notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

7. In most cases, the School will respond to an FMLA leave request within two (2) days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within five (5) business days of receiving the request, absent extenuating circumstances. 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

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA leave taken because of his 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.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Limitations on Reinstatement

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

necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- **Employment during Leave**

An employee on FMLA leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment at the School.



## **Pregnancy Disability Leave**

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

- **Employee Eligibility Criteria**

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

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

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

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

- **Duration of Pregnancy Disability Leave**

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

Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

- **Pay during Pregnancy Disability Leave**

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

- **Health Benefits**

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

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
  - The employee is taking CFRA leave.
  - The continuation, recurrence or onset of a health condition entitles the employee to CFRA leave or other circumstance beyond the employee's control.

- Seniority

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

- Medical Certifications

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

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days or as short of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- **Return to Work**

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at the time reinstatement is requested). If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available, but filling that position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from a pregnancy disability leave of three days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- **Employment during Leave**

An employee on pregnancy disability leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment.

### **Industrial Injury Leave (Workers' Compensation)**

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

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

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

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

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

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

### **Military and Military Spousal Leave of Absence**

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

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

JLPAA will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

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

### **Bereavement Leave**

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

### **Jury Duty or Witness Leave**

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to provide work duties as assigned. For all non-exempt employees, the School will pay for up to three (3) days if you are called to serve on a jury.

### **Voting Time Off**

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will

be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Principal at least two (2) days notice.

### **School Appearance and Activities Leave**

As required by law, JLPAA will permit an employee who is a parent or guardian of school children, from kindergarten through grade twelve (12), or a child in a licensed day-care facility, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school. If more than one parent or guardian is an employee of JLPAA, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused sick time to be paid during the absence.

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

### **Bone Marrow and Organ Donor Leave**

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a 12-month period.

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

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

An employee must first use his or her earned but unused sick leave for bone marrow donation and two (2) week's worth of earned but unused sick leave for organ donation. If the employee has an insufficient number of sick days available, the leave will be considered unpaid.

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

### **Returning from Leave of Absence**

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



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

# DISCIPLINE AND TERMINATION OF EMPLOYMENT

## Rules of Conduct

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

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

21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.

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

### **Off-Duty Conduct**

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

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

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

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. JLPAA shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

### **Termination of Employment**

Should it become necessary for you to terminate your at-will employment with the School,

please notify the Principal regarding your intention as far in advance as possible. At least two (2) weeks notice is expected whenever possible.

When you terminate your at-will employment, you will be entitled to all earned but unused vacation pay. If you are participating in the medical and/or dental plan, you will be provided information on your rights under COBRA.

## **INTERNAL COMPLAINT REVIEW**

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

Specific complaints of unlawful harassment are addressed under the School's "Policy Against Unlawful Harassment."

### **Internal Complaints**

(Complaints by Employees Against Employees)

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

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

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

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

### **Policy for Complaints Against Employees**

(Complaints by Third Parties Against Employees)

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

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

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

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

#### **General Requirements**

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

## **AMENDMENT TO EMPLOYEE HANDBOOK**

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

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

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



## APPENDIX A

### HARASSMENT COMPLAINT FORM

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

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

*Please review the School's policies concerning harassment for a definition of harassment and a description of the types of conduct that are considered to be harassment.*

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

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

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

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you believe sexually harassed you or someone else: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Complainant

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

\_\_\_\_\_  
Print Name

Received by: \_\_\_\_\_

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

## APPENDIX B

### COMPLAINT FORM

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

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

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

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

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

Signature of Complainant \_\_\_\_\_

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

Print Name \_\_\_\_\_

To be completed by School:

Received by: \_\_\_\_\_

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

## APPENDIX C

### TEACHER COMPACT

It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, students and community representatives, the following are agreed upon roles and responsibilities that we as partners will carry out to support student success in school and in life.

#### Staff Pledge

I agree to carry out the following responsibilities to the best of my ability:

- ☐ Provide high-quality curriculum and instruction.
- ☐ Endeavor to motivate my students to learn.
- ☐ Have high expectations and help every child to develop a love of learning.
- ☐ Communicate regularly with families about student progress.
- ☐ Provide a warm, safe, and caring learning environment.
- ☐ Provide meaningful, daily homework assignments to reinforce and extend learning (30 minutes for grades 1-3 and 60 minutes for grades 4-6).
- ☐ Participate in professional development opportunities that improve teaching and learning and support the formation of partnerships with families and the community.
- ☐ Actively participate in collaborative decision making and consistently work with families and my school colleagues to make schools accessible and welcoming places for families which help each student achieve the school's high academic standards.
- ☐ Respect the school, students, staff and families.

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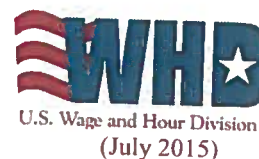
Teacher Print

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Teacher Signature

**APENDIX D**  
**FACT SHEET**  
**#28B**

**U.S. Department of Labor**  
**Wage and Hour Division**



**Fact Sheet #28B: FMLA leave for birth, placement, bonding, or to care for a child with a serious health condition on the basis of an “*in loco parentis*” relationship**

The Family and Medical Leave Act (FMLA) entitles an eligible employee to take up to 12 workweeks of job-protected unpaid leave for the birth or placement of a son or daughter, to bond with a newborn or newly placed son or daughter, or to care for a son or daughter with a serious health condition. See [29 USC 2612\(a\)\(1\)](#).

This Fact Sheet provides guidance on an employee’s entitlement to FMLA leave to bond with or care for a child to whom the employee stands “*in loco parentis*.” You may also wish to review [Fact Sheet #28C](#) on FMLA leave to care for a parent on the basis of an *in loco parentis* relationship.

**FMLA definition of “son or daughter”**

The FMLA defines a “son or daughter” as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in *loco parentis*. See [29 USC 2611\(12\)](#). The broad definition of “son or daughter” is intended to reflect the reality that many children in the United States live with a parent other than their biological father and mother. Under the FMLA, an employee who actually has day-to-day responsibility for caring for a child may be entitled to leave even if the employee does not have a biological or legal relationship to the child.

The definition of “son or daughter” is limited to children under the age of 18 or 18 years of age or older and incapable of self-care because of a mental or physical disability. See [29 USC 2612\(12\)](#). The FMLA military leave provisions have specific definitions of son or daughter that are unique to those provisions. See [29 C.F.R. § 825.122\(g\), \(h\)](#).

**What does *in loco parentis* mean under FMLA?**

*In loco parentis* refers to a relationship in which a person puts himself or herself in the situation of a parent by assuming and discharging the obligations of a parent to a child. The *in loco parentis* relationship exists when an individual intends to take on the role of a parent to a child who is under 18 or 18 years of age or older and incapable of self-care because of a mental or physical disability. Although no legal or biological relationship is necessary, grandparents or other relatives, such as siblings, may stand *in loco parentis* to a child under the FMLA as long as the relative satisfies the *in loco parentis* requirements.

Under the FMLA, persons who are *in loco parentis* include those with day-to-day responsibilities to care for or financially support a child. Courts have indicated some factors to be considered in determining *in loco parentis* status include:

- the age of the child;

- the degree to which the child is dependent on the person;
- the amount of financial support, if any, provided; and
- the extent to which duties commonly associated with parenthood are exercised.

FS 28B

The fact that a child has a biological parent in the home, or has both a mother and a father, does not prevent an employee from standing *in loco parentis* to that child. The FMLA does not restrict the number of parents a child may have. **The specific facts of each situation will determine whether an employee stands *in loco parentis* to a child.**

### **Examples of *in loco parentis***

Examples of situations in which FMLA leave may be based on an *in loco parentis* relationship include:

- A grandfather may take leave to care for a grandchild whom he has assumed ongoing responsibility for raising if the child has a serious health condition.
- An aunt who assumes responsibility for caring for a child after the death of the child's parents may take leave to care for the child if the child has a serious health condition.
- A person who will co-parent a same-sex partner's biological child may take leave for the birth of the child and for bonding.

### **What may be required to document an *in loco parentis* relationship?**

The employer's right to documentation of family relationship is the same for an individual who asserts an *in loco parentis* relationship as it is for a biological, adoptive, foster or step parent. Such documentation may take the form of a simple statement asserting the relationship. For an individual who stands *in loco parentis* to a child, such statement may include, for example, the name of the child and a statement of the employee's *in loco parentis* relationship to the child. An employee should provide sufficient information to make the employer aware of the *in loco parentis* relationship. See 29 CFR § 825.122.

### ***In loco parentis* status and other FMLA requirements**

*In loco parentis* status under the FMLA does not change the law's other requirements, such as those regarding coverage, eligibility, and qualifying reasons for leave. All requirements must be met for FMLA protections to apply. An employee asserting a right to FMLA leave for birth, bonding, or to care for a child for whom he or she stands *in loco parentis* may be required to provide notice of the need for leave and to submit medical certification of a serious health condition consistent with the FMLA regulations.

### **Where to Obtain Additional Information**

For additional information about the FMLA, visit the Wage and Hour Division Website, <http://www.wagehour.dol.gov> and/or call our toll-free helpline, 1-866-4-USWAGE (1-866-487-9243) available 8 a.m. to 5 p.m. in your time zone.

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-866-4-USWAG**  
TTY: 1-866-487-924  
**Contact U**



## **APENDIX E**

### **Hiring Policy**

#### **Hiring Policy: Hiring Family Members**

Julia Lee Performing Arts Academy is an equal opportunity employer and hires individuals based solely on their qualifications and ability to do the job to be filled.

#### **Procedures**

1. Julia Lee Performing Arts Academy will consider a member of an employee's immediate family for employment if the applicant possesses all of the qualifications for employment for the position. An immediate family member may not be hired, if the employment would create a direct supervisor/subordinate relationship with a family member, this criteria will also be considered when assigning, transferring or promoting an employee. For purposes of this policy, "immediate family" includes the employee's spouse, brother, sister, mother, father, stepmother, stepfather, children, stepchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law and any other member of the employee's household.
2. Employees who marry or become members of the same household may continue employment as long as there is not a direct supervisor/subordinate relationship between the employees. Should the above situations occur, Julia Lee Performing Arts Academy will attempt to find a suitable position within the company to which one of the affected employees may transfer. If accommodations of this nature are not feasible, the affected employees will be permitted to determine which of them will resign.

## ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE PRINCIPAL.

EMPLOYEE NAME: \_\_\_\_\_

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

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

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

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please retain this copy for your records.**

## ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE PRINCIPAL.

EMPLOYEE NAME: \_\_\_\_\_

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

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

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

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please sign/date, copy, and return to the Principal.**

**JLPAA**  
**REGULAR BOARD MEETING MINUETS**  
**August 14, 2019**  
**6:30 p.m.**  
**19740 Grand Avenue Lake Elsinore, California 92530**

**CALL TO ORDER 06:39 p.m.**

**ROLL CALL Board Members Present: Rodriguez, Frazier, and Schramm**

**AGENDA ITEMS TO BE REMOVED - EXECUTIVE DIRECTOR ANNOUNCEMENT**

**Sometimes it is necessary to remove items from the agenda. We apologize for any inconvenience this may cause you.**

**PUBLIC BUSINESS FROM THE FLOOR - AGENDIZED ITEMS**

**No public comments**

**DISCUSSION ITEMS**

**D 1. Oral discussion of Executive Director Monthly Report; Introduction of Mrs. Rachel A. Thomas as our new principal (25 years' experience in Charter capacity), enrollment for new school year estimated at 250 vs last year of 148.**

**D 2. Oral discussion of IT Manager and Facilities Manager Monthly Report; PD Training SIS system/HR training/Mandate Reporting, safety, inventory book, build classroom, food program/technology.**

**D 3. Oral discussion of Financial Monthly Report (Charter Impact; Theresa Thompson); Financials were covered by Charter Impact.**

**ACTION ITEMS**

**A 1. *Approval of JLPAA Board Minutes for the following meeting date 06/11/2019, Motion made by Frazier to approve the minutes 06/11/2019 Board Meeting, second by Davis. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.***

**A 2. Approval of 2019-2020 Federal LCAP Addendum. Motion made by Davis to approve the LCAP Addendum, second by Schramm. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 3. Approval of Compensation package for staff including Executive Director, Principal, Office Manager, Teachers, IT/Facilities/Campus Manager and staff. Motion made by Davis to approve compensation package for Executive Director and all staff and second by Schramm. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 4. Approval of Employee 2019/2020 Handbook. Motion made by Davis to approve the Employee 2019/2020 Handbook and second by Frazier. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 5. Ratification: Approval of Elsinore First Assembly Lease / Contract. Motion made by Davis to approve the Elsinore First Assembly Lease / Contract and second by Schramm. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 6. Ratification: Approval for Executive Director's professional development while attending conference's in 2018 – 2019 school year at the CCSA conference, CDSC conference and the CDSC intensive training workshops. Motion made by Schramm to attend professional development and intensive training workshops and second by Frazier. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 7. Approval of 2019/2020 Uniform Complaint Policy and Procedures/ Annual Notice. Motion made by Davis to approve the 2019/2020 Uniform Complaint Policy and Procedures/ Annual Notice and second by Schramm. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 8. Approval of Fiscal Policy and Procedure. Motion made by Schramm to approve the Fiscal Policy and Procedures and second by Davis. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 9. Approval of 2019/2020 Student/Parent Handbook. Motion made by Schramm to approve the 2019/2020 Student/ Parent Handbook and second by Schramm. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 10. Approval of Professional Development for Executive Director; conferences for CCSA, NABSE and CSDC for 2019/2020. Motion made by Davis to approve the Professional Development for Executive Director and second by Frazier. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**A 11. Approval for Executive Director to use bank card to pay for monthly operating expenses for school purchases no more than \$6,000 per transaction. Motion made by Schramm to approve the Executive Director to use bank card to pay for school purchases and second by Frazier. Motion carried and approved by Rodriguez, Schramm, Davis and Frazier.**

**NO BOARD COMMENTS.**

**ADJOURNMENT: 7:36 PM**

**Minutes respectfully submitted:**

**August 19, 2019.**

**Jamie Schramm**

# Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum Template

**LEA name:**

Julia Lee Performing Arts Academy

**CDS code:**

33 10330 0137851

**Link to the LCAP:**

(optional)

<https://www.jlpaa.org/>

**For which ESSA programs  
will your LEA apply?**

Choose from:

**TITLE I, PART A**

Improving Basic Programs Operated by  
State and Local Educational Agencies

**TITLE I, PART D**

Prevention and Intervention Programs for  
Children and Youth Who Are Neglected,  
Delinquent, or At-Risk

**TITLE II, PART A**

Supporting Effective Instruction

**TITLE III, PART A**

Language Instruction for English Learners  
and Immigrant Students

**TITLE IV, PART A**

Student Support and Academic  
Enrichment Grants

*(NOTE: This list only includes ESSA  
programs with LEA plan requirements;  
not all ESSA programs.)*

Title I, Part A  
Title II, Part A  
Title IV, Part A

*In the following pages, ONLY complete the sections for the corresponding programs.*



# Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

**The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding.** LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

**The LEA must address the Strategy and Alignment prompts provided on the following page.**

**Each provision for each program must be addressed,** unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources;

however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

## Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

Julia Lee Performing Arts Academy (JLPAA) was created to serve at-risk students and families in the Riverside County. Our demographics reflect the community we serve with a very high percentage of students who qualify for Free or Reduced-Price Meals, in 2019 over 65%. JLPAA uses federal funds to go above and beyond core actions and services funded by the state to address challenges disproportionately affecting at-risk students to close the achievement gap. Through our LCAP process, we are in a continuous cycle of improvement – identifying measurable outcomes, assessing our needs by analyzing our data, evaluating the implementation of actions/services and their effectiveness towards accomplishing our goals. We make sure to disaggregate our data to address any performance between our various student groups. And then we allocate our state, federal, and local funds based on our identified needs each year and adjust accordingly in consultation with our stakeholders (teacher, admin, students, teacher, union, and our board of directors).

Julia Lee Performing Arts Academy created goals aligned with our vision and mission, and charter petition. The LCAP process gives us the opportunity to develop a strategic road map by creating actions and services based on the students that our school serves and allocate funds appropriately to achieve our goals.

After the creation of our goals, JLPAA took the following steps in consultation with our stakeholders:

- Come to a consensus around our goals
- Examine each school's student demographics
- Analyze each school's student achievement data
- Identify Measurable Outcomes/metrics
- Highlight JLPAA/needs based on the baseline measurable outcomes
- Create actions/services to accomplish our goals based on our current students with specific emphasis on closing any achievement JLPAA between significant student groups.



- Prioritize actions/services each year.
- Allocate funds appropriately including LCFF, Federal, State and Local revenues.

LCFF base funds are allocated for our base or core program while our LCFF supplemental/concentration funds are allocated for actions and services that go above and beyond our base program for our unduplicated students.

### **Julia Lee Performing Arts Academy Goals**

Goal 1: Pupil Achievement & Pupil Outcomes: State Priorities: 1 (Basic), 2 (Implementation of State Standards); 4 (Pupil Achievement) & 8 (Pupil Outcomes)

Goal 2: Conditions of Learning for all JLPAA students: State Priorities: 1 (Basic); 5 (Pupil Engagement); 6 (School Climate) & 7 (Course Access)

Goal 3: Engagement: Family and Student Involvement: State Priorities: 1 (Basic); 3 (Parental Involvement); 5 (Pupil Engagement); & 6 (School Climate)

### **Title I**

Julia Lee Performing Arts Academy allocates Title I for instructional aides in the classroom. The instructional aides at the discretion of the qualified teacher can provide the following supports to students but not limited to:

- Providing one-on-one or small-group tutoring for students
- Assisting with classroom management
- Providing instructional assistance in a computer lab
- Conducting parental involvement activities
- Providing instructional support in the library or media center
- Acting as a translator
- Providing instructional support to a student under the direct supervision of a teacher

### **Title II**

Title II funds supplement state funds used for professional development for teachers, principals, and other school leaders. Professional development is currently focused on closing the achievement gap and improving the performance of underperforming student groups: improving our Multi-Tiered Systems of Support; Appropriate trainings for our administrators; and induction programs.

### **Title IV**

We plan to allocate Title IV funds the same way we allocate Title I funds for instructional aides in the classrooms and provide direct support to our students and work towards achieving our primary goal: closing the achievement gap.

## **Alignment**

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

As outlined in the prompt above, JLPAA takes a backward planning approach in the development of our LCAP. In collaboration and consultation with our stakeholder, our last step before we prioritize our needs in the LCAP process is the allocation of funds. This approach ensures we are strategic and provide comprehensive actions/services instead of poorly funded stand-alone programs or activities. We begin with the allocation of restricted funds due to the compliance around spending them. If the service/actions are only partially funded, we use supplemental and concentration dollars to fund the remaining amount.

For example, one of our services/actions is to send staff to the National Association for the Education of Homeless Children and Youth's annual conference. The knowledge and resources we gain from this conference will assist JLPAA towards accomplishing the goal of "Create a supportive and safe environment for students and their families, staff, and community partners" The Title II funds allocated for this Professional Development opportunity does not cover the whole cost so JLPAA will allocate LCFF supplemental and concentration funds to cover the remaining costs.

# ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

## TITLE I, PART A

### Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 <i>(as applicable)</i>

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

### Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 <i>(as applicable)</i>

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

### Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 <i>(as applicable)</i>

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

## TITLE II, PART A

### Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 ( <i>as applicable</i> )

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

## TITLE III, PART A

### Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 ( <i>as applicable</i> )

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

## ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

## TITLE I, PART A

### Poverty Criteria

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.



# ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

## TITLE I, PART A

### **Educator Equity**

ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A – This is a charter school.

### **Parent and Family Engagement**

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A for ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe the strategy the LEA will use to implement effective parent and family engagement under section 1116.

1. Parent and family engagement was formed by the School Advisory Committee that consist of parents and staff of Julia Lee Charter, which is consistent with the charter.
2. The parents and staff has committed to having parent workshops that help parents understand the state academic standards, assessments and how to help families monitor the progress of students.



All students will participate in three school wide assessments and teachers will partner with all parents to help them read the information and provide additional resources as needed to help meet and exceed state academic standards. The workshops will consist of literacy training given by our Principal and teachers. The school will provide training on how parents can utilize technology and have the parents have access to our onsite computers if they need to use and don't have them at home.

3. Teachers, staff and parents will participate in training and receive training on how to communicate effectively in order to build a great effective community between the school and parents/families.

4. Parents will be invited and encouraged to participate in family nights that integrate our curriculum, especially around science. There is a family science night that will be hosted by Abbott with scientist and engineers.

5. Our ELD teacher will host workshops to help English learner parents understand the curriculum and encourage them to get involved in the many activities that parents can be involved in. All parents will be encouraged to come to the workshop that covers our LCAP so that parents have a better understanding and to add input, as we move forward.

### **Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children**

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A for targeted assistance school program under Section 1115

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Julia Lee Performing Arts Academy is a Schoolwide program serving at-risk students and families in the Riverside County and will allocate Title I funds for instructional aides.

Instructional Aides or paraprofessionals who provide instructional support, includes those who

- (1) provide one-on-one tutoring if such tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher,
- (2) assist with classroom management, such as by organizing instructional materials,
- (3) provide instructional assistance in a computer laboratory,
- (4) conduct parental involvement activities,
- (5) provide instructional support in a library or media center,
- (6) act as a translator, or
- (7) provide instructional support services under the direct supervision of a highly qualified teacher

## **Homeless Children and Youth Services**

### **ESSA SECTION 1112(b)(6)**

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

In accordance with the federal McKinney-Vento Act, Julia Lee Performing Arts Academy will use the following guidance from the CDE. Strategies will be decided on a case-by-case basis:

#### **Identification Strategies**

- Coordinate with community services agencies, such as shelters, soup kitchens, food banks, street outreach teams, drop-in centers, welfare and housing agencies, public health departments, and faith-based organizations.
- Purchase chrome books and or laptops to ensure students can complete required school assignments.
- Provide health screenings
- Professional Development speaker to educate the staff on homeless children and youth service
- Provide outreach materials and posters where there is a frequent influx of low-income families and youth in high-risk situations, including motels and campgrounds.
- Develop relationships with truancy officials and/or other attendance offices.
- Provide awareness activities for school staff (registrars, secretaries, school counselors,



school social workers, school nurses, teachers, bus drivers, administrators, etc.)

- Make special efforts to identify preschool children, including asking about the siblings of school- age children.
- Use enrollment and withdrawal forms to inquire about living situations.
- Have students draw or write about where they live.
- Avoid using the word "homeless" in initial contacts with school personnel, families, or youth.
- Develop and implement districtwide identification form and put it in each registration packet.
- Identify a site liaison at each school to identify and assist homeless students.
- Sort students by address in database to identify double-up situations.
- Conduct family nights to offer health checks, services, and resources.
- Conduct home visits to determine doubled-up situations and verification.
- Collaborate with other LEAs in the area.
- Collaborate with migrant education programs to assist with identification.
- Work with school counselors and outreach workers to work with families and youth.

### **Student Transitions**

ESSA SECTIONS 1112(b)(8) and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and
- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Additional Information Regarding Use of Funds Under this Part**

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and

- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **TITLE I, PART D**

### **Description of Program**

ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Formal Agreements**

ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the

(A) LEA; and

(B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Comparable Education Program**

ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **Successful Transitions**

### **ESSA SECTION 1423(4)**

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **Educational Needs**

### **ESSA SECTION 1423(5)**

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **Social, Health, and Other Services**

### **ESSA SECTION 1423(6)**

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **Postsecondary and Workforce Partnerships**

### **ESSA SECTION 1423(7)**

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Parent and Family Involvement**

ESSA SECTION 1423(8)

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Program Coordination**

ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Probation Officer Coordination**

ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Individualized Education Program Awareness**

ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Alternative Placements**

ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **TITLE II, PART A**

### **Professional Growth and Improvement**

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Prioritizing Funding**

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

In alignment with our LCAP process, Julia Lee Performing Arts Academy will regularly assess our actions and services with our stakeholders to determine how funding should be prioritized. This includes analyzing our Measurable Outcomes and evaluating what is or is not working.

### **Data and Ongoing Consultation to Support Continuous Improvement**

ESSA SECTION 2102(b)(2)(D)



Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **TITLE III, PART A**

### **Title III Professional Development**

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

### **Enhanced Instructional Opportunities**

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

N/A

### **Title III Programs and Activities**

ESSA SECTION 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**



N/A

## **English Proficiency and Academic Achievement**

ESSA SECTION 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

N/A

## **TITLE IV, PART A**

### **Title IV, Part A Activities and Programs**

ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

We plan to allocate Title IV funds the same way we allocate Title I funds for instructional aides in the classrooms and provide direct support to our students and work towards achieving our primary goal: closing the achievement gap.

SCHOOL YEAR 2019-2020

JLPAA



# PAYSCALE







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# TEACHER'S PAYSCALE

SCHOOL YEAR 2019-2020

## JLPAA TEACHER PAY SCALE

	Credentialed Long Term Intern	BA	BA + 30	BA+45/Master	BA+60/MA + 45	BA+75/MA+30
PAY SCALE STEP 1 1-3 YEARS	\$43,965.00	\$48,826.00 Negotiable	\$52,643.00 Negotiable	\$55,836.00 Negotiable	\$58,993.00 Negotiable	\$61,538.00 NEGOTIABLE
PAY SCALE STEP 2 4-6 YEARS	\$46,206.00	\$49,436.00	\$55,130.00	\$58,167.00	\$61,322.00	\$63,993.00
PAY SCALE STEP 3 7-9 YEARS	\$48,449.00	\$51,887.00	\$57,614.00	\$60,562.00	\$63,661.00	\$66,452.00
PAY SCALE STEP 4 10-12 YEARS		\$54,375.00	\$60,102.00	\$62,898.00	\$65,990.00	\$68,845.00
PAY SCALE STEP 5 13-16 YEARS		\$56,857.00	\$62,584.00	\$65,258.00	\$68,323.00	\$71,301.00
PAY SCALE STEP 6 17-19 YEARS		\$59,312.00	\$65,096.00	\$67,591.00	\$70,658.00	\$73,813.00
PAY SCALE STEP 7 20-22 YEARS		\$61,794.00	\$67,581.00	\$69,926.00	\$72,990.00	\$76,147.00
PAY SCALE STEP 8 23-25 YEARS		\$64,217.00	\$70,095.00	\$72,256.00	\$75,357.00	\$78,536.00
PAY SCALE STEP 9 26-28 YEARS			\$72,580.00	\$74,640.00	\$77,882.00	\$80,872.00

29-31 YEARS	\$77,402.00	\$80,663.00	\$84,063.00
PAY SCALE STEP 11			
32-34-28 YEARS		\$83,560.00	\$87,078.00
PAY SCALE STEP 12			
35-37 YEARS			\$90,042.00
PAY SCALE STEP 13			
38-40 YEARS			\$92,872.00
PAY SCALE STEP 14			
41-43 YEARS			\$94,969.00
PAY SCALE STEP 15			
44-46 YEARS			\$99,829.00
PAY SCALE STEP 15			
44-46 YEARS			\$102,745.00
PAY SCALE STEP 15			
44-46 YEARS			\$106,164.00
SUB PAY LEVEL			
SUB PAY / PARA, DAILY PAY			\$130
LONG TERM SUB PAY CLEAR			\$140
CREDENTIAL / PROVISIONAL			
PERMIT			

## Dental Insurance

P.S. Don't forget that most dental insurance plans are "use it or lose it!" Schedule your appointment before your benefits for this year expire.

# ADMINISTRATIVE SALARY SCHEDULE

Use this section to give a brief summary of your financials, highlighting important points. Some of the sample text in this document indicates the name of the style applied, so that you can easily apply the same formatting again.

STEP 1-3 YEARS	ADM-0L	ADM-02	ADM-03	ADM-06	E-01
	Para/IT Assistant Part Time starts at \$14.00	Paraprofessional /Aide (Pt) starting at \$14.00 Hourly Full Time starts at \$14.00 cap at \$18.00	Office Clerk (Pt) starting at \$14.00 Hourly	Office Manager	Information Technician Manager (IT) / Facilities Manager/ Campus Attendant
DUTY DAYS	181	181 PT 216 FT	216	216	216
1				\$60,000	\$85,000
2					\$75,400
3					\$75,800
4					\$76,200
5					\$76,600
6					\$77,000
7					\$77,400
8					\$77,800
9					\$78,200
10					\$78,600
11					\$79,000
12					\$79,400
13					\$79,800
14					\$80,200
15					\$80,600
16					

# EXECUTIVE PAY SCHEDULE

Board Approved 2019/2020 Budget on June 11, 2019

	E-02	E-03	E-04
STEP	Principal	Executive Director 30 Hours or More	
DUTY DAYS	216	216	
1	\$100,000	\$110,000	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

**Benefits**

- Medical
- Dental
- Sick
- Vacation (full time classified)







# Employee Handbook 2019-2020

**19740 Grand Avenue, Lake Elsinore, CA 92530**

The Julia Lee Performing Arts Academy will be a high quality educational program for students in grades TK-8 that develops the whole person through a curriculum that integrates both performing arts and college preparatory academics. The Julia Lee Performing Arts Academy strives to develop the students academically, artistically, and socially so that they leave the school as independent, cooperative, responsible, and creative young adults with a lifelong interest and ability in learning and the arts. As we encourage and provide our students with the foundation of these skills and qualities, we will prepare our students to pursue further educational goals and allow them to contribute to the life and wellbeing of society as a whole.

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## INTRODUCTION TO HANDBOOK

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

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

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

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

Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to the Principal. This will provide the School with a record that each employee has received this Handbook.

# **CONDITIONS OF EMPLOYMENT**

## **Equal Employment Opportunity Is Our Policy**

JLPAA is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. 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.

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

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

## **Employment At-Will**

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

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

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create an express or implied contract of employment for a definite

period, nor an express or implied contract concerning any terms or conditions of employment.

### **Child Abuse and Neglect Reporting**

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

By acknowledging receipt of this Handbook, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **Staff/Student Interaction Policy**

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

### **Corporal Punishment**

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

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

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

#### **A. Examples of PERMITTED actions (NOT corporal punishment)**

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

#### **B. Examples of PROHIBITED actions (corporal punishment)**

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

#### Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

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

#### Duty to Report Suspected Misconduct

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or report the matter to school administrators. If the observed behavior appears significant, it is the duty of every staff member to immediately report it to an administrator. All reports shall be confidential. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

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

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.

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

#### Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

**(These behaviors should only be exercised when a staff member has parent and supervisor permission.)**

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

#### Cautionary Staff/Student Behaviors

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

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

#### Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing your Principal about situations that have the potential to become more severe.



- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

### **Policy Prohibiting Unlawful Harassment**

JLPAA is committed to providing a work and educational atmosphere that is free of unlawful harassment. JLPAA's policy prohibits sexual harassment and harassment based upon race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. JLPAA will not condone or tolerate harassment of any type by any employee, independent contractor or other person with which the School does business. This policy applies to all employee actions and relationships, regardless of position or gender. JLPAA will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

#### **Prohibited Unlawful Harassment**

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

#### **Prohibited Unlawful Sexual Harassment**

In accordance with existing policy, discrimination on the basis of gender in education institutions is prohibited. All persons, regardless of the gender, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the School.

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

Sexual harassment consist of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (1) submission of the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working

environment.

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

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Employees and students are expected to act in a positive and professional manner and to contribute to a productive School environment that is free from harassing or disruptive activity. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Principal. See Appendix A for the "Harassment Complaint Form." See Appendix B for the general "Complaint Form."

Sexual harassment may include, but is not limited to:

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

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

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation, filing of a complaint or reporting sexual harassment.

JLPAA will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

While in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities.

### **Whistleblower Policy**

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

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action.

### **Drug-Free Workplace**

JLPAA is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, customer confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety,

security, productivity, and public confidence and trust. Drug or alcohol use in the workplace is extremely harmful to workers.

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

### **Confidential Information**

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

### **Conflict of Interest**

All employees must avoid situations involving actual or potential conflict of interest.

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

### **Smoking**

JLPAA facility is a no smoking facility.

# **THE WORKPLACE**

## **Work Schedule**

Business hours are normally 7:30 a.m. – 4:30 p.m. Monday through Friday. The regular workday schedule for non-exempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements. Staff work hours should be followed as per their individual contract.

## **Meal Periods**

Non-exempt employees are provided with at least a thirty (30) minute meal period, to be taken approximately in the middle of the workday. The Principal should be aware of and approve scheduled meal and rest periods.

Employees are expected to observe assigned working hours and the time allowed for meal and rest periods. Do not leave the premises during rest periods and do not take more than ten (10) minutes for each rest period. Employees may leave the premises during the meal period.

## **Attendance and Tardiness**

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

If it is necessary to be absent, employees are expected to telephone the Principal as soon as possible but no later than the day before the anticipated absence or, in the case of an emergency, no later than 5:30 am of the day of the absence. If an employee is absent from work longer than one day, he or she is expected to keep the Principal sufficiently informed of the situation. In addition, all certificated personnel are expected to maintain Substitute Teacher Lesson Plans on file in the Main Office for use. Please note, JLPAA administration and staff will not make copies of lesson plans and work for certificated staff due to Substitute Lesson Plans not being on file in the Main Office. If these Substitute Lesson Plans are not on file and a disruption of the school day results, teachers may be subject to disciplinary action, including, but not limited to a worker-supervisor conference.

If it is necessary to be late, employees of JLPAA telephone the school and/or the Principal as soon as possible to alert JLPAA, so that class coverage can be arranged.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Principal and providing appropriate documentation will be considered a voluntary resignation from employment.

## **Time Cards/Records**

By law, the School is obligated to keep accurate records of the time worked by non-exempt employees. Such employees shall keep be required to utilize the School's time card system.

Non-exempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All non-exempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Non-exempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the Principal to make the correction and both the employee and the Principal must initial such correction.

No one may record hours worked on another's worksheet. Any employee, who tampers with his/her own time card, or another employee's time card, may be subjected to disciplinary action, up to and including release from at-will employment with the School.

#### **Use of E-Mail, Voicemail and Internet Access**

JLPAA will permit employees to use its electronic mail, voicemail systems, and Internet access subject to the following:

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

#### **Personal Business**

JLPAA's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the

immediate dialing area. Do not use School material, time or equipment for personal projects.

### **Social Media**

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

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

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

### **Personal Appearance/Standards of Dress for Faculty Members; PERSONNEL – CERTIFICATED AND NON-CERTIFICATED**

The Board of Directors believes that teachers serve as role models. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

The Board of Directors encourages staff, during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all staff shall adhere to the following standards of dress:

- 1) Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three inches above the knee.
- 2) Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection (Cal. Ed. Code § 35183.5). All hats are to be removed upon entering school buildings. For exceptions to this policy, the Principal must grant prior approval.



- 3) Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are not permitted. Shorts should be modest in length and should be no higher than three inches above the knee.
- 4) Skirts and dresses should be no higher than three inches above the knee.
- 5) All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- 6) For safety purposes, earrings must not dangle more than one inch below the ear.
- 7) Clothing or jewelry with logos that depict and/or promote gangs (as defined in Cal. Ed. Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- 8) Closed-toed shoes must be worn at all times. If closed-toed sandals are worn, they must have an ankle strap.

**Appropriate dress for female staff:**

- ☐ Dresses and skirts which are no shorter than three inches above the knee. Dress and skirts which are ankle length and tight enough to hinder walking are not acceptable attire. The slit of a dress or skirt must come no higher than three inches above the knee.
- ☐ Slacks and Capri pants may be worn in an appropriate manner. Capri pants must be below the knee. Physical education teachers may wear shorts. All other female staff will not wear shorts.
- ☐ No jeans or jean clothing of any color are acceptable.
- ☐ T-shirts are not allowed. Low cut blouses, see-through clothing, off the shoulder, halter style, tank tops, or clothing which reveals the midriff are not allowed. Sleeveless clothing must cover undergarments.
- ☐ Shoes and sandals without a back strap are unacceptable. Flip-flops are NOT allowed.
- ☐ Athletic shoes/sneakers are not allowed for nonphysical education teachers.
- ☐ Earrings on females are the ONLY visible piercing allowed.
- ☐ Hats are not to be worn inside.
- ☐ Tattoos that are considered offensive, racist, vulgar, show scenes of violence, drug-related, contain strong sexual imagery, gang related or contain obscene phrases may not be visible. Tattoos must be covered at all times.

**Appropriate dress for male staff:**

- ☐ Men must wear a polo shirt or button down shirt
- ☐ Physical education teachers may wear a collared sport/golf shirt.
- ☐ Slacks and casual dress pants are acceptable. Physical education teachers may wear shorts. All other male staff may not wear shorts.
- ☐ No jeans or jean shirts of any color are acceptable.
- ☐ T-shirts or tank tops are not allowed.
- ☐ Shoes and sandals without a back strap are unacceptable. Flip-flops are NOT allowed.
- ☐ Athletic shoes/sneakers are not allowed for nonphysical education teachers.

- ☐ Facial hair must be kept neat and clean. Hair length should not impair vision.
- ☐ Hats are not to be worn inside.
- ☐ Earrings on males are the ONLY visible piercing allowed.
- ☐ Tattoos that are considered offensive, racist, vulgar, show scenes of violence, drug-related, contain strong sexual imagery, gang related or contain obscene phrases may not be visible. Tattoos must be covered at all times.

By enacting this dress code policy, JLPAA recognizes that there are occasions when individuals may need to wear specific clothing due to medical reasons. When such is the case, the employee must provide the proper medical documentation that gives rise to the need for deviation from this dress code policy.

***Any employee deemed inappropriately dressed according to this dress code policy will be sent home until he/she returns with appropriate attire.***

### **Health and Safety Policy**

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

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

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

### **Criminal Background Checks**

As required by law, all individuals working or volunteering at the School will be required to submit to a background criminal investigation. No condition or activity will be permitted that may compromise the School's commitment that the safety and the well-being of students takes precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be convicted of a controlled substance or sex offense, or serious or violent felony, the employee must immediately report such a conviction to the Principal.

### **Tuberculosis Testing**

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

Food handlers will be required to have annual TB exams. Documentation of employee and volunteer compliance with TB exams will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the

supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

### **Blood Borne Pathogens Training**

All employees of the School must submit written proof of successful completion of Blood Borne Pathogens training within sixty (60) days of the start of their employment.

### **Security Protocols**

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

### **Occupational Safety**

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

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

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

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

### **Accident/Incident Reporting**

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

### **Reporting Fires and Emergencies**

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

# EMPLOYEE WAGES AND HEALTH BENEFITS

## Payroll Withholdings

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

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

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

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

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

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

## Overtime Pay

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

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or

in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

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

### **Paydays**

Paydays are scheduled on the fifth (10<sup>th</sup>) day and the twentieth (25<sup>th</sup>) day of each month. There are 10 regular pay periods per year for certificated employees. There are 12 regular paydays per year for Year-Round employees. If an employee observes any error in his or her check, it should be reported immediately to the Principal.

### **Wage Attachments and Garnishments**

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

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

### **Medical Benefits**

#### Eligibility

An employee is eligible for medical coverage if he or she is a full-time regular employee working for the School.

"Full-time" employee means that an employee is hired to work at least forty (40) regular hours per week. Temporary, part-time and internship employees are not eligible to participate in the plans.

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

#### When Coverage Starts

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

### **COBRA Benefits**

## Continuation of Medical and Dental

WHEN COVERAGE UNDER THE SCHOOL'S HEALTH PLAN ENDS, YOU OR YOUR DEPENDENTS MAY CONTINUE COVERAGE IN SOME SITUATIONS.

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

Medical coverage for you, your spouse, and your eligible dependent children can continue for up to 18 months if coverage ends because:

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

This 18-month period may be extended an additional 11 months if you are disabled at the time of your termination or reduction in hours if you meet certain requirements. This 18-month period also may be extended if other events (such as a divorce or death) occur during the 18-month period.

Your spouse and eligible dependents can continue their health coverage for up to 36 months if coverage ends because:

- You die while covered by the plan;
- You and your spouse become divorced or legally separated;
- You become eligible for Medicare coverage, but your spouse has not yet reach age 65; or
- Your dependent child reaches an age which makes him or her ineligible for coverage under the plan.

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

JLPAA will notify you or your dependants if coverage ends due to termination or a reduction in your work hours. If you become eligible for Medicare, divorced or legally separated, die, or when your child no longer meets the eligibility requirements, you or a family member are responsible for notifying the School within 30 days of the event. JLPAA will then notify you or your dependents of your rights.

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

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

- Premiums for continued coverage are not paid within 30 days of the due date;
- You (or your spouse or child) becomes covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition you (or your spouse or child, as applicable) may have;
- JLPAA stops providing group health benefits;
- You (or your spouse or child) become entitled to Medicare; or
- You extended coverage for up to 29-months due to disability and there has been a final determination that you are no longer disabled.



# **PERSONNEL EVALUATION AND RECORD KEEPING**

## **Employee Reviews and Evaluations**

Each employee will receive periodic performance reviews conducted by the Principal(s) and/or the Director of Instruction. Performance evaluations will be conducted annually, beginning in October and ending on or about April/May of each school year. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. 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 the Principal, and that you are aware of its contents.

Newly hired employees will have their performance goals reviewed by the Principal or Principal within the first ninety (90) days of employment.

Your salary and your potential for advancement will be based largely upon your job performance. On a periodic basis, the Principal, Principal, and/or the Director of Instruction will review your job performance with you in order to establish goals for future performance and to discuss your current performance. JLPAA's evaluation system will in no way alter the at-will employment relationship.

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

At the time of your employment, a personnel file is established for you. Please keep the Principal advised of changes that should be reflected in your personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact 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. You also have the right to obtain a copy of your personnel file as provided by law. You may add your comments to any disputed item in the file. JLPAA will restrict disclosure of your personnel file to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Principal. Only the Principal or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

# **HOLIDAYS, VACATIONS AND LEAVES**

## **Holidays**

JLPAA calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

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

## **Vacation**

Year-round employees/support staff accrue two (2) weeks paid vacation time per year. Unused vacation time carries over from year-to-year. All vacation time-off requests must be pre-approved by the Executive Director a minimum of 1 month before the planned vacation. Vacation time cannot be taken within the first month of school or around any of the holidays.

## **Unpaid Leave of Absence**

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

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

Medical, Dental, and Vision coverage will remain in force during a medical or worker's compensation leave of absence, provided the employee pays the appropriate premiums. Whether an employee is required to pay their own premiums will depend upon the length of their leave of absence. During a family/medical leave, Medical, Dental, and Vision benefits will remain in force provided the employee pays the appropriate premiums. Benefits are terminated the day any other type of leave begins.

## **Sick Leave**

Sick leave is a form of insurance 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. Time off for medical and dental appointments will be treated as sick leave. JLPAA will not tolerate abuse or misuse of your sick leave privilege.

JLPAA offers paid sick leave to regular full-time employees (that qualify). You will accrue paid sick leave at the rate of ten (10) allotted days per each school year. Accrued sick leave carries over from year to year. JLPAA **does** not pay employees in lieu of unused sick leave.

An employee who is absent longer than three (3) days due to illness, must submit medical evidence of illness and/or medical certification of their fitness to return to work satisfactory to the School will be required before the School honors any sick pay requests. JLPAA may withhold sick pay if it suspects that sick leave has been misused.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

## **Family Care and Medical Leave**

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

- **Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by the School for the last 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave.

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

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of 12 weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the

employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).

3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury.
4. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
5. To provide care to a covered service member (U.S. Armed Services) with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin of the employee. The employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
6. A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.

- Amount of FMLA Leave Which May Be Taken

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

- Pay during FMLA Leave

1. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period.
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted their sick leave, leave taken under FMLA shall be unpaid.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- **Health Benefits**

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

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

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

- **Seniority**

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

- **Medical Certifications**

1. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Failure to provide the

required certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request until such certification is provided.

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

- Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.
2. Employees should provide not less than thirty (30) days notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

7. In most cases, the School will respond to an FMLA leave request within two (2) days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within five (5) business days of receiving the request, absent extenuating circumstances. 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

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA leave taken because of his 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.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Limitations on Reinstatement

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



necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- **Employment during Leave**

An employee on FMLA leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment at the School.

## **Pregnancy Disability Leave**

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

- **Employee Eligibility Criteria**

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

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

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

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

- **Duration of Pregnancy Disability Leave**

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

Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

- **Pay during Pregnancy Disability Leave**

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

- **Health Benefits**

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

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
  - The employee is taking CFRA leave.
  - The continuation, recurrence or onset of a health condition entitles the employee to CFRA leave or other circumstance beyond the employee's control.

- Seniority

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

- Medical Certifications

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

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days or as short of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- **Return to Work**

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at the time reinstatement is requested). If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available, but filling that position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from a pregnancy disability leave of three days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- **Employment during Leave**

An employee on pregnancy disability leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment.

### **Industrial Injury Leave (Workers' Compensation)**

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

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

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

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

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

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

### **Military and Military Spousal Leave of Absence**

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

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

JLPAA will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

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

### **Bereavement Leave**

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

### **Jury Duty or Witness Leave**

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to provide work duties as assigned. For all non-exempt employees, the School will pay for up to three (3) days if you are called to serve on a jury.

### **Voting Time Off**

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will

be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Principal at least two (2) days notice.

### **School Appearance and Activities Leave**

As required by law, JLPAA will permit an employee who is a parent or guardian of school children, from kindergarten through grade twelve (12), or a child in a licensed day-care facility, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school. If more than one parent or guardian is an employee of JLPAA, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused sick time to be paid during the absence.

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

### **Bone Marrow and Organ Donor Leave**

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a 12-month period.

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

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

An employee must first use his or her earned but unused sick leave for bone marrow donation and two (2) week's worth of earned but unused sick leave for organ donation. If the employee has an insufficient number of sick days available, the leave will be considered unpaid.

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

### **Returning from Leave of Absence**

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



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

# DISCIPLINE AND TERMINATION OF EMPLOYMENT

## Rules of Conduct

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

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

21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.

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

### **Off-Duty Conduct**

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

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

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

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. JLPAA shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

### **Termination of Employment**

Should it become necessary for you to terminate your at-will employment with the School,

please notify the Principal regarding your intention as far in advance as possible. At least two (2) weeks notice is expected whenever possible.

When you terminate your at-will employment, you will be entitled to all earned but unused vacation pay. If you are participating in the medical and/or dental plan, you will be provided information on your rights under COBRA.

## INTERNAL COMPLAINT REVIEW

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

Specific complaints of unlawful harassment are addressed under the School's "Policy Against Unlawful Harassment."

### **Internal Complaints**

(Complaints by Employees Against Employees)

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

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

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

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

### **Policy for Complaints Against Employees**

(Complaints by Third Parties Against Employees)

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

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

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

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

#### **General Requirements**

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

## **AMENDMENT TO EMPLOYEE HANDBOOK**

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

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

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

## APPENDIX A

### HARASSMENT COMPLAINT FORM

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

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

*Please review the School's policies concerning harassment for a definition of harassment and a description of the types of conduct that are considered to be harassment.*

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

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

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

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you believe sexually harassed you or someone else: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

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



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Complainant

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

\_\_\_\_\_  
Print Name

Received by: \_\_\_\_\_

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

## APPENDIX B

### COMPLAINT FORM

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

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

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

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

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

Signature of Complainant \_\_\_\_\_

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

Print Name \_\_\_\_\_

To be completed by School:

Received by: \_\_\_\_\_

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

## APPENDIX C

### TEACHER COMPACT

It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, students and community representatives, the following are agreed upon roles and responsibilities that we as partners will carry out to support student success in school and in life.

#### Staff Pledge

I agree to carry out the following responsibilities to the best of my ability:

- ☐ Provide high-quality curriculum and instruction.
- ☐ Endeavor to motivate my students to learn.
- ☐ Have high expectations and help every child to develop a love of learning.
- ☐ Communicate regularly with families about student progress.
- ☐ Provide a warm, safe, and caring learning environment.
- ☐ Provide meaningful, daily homework assignments to reinforce and extend learning (30 minutes for grades 1-3 and 60 minutes for grades 4-6).
- ☐ Participate in professional development opportunities that improve teaching and learning and support the formation of partnerships with families and the community.
- ☐ Actively participate in collaborative decision making and consistently work with families and my school colleagues to make schools accessible and welcoming places for families which help each student achieve the school's high academic standards.
- ☐ Respect the school, students, staff and families.

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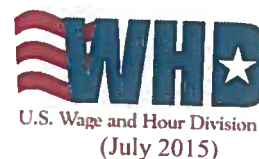
Teacher Print

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Teacher Signature

**APENDIX D**  
**FACT SHEET**  
**#28B**

**U.S. Department of Labor**  
**Wage and Hour Division**



**Fact Sheet #28B: FMLA leave for birth, placement, bonding, or to care for a child with a serious health condition on the basis of an “*in loco parentis*” relationship**

The Family and Medical Leave Act (FMLA) entitles an eligible employee to take up to 12 workweeks of job-protected unpaid leave for the birth or placement of a son or daughter, to bond with a newborn or newly placed son or daughter, or to care for a son or daughter with a serious health condition. See [29 USC 2612\(a\)\(1\)](#).

This Fact Sheet provides guidance on an employee’s entitlement to FMLA leave to bond with or care for a child to whom the employee stands “*in loco parentis*.” You may also wish to review [Fact Sheet #28C](#) on FMLA leave to care for a parent on the basis of an *in loco parentis* relationship.

**FMLA definition of “son or daughter”**

The FMLA defines a “son or daughter” as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in *loco parentis*. See [29 USC 2611\(12\)](#). The broad definition of “son or daughter” is intended to reflect the reality that many children in the United States live with a parent other than their biological father and mother. Under the FMLA, an employee who actually has day-to-day responsibility for caring for a child may be entitled to leave even if the employee does not have a biological or legal relationship to the child.

The definition of “son or daughter” is limited to children under the age of 18 or 18 years of age or older and incapable of self-care because of a mental or physical disability. See [29 USC 2612\(12\)](#). The FMLA military leave provisions have specific definitions of son or daughter that are unique to those provisions. See [29 C.F.R. § 825.122\(g\), \(h\)](#).

**What does *in loco parentis* mean under FMLA?**

*In loco parentis* refers to a relationship in which a person puts himself or herself in the situation of a parent by assuming and discharging the obligations of a parent to a child. The *in loco parentis* relationship exists when an individual intends to take on the role of a parent to a child who is under 18 or 18 years of age or older and incapable of self-care because of a mental or physical disability. Although no legal or biological relationship is necessary, grandparents or other relatives, such as siblings, may stand *in loco parentis* to a child under the FMLA as long as the relative satisfies the *in loco parentis* requirements.

Under the FMLA, persons who are *in loco parentis* include those with day-to-day responsibilities to care for or financially support a child. Courts have indicated some factors to be considered in determining *in loco parentis* status include:

- the age of the child;

- the degree to which the child is dependent on the person;
- the amount of financial support, if any, provided; and
- the extent to which duties commonly associated with parenthood are exercised.

FS 28B

The fact that a child has a biological parent in the home, or has both a mother and a father, does not prevent an employee from standing *in loco parentis* to that child. The FMLA does not restrict the number of parents a child may have. **The specific facts of each situation will determine whether an employee stands *in loco parentis* to a child.**

### **Examples of *in loco parentis***

Examples of situations in which FMLA leave may be based on an *in loco parentis* relationship include:

- A grandfather may take leave to care for a grandchild whom he has assumed ongoing responsibility for raising if the child has a serious health condition.
- An aunt who assumes responsibility for caring for a child after the death of the child's parents may take leave to care for the child if the child has a serious health condition.
- A person who will co-parent a same-sex partner's biological child may take leave for the birth of the child and for bonding.

### **What may be required to document an *in loco parentis* relationship?**

The employer's right to documentation of family relationship is the same for an individual who asserts an *in loco parentis* relationship as it is for a biological, adoptive, foster or step parent. Such documentation may take the form of a simple statement asserting the relationship. For an individual who stands *in loco parentis* to a child, such statement may include, for example, the name of the child and a statement of the employee's *in loco parentis* relationship to the child. An employee should provide sufficient information to make the employer aware of the *in loco parentis* relationship. See 29 CFR § 825.122.

### ***In loco parentis* status and other FMLA requirements**

*In loco parentis* status under the FMLA does not change the law's other requirements, such as those regarding coverage, eligibility, and qualifying reasons for leave. All requirements must be met for FMLA protections to apply. An employee asserting a right to FMLA leave for birth, bonding, or to care for a child for whom he or she stands *in loco parentis* may be required to provide notice of the need for leave and to submit medical certification of a serious health condition consistent with the FMLA regulations.

### **Where to Obtain Additional Information**

For additional information about the FMLA, visit the Wage and Hour Division Website, <http://www.wagehour.dol.gov> and/or call our toll-free helpline, 1-866-4-USWAGE (1-866-487-9243) available 8 a.m. to 5 p.m. in your time zone.

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

**U.S. Department of Labor**  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

**1-866-4-USWAG**  
TTY: 1-866-487-924  
**Contact Us**

## **APENDIX E**

### **Hiring Policy**

#### **Hiring Policy: Hiring Family Members**

Julia Lee Performing Arts Academy is an equal opportunity employer and hires individuals based solely on their qualifications and ability to do the job to be filled.

#### **Procedures**

1. Julia Lee Performing Arts Academy will consider a member of an employee's immediate family for employment if the applicant possesses all of the qualifications for employment for the position. An immediate family member may not be hired, if the employment would create a direct supervisor/subordinate relationship with a family member, this criteria will also be considered when assigning, transferring or promoting an employee. For purposes of this policy, "immediate family" includes the employee's spouse, brother, sister, mother, father, stepmother, stepfather, children, stepchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law and any other member of the employee's household.
2. Employees who marry or become members of the same household may continue employment as long as there is not a direct supervisor/subordinate relationship between the employees. Should the above situations occur, Julia Lee Performing Arts Academy will attempt to find a suitable position within the company to which one of the affected employees may transfer. If accommodations of this nature are not feasible, the affected employees will be permitted to determine which of them will resign.

## ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE PRINCIPAL.

EMPLOYEE NAME: \_\_\_\_\_

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

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

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

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please retain this copy for your records.**



## ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE PRINCIPAL.

EMPLOYEE NAME: \_\_\_\_\_

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

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

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Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please sign/date, copy, and return to the Principal.**