



# **2025-2026 Employee Handbook**

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## **EMPLOYMENT POLICIES**

### **Introductory Statement**

All employees of Oakland School for the Arts (OSA) are important members of a team effort. The success of OSA depends upon the dedication of our employees.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. The Executive Director or Director of Human Resources will be happy to answer any and all questions.

If you are in a represented position, your Collective Bargaining Agreement (CBA) controls in any case where it conflicts with this handbook. Handbook provisions that do not conflict with the CBA, however, continue to apply. If you have any question about whether your position is represented, or whether any specific provision of this handbook is applicable to you, please contact the Director of Human Resources and/or your union for clarification.

### **Right to Revise**

This employee handbook contains the employment policies and practices of OSA in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda (except for any CBA applicable to represented employees) are superseded.

OSA reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, subject only to satisfaction of any applicable bargaining obligations under state law.

Any written changes to this handbook will be made available to all employees so that employees will be aware of the new policies or procedures. No one is authorized through oral statements or representations to alter the provisions of this handbook.

### **At-Will Employment Status**

OSA employees are employed on an at-will basis unless they have achieved "Established Employee" status under the applicable CBA. Employment at-will means that the employment relationship and all terms and conditions of employment may be terminated or changed, with or without cause and with or without advance notice, at any time, by the employee or OSA. Nothing in this handbook shall limit OSA's right to terminate at-will employment.

No manager, supervisor, or employee of OSA has any authority to enter into an agreement for employment for any specified period of time, or to make an agreement for employment on other than at-will terms.

Nothing in this at-will statement is intended to interfere with any employee's rights to communicate or work with others concerning the terms and conditions of their employment.

### **Equal Opportunity**

It is OSA's policy to comply with all applicable equal employment opportunity ("EEO") laws by making all employment decisions without unlawful regard or consideration of any individual's race (including traits historically associated with race, including, but not limited to, hair texture and

protective hairstyles), color, religious creed, religious belief or observance (including religious dress and grooming), sex, gender, gender identity, gender expression, age, national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9), ancestry, citizenship, physical or mental disability, medical condition, marital or domestic partner status, military or veteran status, sexual orientation, pregnancy or perceived pregnancy, breast-feeding and medical conditions related to breast-feeding, genetic information or characteristics (or those of a family member), or any other basis protected by applicable federal, state or local law. OSA also prohibits discrimination, harassment, and disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics or because they are, or are perceived to be, associated with a person who has (or is perceived as having) any of those characteristics.

It is the responsibility of every employee, independent contractor, and consultant to ensure that discrimination on any of these unpermitted bases does not occur in the workplace. OSA will not discriminate against or allow harassment of any employee, applicant, unpaid intern, or volunteer for associating with individuals in a protected category or because the employee sympathizes with, encourages, or participates in groups organized for the protection or assertion of rights related to a protected category. The Director of Human Resources is responsible for the implementation of this policy. Any questions or concerns regarding this policy should be directed to the Director of Human Resources.

### **Disabilities**

As part of its policy to comply with all applicable EEO laws, OSA not only prohibits discrimination in employment against otherwise qualified applicants and employees on account of a physical or mental disability, but also prohibits discrimination based on a perception of such disability, or association with persons who have or are perceived to have such a disability. In addition, OSA will provide reasonable accommodation to individuals with a known physical or mental disability if such accommodation would not impose an undue hardship on OSA, and would enable the individual to apply for, or perform the essential functions of, the position in question.

It is the responsibility of every applicant or employee with a physical or mental disability to make their need for reasonable accommodation known to OSA by submitting a written request for accommodation to the Director of Human Resources.

### **Immigration Compliance**

OSA does not discriminate against any individual because of national origin, citizenship, or intent to become a U.S. citizen in compliance with the Immigration Reform and Control Act of 1986. It is, however, the policy of OSA to only employ individuals who are authorized to work in the United States. To meet this obligation, as a condition of employment you must provide the Human Resources Department with documentation establishing your identity and legal right to work in the United States within three (3) working days after your hire date. If you have not completed this verification within three (3) days, you may not work until the verification process has been completed. If you do not complete the verification process within a reasonable time period, your offer of employment may be revoked.

The Human Resources Department will monitor the expiration dates of identity and legal authorizations to work in the United States. You must keep such documentation updated throughout your employment to maintain your continued employment status. You must also promptly notify the Director of Human Resources of any change in your immigration status.

If your right to work documentation expires, you will be put on inactive status, and you will have five (5) business days to submit renewed documentation of your right to work. If you do not do so, we are required to terminate your employment.

### **Relationships Between Employees**

Some situations can create conflicts of interest requiring OSA to take the employee's relationship with another employee into account.

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

A supervisor should avoid forming special social relationships with or dating any employee they are assigned to supervise.

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

### **Anti-Harassment Policy**

#### **Statement of Philosophy**

OSA has a longstanding commitment to a work environment that respects the dignity and worth of each individual. Inappropriate workplace behavior and unlawful harassment create conditions that are wholly inconsistent with this commitment. The purpose of the policy set forth below is to foster a work environment that is free from all forms of unlawful harassment, whether that harassment is because of race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), color, religious creed, religious belief or observance (including religious dress and grooming), age, national origin, ancestry, citizenship, actual or perceived physical or mental disability, medical condition, marital or domestic partner status, military or veteran status, pregnancy or perceived pregnancy, breastfeeding and medical conditions related to breastfeeding, genetic information or characteristics (or those of a family member), actual or perceived sex, gender, gender identity, gender expression, or sexual orientation, association with a person who has or is perceived to have any of these characteristics, or any other basis protected by applicable federal, state or local law.

#### **Discriminatory Harassment Prohibited**

Discriminatory harassment, including sexual harassment, will not be tolerated by OSA. This policy applies to all harassment occurring in the work environment, whether on OSA premises or in any OSA-related setting, and applies regardless of the actual or perceived gender, sex, or sexual orientation of the individuals involved. OSA prohibits unlawful harassment by any employee of OSA, including supervisors and coworkers, as well as by third parties such as vendors.

#### **Sexual Harassment Defined**

For purposes of this policy, sexual harassment is defined to include unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment; or

- Submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual; or
- Such conduct unreasonably alters working conditions so as to make it more difficult to do the individual's job; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Some examples of what may constitute sexual harassment include:

- Threatening to take, or taking, employment actions such as discharge, demotion or reassignment, if sexual favors are not granted;
- Demands for sexual favors in exchange for favorable or preferential treatment;
- Unwelcome or repeated flirtations, propositions, or advances;
- Unwelcome physical contact;
- Whistling, leering, or improper gestures;
- Use of sex, gender, or sexual orientation related stereotypes;
- Offensive, insulting, derogatory or degrading sexual remarks;
- Unwelcome comments about appearance;
- Sexual jokes or use of sexually explicit or offensive language;
- Gender, sex or sexual orientation based pranks;
- Display in the workplace of sexually suggestive objects or pictures.

The above list of examples is not intended to be all-inclusive. An act may be sexual harassment regardless of the sex, sexual desire, gender, gender identity, gender expression, sexual orientation, or intent of the harasser. Care should also be taken in informal situations, including OSA parties and school trips.

#### **Other Harassment Defined**

For purposes of this policy, other harassment includes unlawful harassment on the basis of any protected characteristic other than sex or gender, including race (including traits historically associated with race, including, but not limited to, natural hair texture or protective hair-styles), color, religious creed, religious belief or observance (including religious dress and grooming), age, national origin, ancestry, citizenship, physical or mental disability, medical condition, marital or domestic partner status, military or veteran status, pregnancy or perceived pregnancy, breast-feeding and medical conditions related to breast-feeding, genetic information or characteristics (or those of a family member), actual or perceived sexual orientation, or any other basis protected by applicable federal, state or local law.



Unlawful harassment in employment may take many different forms. Examples include, but are not limited to:

- **Verbal conduct** such as epithets, derogatory comments, slurs or unwanted comments and jokes;
- **Visual conduct** such as derogatory posters, cartoons, drawings or gestures;
- **Physical conduct** such as assault, blocking normal movement, restraint, touching or other physical interference with work directed at an individual; or
- **Threats and demands** to submit to certain non-work-related conduct or perform certain non-work-related actions in order to keep or get a job, to avoid some other loss, or as a condition of job benefits, security, or promotion.

### **Reporting Discriminatory Harassment**

If an employee believes that they are the subject of harassment or discrimination on any of the bases enumerated above, or if they have observed or believe they observed such harassment or discrimination, the employee should contact the Executive Director or the Director of Human Resources, by telephone or in person, or set forth the particulars in a memorandum to either of them.

### **Investigation**

When an employee reports harassment as specified above, OSA will investigate and take corrective action as warranted under the circumstances, and consistent with the requirements of any applicable CBA in cases where the reporting or accused employee is employed in a represented position. It is a condition of employment that employees cooperate with all OSA investigations. The steps to be taken during the investigation are not fixed in advance, but instead will vary depending upon the nature of the allegations. OSA will utilize appropriate documentation and tracking to ensure reasonable progress, timely response to the complaint, and timely closure of the investigation. Such investigation will remain confidential to the extent possible. However, OSA may need to disclose certain information in connection with the investigation and corrective measures taken.

### **Resolving the Matter**

Should the investigation reveal that harassment has occurred, OSA will take appropriate remedial action to correct the situation. This action may include, but is not limited to, oral or written warning, referral to formal counseling, disciplinary suspension or probation, or discharge from OSA employment. In addition, OSA may choose to take action notwithstanding a conclusion that the alleged conduct did not violate this policy nor the law, if it was nonetheless determined to be unprofessional or to have impermissibly interfered with the work environment. For represented employees OSA shall comply with the applicable provisions of the CBA.

### **Non-Retaliation**

An individual who reports incidents that they, in good faith, believe to be violations of this policy, or who is involved in the investigation of harassment, will not be subject to reprisal or retaliation. Retaliation is a serious violation of this policy and should be reported immediately. The report and investigation of allegations of retaliation will follow the procedures set forth in this policy. Any person found to have retaliated against an individual for reporting discriminatory harassment or

participating in an investigation of allegations of such conduct will be subject to appropriate disciplinary action.

### **Training**

To assure that employees understand this policy and their obligations under it, OSA may periodically conduct training relating to the policy and its implementation. Moreover, all California-based employees are required to attend mandatory sexual harassment training, including a component on abusive conduct, as well as harassment based on gender identity, gender expression, and sexual orientation, in accordance with applicable law. The DFEH regularly holds sexual harassment online training courses, which may be accessed at <https://www.dfeh.ca.gov/resources/>

### **Agency Complaint Procedure**

In addition to the Company's internal complaint procedure, employees should also be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California State Department of Fair Employment and Housing (DFEH) investigate, and in appropriate cases prosecute, complaints of harassment, discrimination, and retaliation in employment. The EEOC and DFEH may, after a hearing, award damages to individuals actually injured as a result of such conduct, as well as other remedies. Information about the EEOC complaint procedure can be found on its website ([www.eeoc.gov](http://www.eeoc.gov)), or by calling 1-800-669-4000 (English), or 1-800-669- 6820 (TTY). Information about the DFEH can be found on its website ([www.dfeh.ca.gov](http://www.dfeh.ca.gov)), or by calling 1-800-884-1684 (English), or 1-800- 700-2320 (TTY).

### **Communication**

This policy is part of OSA's overall commitment to open communication. OSA encourages any employee with workplace concerns of any nature (including, but not limited to, any alleged discrimination) to bring those concerns to the attention of the Executive Director or Director of Human Resources, and/or to consult with their union.

### **Employment Categories**

#### **Regular Full-time Employees**

Regular full-time employees include all persons who are employed with the expectation of ongoing employment and (1) are regularly scheduled for and typically work a minimum of forty (40) hours (1.0 FTE) per week, or (2) are classroom teachers who are assigned to regularly teach a minimum of five (5) classes (or have duties equivalent to five (5) classes or more). Regular full-time year-round salaried employees are compensated based on 40 hours of work per week. Regular full-time 11-month school-year employees are compensated based on one-hundred and eighty-six (186) days of work at eight (8) hours of work per day (1488 hours per year), divided by the number of weeks in their contracted work year. Regular full-time hourly employees are compensated based on hours actually worked or otherwise in paid status.

#### **Regular Part-time Employees**

Regular part-time employees include all persons who are employed with the expectation of ongoing employment and (1) are regularly scheduled for and typically work a set number of hours per week lower than forty (40) (1.0 FTE) or (2) are classroom teachers who are assigned to regularly teach fewer than 5 classes (or have duties equivalent to fewer than five (5) classes). Regular part-time salaried employees are compensated for a proportional number of hours of work

per week based on their assigned FTE. Regular part-time hourly employees are compensated based on hours actually worked or in paid leave status.

### **Regular Hourly "As Needed" Employees**

Regular hourly "as needed" employees are employed with the expectation of ongoing employment but for a variable number of hours per week based on actual need. They are paid only for hours worked and are not eligible for employee benefits except as mandated by applicable law or CBA provisions.

### **Temporary Employees**

Temporary employees are persons employed on a full or part-time basis without any expectation of ongoing employment for a specific short-term assignment or need. A temporary employee does not become a regular employee just by virtue of working beyond the time frame initially anticipated, unless doing so results in them achieving "established employee" status under the express terms of an applicable CBA. Otherwise, a worker will only change from temporary to regular employee if so advised in writing by the Director of Human Resources. Temporary employees are not eligible for employee benefits except those mandated by applicable law or CBA provisions.

### **Long Term Substitutes**

Long Term Substitutes are teachers specifically hired to substitute as the teacher of record (1) while a regularly employed OSA teacher is on a leave of absence, or (2) pending OSA's recruitment to fill an open position. See "Certificated" Unit CBA for specific provisions relating to employment of Long Term Substitutes.

### **School Year vs. Year-Round Employment**

Depending on their specific positions and duties, OSA employees may be employed as either "School Year" or "Year-Round" employees.

"School Year" employees are expected to work either ten (10) or eleven (11) months during each school year, from August 1 through the end of either May or June in the following calendar year. Full-time "10 month" employees are generally expected to work one-hundred and eighty-six (186) workdays in each school year, and if salaried are (depending on specific position) paid their full annual salary over either ten (10) or eleven (11) months. Full-time "11 month" employees are generally expected to work two-hundred and sixteen (216) workdays in each school year, and if salaried are paid their full annual salary over eleven (11) months.

"Year-Round" employees work for twelve (12) months per year, and if salaried are paid their annual salary over all twelve (12) months.

### **Exempt Status**

#### **Exempt Employees**

Exempt employees are not subject to the overtime requirements of the Fair Labor Standards Act ("FLSA") and state law. As such, exempt employees are not eligible to receive overtime pay, regardless of the amount of time worked in any day or workweek. Salary is designed to compensate exempt employees for all hours required to perform the job.

Generally, exempt OSA employees include managers, administrators, and professionals whose job responsibilities and salaries meet certain criteria and/or guidelines established by the FLSA and state law.

### **Non-exempt Employees**

Non-exempt employees are all other personnel not classified as exempt. Non-exempt employees are subject to the provisions of the FLSA and, in California, the applicable California Wage Order and California Labor Code provisions. Non-exempt employees must receive at least the minimum wage and may be paid either on an hourly or salaried basis. Non-exempt employees are eligible for overtime pay for all overtime hours worked, consistent with federal and state law.

### **Duties**

The school administration will establish job responsibilities and expected performance standards for employee areas of responsibility. General duties are set forth in employees' employment offer letters and/or job descriptions. OSA reserves the right to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities at any time, with or without notice, as determined by the needs of the school, subject only to applicable bargaining obligations for represented employees. Cooperation and assistance in performing special projects may be necessary.

### **Work Hours and Schedules**

#### **OSA Business Hours**

OSA is normally open for business between the hours of 7:00 am and 5:00 pm, Monday through Friday. Supervisors assign individual work schedules, and expected hours of work are generally either (1) set forth in employees' individual offer letter or addendums, or (2) controlled by the applicable CBA. Unless otherwise specified or agreed upon in writing, the expected workday for full-time employees is eight (8) hours of working time per day, five (5) days per week, plus an unpaid meal period of at least thirty (30) full, uninterrupted minutes.

#### **Workweek/Work Day**

For payroll purposes, the workweek begins at 12:01 a.m. Sunday and ends at 12:00 am the following Sunday (e.g., midnight Saturday night). The workday begins at 12:01 a.m. and ends at midnight each day.

OSA expects its teachers to work a professional day. As such, they are expected to arrive fifteen (15) minutes prior to the start of their first class or first scheduled meeting. For represented employees the terms of the CBA shall apply.

In addition to class time, teachers employed to teach at 0.6 FTE or higher are expected to attend all meetings, including but not limited to staff meetings, professional development, office hour/tutoring time, 504 teams, IEPs, parent conferences, and collaboration sessions. Part-time teachers employed to teach below 0.6 FTE are encouraged to attend staff and professional development. If for any reason a teacher cannot attend a meeting, it is the teacher's responsibility to schedule and coordinate their attendance or excusals with the Principal or Assistant Principal. If a meeting is missed, it is the teacher's responsibility to arrange how they will receive needed information from missed meetings. Part-time teachers below 0.6 FTE are accountable for all information presented at meetings, and they should work with their department chairs to obtain any information they missed.

The school will provide teachers with a calendar of workdays and professional development days at the beginning of each school year.

### **Work During Student-Free Days**

During the school year, employees are required to be on campus on pupil-free days unless otherwise directed by their supervisor.

### **Work During Thanksgiving Week, Winter and Spring Break**

Student-facing employees are not required to be on campus during these breaks. All other employees are required to be on campus for their regularly scheduled work hours unless taking approved vacation time.

At least one (1) month prior to the start of each Thanksgiving, Winter and Spring break, hourly employees in the "Non-Certificated" bargaining unit shall be informed whether or not work hours are available during that break and may accept or decline such work as set forth in the applicable CBA.

### **Rest Breaks and Meal Periods**

Non-exempt employees are authorized and permitted to take one 10-minute paid duty-free rest break for each four (4) hours of work (or major fraction thereof). Rest breaks are authorized and permitted to be taken based on the length of your shift as follows:

- Shifts of less than 3 ½ hours – no rest breaks provided
- Shifts of 3 ½ to 6 hours – 1 rest break
- Shifts of more than 6 up to 10 hours – 2 rest breaks
- Shifts of more than 10 hours – 3 rest breaks
- Shifts of more than 14 hours – 4 rest breaks

Rest breaks should be taken as near to the middle of a four (4) hour work period as possible. Rest breaks may not be accumulated to obtain overtime pay or compensatory time off. Employees are expected to take their full rest breaks and should not work at all during the rest breaks. Employees should not answer work-related telephone calls, texts, pages or any other form of a request to work during a rest break. Personal devices should never be used for work purposes during a rest break. Employees are free to leave work premises during a rest break and are never required to be available to respond to work during the rest break.

It is the responsibility of non-exempt employees to take their rest breaks, and they are encouraged to do so, to get away from work, and to use the time for their own purposes. Any employee who is not permitted to take a rest break, or who is interrupted by work during a rest break, must immediately contact the Director of Human Resources to report the circumstances that prevented a rest break.

Employees who are scheduled to work more than five (5) hours in a given day are provided an unpaid meal break of not less than thirty (30) continuous minutes during which they are completely relieved of all work duties and OSA will not have control over their activities. Employees who work no more than six (6) hours per day can waive their unpaid meal periods, with the consent of OSA. OSA makes meal period waiver forms available to employees.

In the event a non-exempt employee works more than ten (10) hours in a day, he or she is provided a second unpaid meal break of not less than thirty (30) continuous minutes. Non-exempt

employees who work shifts of more than ten (10) hours but less than twelve (12) hours, and who have not already waived their first meal period, may waive the second meal period at the mutual consent of the employee and OSA.

The scheduling of meal breaks may vary by department, but the first meal break must commence no later than the end of the fifth hour of work, and the second meal break no later than the end of the tenth hour of work. Thus, an employee who starts work at 7:00 am must begin the meal break no later than 12:00 pm. Any employee who does not begin their meal break before the end of the fifth hour shall be provided a thirty (30) minute meal break starting at the end of the fifth hour. For example, if an employee begins work at 7:00 am and does not begin a meal break on or before 12:00 pm, the period between 12:00 pm and 1:00 pm shall be the employee's meal break.

Non-exempt employees are expected to take their full meal breaks and not work at all; they should not answer work related calls, texts, pages or any other form of request to work during a meal break. Non-exempt employees are free to leave work premises during a meal break and are never required to be available to respond to work during the meal break. It is very important that employees take their meal breaks, get away from work, and use the time for their own purposes. Any employee who is not permitted to take a meal break or any non-exempt employee who is interrupted by work during a meal break must immediately contact the Director of Human Resources to report the circumstances that prevented a meal break.

Non-exempt employees are required to record all meal breaks that they take and are prohibited from working "off the clock" during their meal period.

Non-exempt employees who do not comply with this policy, who fail to take their meal or rest periods, or who fail to timely return to work following their meal or rest period, will be subject to disciplinary action, up to and including termination.

### **Lactation Breaks**

OSA supports any employee who chooses to breastfeed and will provide reasonable accommodations including a reasonable amount of break time during the workday to accommodate an employee's need to express milk. OSA recognizes that the schedule may need to vary over time. Therefore, break times for this purpose should, if possible, be taken concurrently with other break periods already provided, but may be scheduled as frequently as necessary. Any break time to express breast milk that does not run concurrently with the rest breaks described in the Meal/Rest Breaks Policy shall be unpaid for non-exempt employees.

OSA will provide designated rooms or other accommodations for employee privacy, in accordance with applicable law. OSA will provide a lactation area that is clean and free of hazardous materials, contains a chair and surface space for a breast pump, and has access to electricity. OSA will also provide, in close proximity to the employee's work area, access to a refrigerator where the employee can store breast milk and a sink with running water. Should the lactation area be made available for non-lactation uses, an employee's lactation breaks will take precedence over other uses and OSA will provide notice to other employees of the room's primary function.

An employee should notify the employee's supervisor or Director of Human Resources to request lactation accommodation under this Policy. OSA will respond to a request for lactation accommodation within five (5) business days. OSA will engage in an interactive process with any employee requesting accommodation under this Policy to determine the appropriate lactation break periods and location. Represented employees may, if they choose, be accompanied by a union representative during the interactive process. If, in response to a request for lactation

accommodation, OSA does not provide the required accommodation, OSA will provide the employee with a written response that identifies the basis upon which it has denied the request.

Retaliation against an employee for exercising rights under this Policy is prohibited.

### **Timekeeping Requirements**

Hourly and non-exempt employees must accurately record their time at the start and at the end of each work period using online timesheets. Any errors on timesheets should be reported immediately to the Director of Human Resources. Recording time on another employee's timesheet, allowing another employee to record time for the employee on their timesheet, or altering a timesheet is not permissible, and any employee doing so will be subject to disciplinary action, up to and including termination.

All working time must be completely and accurately recorded. Under no circumstance is a non-exempt employee ever permitted to perform work and not report it on timesheets. **If a non-exempt employee works, the time must be reported—no exceptions.** If employees work time that they fail to report, they must immediately report the time to their supervisor. Any non-exempt employee who feels pressure or is asked to work time and not report it must immediately report such circumstances to the Director of Human Resources.

### **Payment of Wages**

#### **Semi-monthly Payments**

There are two (2) pay periods per month. Payday for the period from the 1st to the 15th is on the 25th. Payday for the period from the 16th to the 31st is on the 10th of the following month. If a regular payday falls on a Saturday or Sunday, employees will be paid on the Friday before. If a regular payday falls on a holiday, employees will be paid on the last business day before the holiday. Any errors in pay should be immediately reported to the Director of Human Resources.

#### **Automatic Deposit**

OSA offers automatic payroll deposit for employees. Employees who choose to participate in this program do so voluntarily. To begin automatic payroll deposit, employees must submit a completed direct deposit authorization to the Director of Human Resources at least ten (10) days before the pay period for which the service will begin. Payroll deposit statements should be carefully monitored for the first two pay periods after the service begins.

To stop automatic payroll deposit, employees should address the Director of Human Resources in writing at least ten (10) days before the effective payday for which the service will end. Employees will receive a regular payroll check on the first payday after the receipt of the form, provided it is received no later than ten (10) days before the effective payday. Final paychecks will not be direct deposited and must be picked up at the school unless prior written authorization has been given to mail the final paycheck.

#### **Overtime**

Non-exempt employees may be required to work overtime as necessary. All overtime must be pre-approved by an employee's supervisor. Only actual hours worked in a given workday or work week apply in calculating overtime. OSA will attempt to distribute overtime evenly and accommodate individual schedules, and for represented employees it shall comply with all relevant CBA language regarding such distribution. The Executive Director, Principal, or their designees

must authorize all overtime work. OSA provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law, as follows:

- All hours worked in excess of eight (8) hours in one workday, forty (40) hours in one workweek, or seven (7) consecutive days in one workweek will 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 of work in one workweek, shall be paid at a rate one and one-half times (1.5x) the employee's regular hourly rate of pay
- Compensation for hours in excess of twelve (12) in one workday and in excess of eight (8) on the seventh consecutive workday in a workweek shall be paid at two times (2x) the employee's regular hourly rate of pay

Exempt employees are not paid by the hour, but rather for the job they perform. This applies to both full-time and fractional FTE employees. They may work hours beyond their normal schedules, as the demands of their position require. No overtime compensation is due or will be paid to exempt employees. If any exempt employee has any question regarding their exempt or non-exempt status, they should discuss the concern with the Director of Human Resources.

### **Personnel Records**

All employees have access to their personnel file. Represented employees should refer to the applicable CBA for specific provisions related to personnel file contents and access. Current and former employees or their representative may request to review and/or receive a copy of the employee's personnel records maintained by OSA and relating to the employee's performance or any grievance or complaint filed by the employee, by making a written request to the Director of Human Resources. OSA will make the personnel records available for inspection or provide a copy thereof within thirty (30) calendar days of a written request unless the parties agree to extend this deadline for up to five (5) additional days. Current employees may review or receive a copy of their personnel records at the main campus (530 18th Street Oakland CA) or at another mutually agreeable location, while former employees may review or receive a copy of their personnel records at the location where OSA stores the records unless the parties mutually agree in writing to a different location. Former employees may receive a copy of their personnel records by mail if they reimburse the OSA for actual postal and copying expenses.

OSA is required to comply with only one request per year by a former employee to inspect or receive a copy of their personnel records.

OSA will restrict disclosure of personnel files to authorized individuals within OSA. Any request for information contained in personnel files must be directed to the Executive Director or Director of Human Resources. Only the Director of Human Resources and Executive Director are authorized to release information about current or former employees.

### **Employee References**

All requests for references must be directed to the Director of Human Resources. By policy, OSA discloses only the dates of employment and the title of the last position held of former employees. OSA will inform prospective employers of the amount of salary or wage last earned if the employee has authorized this disclosure in writing.



## **Performance Evaluations**

Each employee may receive periodic performance reviews conducted by their supervisor. Official evaluations will usually be conducted annually, or as specified in the applicable CBA. Interim evaluations may also be conducted. The frequency and form of performance evaluations may vary depending upon representation status, bargaining unit, length of service, job position, past performance, changes in job duties, or recurring performance concerns.

Performance evaluations may review factors such as the quality and quantity of the employee's work, knowledge of the job, initiative, work attitude, and attitude toward others. Performance evaluations are intended to note progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. For represented employees, salary increases and promotions are subject to applicable CBA provisions. For unrepresented employees, salary increases and promotions are solely within the discretion of OSA. In all cases, eligibility for salary increases and promotions depends upon many factors in addition to performance.

After the review, employees are required to sign the evaluation report acknowledging receipt and discussion of content.

## **CONDITIONS OF EMPLOYMENT**

### **Conditions Applicable to All Employees**

Employment at OSA is subject to all applicable laws of the United States, the State of California, and the City of Oakland, to the lawful rules and regulations of the California State Board of Education, and to the rules, regulations, and policies of the OSA Board. Said laws, rules, regulations and policies may change from time to time without notice to the Employee and are hereby made a part of the terms and conditions of employment established by this handbook as though herein set forth.

For all employees, OSA employment is conditioned upon the Employee's ability to provide satisfactory documentary proof of their identity and ongoing right to work in the United States of America, and on their consent to, and satisfactory results of, reference and background checks.

### **Criminal Background Checks**

As a condition of employment, OSA requires all applicants to have a criminal background check from the Department of Justice and Federal Bureau of Investigation. OSA complies with all applicable laws regarding these background checks.

### **Tuberculosis Testing**

Employees transferring from other public or private schools must provide certification (risk assessment or intradermal tuberculin test) performed by a qualified medical practitioner showing that they were examined within the past four years and found to be free of communicable tuberculosis.

All other employees must provide certification (risk assessment or intradermal tuberculin test) performed by a qualified medical practitioner showing that they were examined within the past 60 days demonstrating the employee is free of active tuberculosis.

If an intradermal tuberculin test is positive, an X-ray of the lungs must be provided showing the employee is free of active tuberculosis.

No employee may work without a valid TB certificate on file showing the employee was examined and found to be free from active tuberculosis. If the certificate expires and the employee has not shown proof of a negative examination, the employee may not be at work until a valid certificate has been submitted to the human resources department. This may result in unpaid time off work.

### **Credential Requirements Specific to Academic A-G Core Subject Teachers**

Academic A-G Core subject teachers are required to represent and warrant that they possess and will maintain all necessary California Credentials, certificates, or permits, duly registered with the California Commission on Teacher Credentialing. They are also required to represent and warrant that as of the Effective Date of their employment, they will not be under contract with any other school district or public or private school entity in the State of California.

Academic A-G Core subject teachers are further required to represent and warrant that they will, with respect to each credential and any credential subsequently obtained:

- Immediately register each credential with all appropriate agencies, including the California Commission on Teacher Credentialing.
- Take and pass all examinations or continuing education courses that are now, or may be, required to maintain and/or renew each credential.
- Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.

Continuing employment with OSA is expressly subject to maintenance of each credential as stated above. Failure to maintain each credential may be treated by OSA, at its sole option, as grounds for immediate termination of Employee's employment.

## **CODE OF PROFESSIONAL PRACTICE AND ETHICAL CONDUCT**

### **I. General Policy Statement**

The purpose of this policy is to establish and uphold uniform standards of conduct for OSA employees. These rules shall be binding on every person employed by OSA. The standards of conduct listed in Section II of this policy are minimum standards; OSA expects all employees to exhibit the highest standards of honesty, integrity, morality, and fairness in all dealings with colleagues, parents/guardians, students, and the community.

OSA expects its Employees to serve as positive role models for students and to engage only in conduct and behavior that will contribute to a healthy school atmosphere. Employees are expected to perform their jobs in a competent and ethical manner, without violating the public trust or applicable laws, policies, and/or regulations. Employees are expected to avoid engaging in any conduct that creates or gives the appearance to the public of creating a conflict of interest with their job responsibilities with OSA.

At OSA, we hold our employees to the highest standards of professionalism, ethical behavior, and lawful conduct. All employees must perform their duties with competence, integrity, and diligence, following all applicable laws, policies, and regulations. Any conduct that involves immorality,

misconduct in office (e.g., failing to report suspected child abuse), insubordination, incompetence, or willful neglect of duty is strictly prohibited and may lead to disciplinary action, up to and including termination.

This document reflects the consolidated expectations, responsibilities, and behavioral standards for all OSA employees. Specific examples provided throughout are illustrative and not exhaustive.

## **II. Standards of Professional Conduct**

OSA expects all employees to comply with all applicable professional standards established by federal, state, and local governing bodies, as well as any other standards generally recognized by members of the employee's profession. Deliberate disregard of generally recognized professional standards in the following areas is a violation of OSA's ethical standards, and may result in discipline up to and including termination:

- Service as a positive role model for students, parents, and the community;
- Assessment, treatment, instruction, or supervision of students;
- Employment or evaluation of personnel; and
- Management of funds or property.

OSA expects all employees to act honestly and with an appropriate duty of care for the students, community, school and school property. Employees shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of their duties.

All employees are expected to represent their own or others' experience or credentials accurately. This includes avoiding misrepresentation of student performance. Employees shall not deliberately falsify, misrepresent, or omit material information concerning any of the following:

- Professional qualifications;
- Application or recommendation for employment, promotion, or licensure;
- Completion of college or staff development credit;
- Evaluation or grading of students or personnel;
- Application or recommendation for college or university admission or scholarship, grant, academic award or similar benefit;
- Submission of financial or program compliance reports submitted to state, federal, or other governmental or oversight agencies;
- Submission of information in the course of an official inquiry by the OSA Board or leadership; and/or
- Submission of information in the course of an investigation by a law enforcement agency, child protective services, or any other agency with the right to investigate.

Employees are prohibited from improper financial arrangements and conflicts of interest.  
Employees may not:

- Engage in or have financial interest in any activity that conflicts with their job duties
- Solicit current students or families to purchase goods/services in a private remunerative capacity
- Tutor for remuneration students currently assigned to their class(s), unless approved by the Principal or Artistic Director.
- Accept any compensation, benefit, or thing of any value other than their regular compensation for the performance of any service that they are required to offer in the normal scope of employment at OSA.
- Accept gifts from any person or group desiring to do or doing business with OSA, unless such gifts are instructional products or advertising items of nominal value that are widely distributed.
- Accept gifts or tokens of minimal value offered and accepted openly from students, parents, or other persons in recognition or appreciation of service.
- Misuse public funds or property, funds of a school related organization, or colleague's funds. The employee shall account for funds collected from students, colleagues, or parents/legal guardians. The employee shall not submit fraudulent requests for reimbursement, expenses, or pay.

Employees must:

- Report to work on time as scheduled, work as long as expected, follow leave procedures, and use work time for performance of OSA responsibilities
- Complete work assignments in an appropriate, satisfactory, and timely manner and follow OSA procedures and guidelines, as well as the instructions, directions, and orders of supervisors and administrators
- Maintain the confidentiality of information obtained through work, including employee and student records
- Dress professionally and maintain a positive, respectful work environment
- Maintain cleanliness and organization in OSA workspaces
- Attend required professional development and maintain valid certification/licensure
- Submit timely, accurate reports (e.g., attendance, gradebook)
- Exercise fiscal responsibility and safeguard OSA property
- Avoid conflicts of interest and self-dealing

- Operate school-sponsored trips within OSA policies and obtain appropriate approval
- Conduct private life activities (including social media use) in a manner not prejudicial to their effectiveness as OSA employees

OSA employees are expected to maintain the highest standards of ethical conduct and professional boundaries in all interactions with students. Staff must:

- Build respectful, positive relationships that support student learning
- Maintain appropriate professional boundaries, avoiding behavior that could be seen as grooming or romantic
- Use only appropriate physical contact (e.g., high fives, pats on the back) and avoid all forms of corporal punishment or physical discipline
- Communicate electronically with students only for school-related purposes and only via approved platforms
- Report suspected abuse or neglect immediately and never interfere with mandated reporting

Unacceptable behaviors include:

- Discriminating against students based on legally protected characteristics
- Verbal or non-verbal actions to humiliate, harass, or intimidate students Using sexual or offensive humor
- Making derogatory comments about a student's identity or background
- Shaming or belittling students for appearance, dress, or family background
- Engaging or attempting to engage in romantic/sexual relationships with students
- Showing or discussing inappropriate or sexual content
- Being alone with students in private, unsupervised settings
- Engaging in secretive, non-school-related communications or social media interactions

Recommended practices include:

- Modeling respectful, professional behavior
- Keeping conversations school-related
- Meeting with students in visible, open-door settings
- Notifying supervisors of any incidents impacting student well-being

When engaging with colleagues, families, and the community, employees must:

- Treat all individuals with respect and fairness
- Avoid gossip, personal attacks, and unprofessional conduct
- Maintain a collaborative, inclusive, and civil work environment
- Uphold OSA's core values of Value, Uplift, and Honor

#### Communication Expectations

- Respond to external communications (students/families) within 48 hours
- Respond to internal emails within 48 hours and regularly monitor Slack
- Teachers are not expected to monitor Slack during instruction but should respond during non-instructional time within 24 hours

Employees must never subject students to abuse and/or sexual exploitation. Abuse includes but is not limited to:

- Any inappropriate use of language that is considered profane, vulgar or demeaning;
- Any racist, sexist, homophobic, transphobic, or other hate speech;
- Any sexual act or sexual contact with a student;
- Any solicitation of a sexual act, whether written, verbal, or physical;
- Any act of child abuse;
- Any act of sexual harassment;
- Any act of exposing students to sexually explicit language or media; and/or
- Any intentional solicitation, encouragement, or consummation of a romantic or physical relationship with a student of any age (including "dating").

Employees shall not:

- Be under the influence of, possess, use, or consume, on school premises or at any school sponsored activity any controlled substance, including marijuana, without a prescription authorizing the use of that substance;
- Be under the influence of, possess (other than sealed original containers of alcohol or cannabis), use, or consume any alcoholic beverage or non-prescribed controlled substance on school premises or at a school-sponsored activity involving students;
- Furnish alcohol or a controlled substance to any student, except as indicated in the professional duties of administering legally prescribed medications;
- Commit any criminal act or any felony;

- Willfully or maliciously violate the constitutional or civil rights of a student, parent/legal guardian, or colleague, or fail to take reasonable care to avoid violating such constitutional or civil rights; or
- Directly or indirectly threaten to use their official authority in any manner that interferes or discriminates against any subordinate or any other employee who in good faith brings legitimate concerns to OSA's leadership and/or Board.

In all cases, OSA employees are expected to treat confidential student, family and school information with the utmost care. Employees shall keep in confidence personally identifiable information regarding students or their family members that has been obtained in the course of professional service, unless disclosure is required or permitted by law or professional standards or is necessary for the personal safety of the student or others.

Employees must meet all mandatory requirements of California public school employees.

### **III. Sanctions**

Violation of these standards may subject an employee to investigation and disciplinary action by OSA, OUSD, the California Commission on Teacher Credentialing, and/or the State Board of Education. An employee who fails to or is unwilling to meet the standards set forth in this policy shall be subject to corrective action up to and including termination of employment.

This list is not exhaustive. OSA can terminate an at-will employee regardless of whether an employee engages in prohibited conduct. OSA also reserves the right to terminate any employee for serious misconduct regardless of whether it specifically appears in the above list. For represented employees, the applicable rights and protections of the CBA shall apply. Nothing in this policy is intended to prohibit or discourage employees from exercising their right to take actions protected under relevant labor laws.

## **STANDARDS OF CONDUCT**

### **Prohibited Conduct**

The following conduct is prohibited and will not be tolerated by OSA. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and/or OSA's operations also may be prohibited. Employees may be disciplined, up to and including termination, for any of the following reasons:

- Failure by the Employee to substantially perform their duties;
- Falsifying employment records, employment information, or other OSA records;
- Theft and deliberate or careless damage or destruction of any OSA property, or the property of any employee or student;
- Unauthorized removal or use of OSA property or materials;
- Unauthorized use of OSA equipment, time, materials, or facilities;
- Failure to comply with the Electronic and Social Media Policy;

- Provoking a fight or fighting during working hours or on OSA property;
- Violent or threatening conduct;
- Participating in horseplay or practical jokes on OSA time or on OSA premises;
- Carrying firearms or any other dangerous weapons on OSA premises at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Conviction of a felony or any crime involving moral turpitude;
- Insubordination, including but not limited to intentional failure or refusal to follow reasonable directions or instructions or perform tasks given by a supervisor or member of management, or the use of abusive, disrespectful or threatening language toward a supervisor or member of management;
- Harassment of any form of another individual;
- Using abusive language at any time on OSA premises;
- Failing to promptly notify proper supervisor when unable to report to work, or otherwise failing to comply with policies regarding absences from work;
- Failing to promptly notify proper supervisor when unable to attend mandatory meetings (or be on time for mandatory meetings), or otherwise failing to comply with policies regarding mandatory meetings;
- Failing to obtain permission to leave work for any reason other than scheduled breaks and lunch periods during normal working hours (non-exempt employees);
- Failing to obtain permission to leave work during instructional periods, including advisory (teachers);
- Failing to observe working schedules, including rest and lunch periods;
- Failing to provide a physician's certificate when requested or required to do so;
- Sleeping or malingering on the job;
- Working overtime without prior authorization (non-exempt employees);
- Violating any safety, health, security or school policy, rule or procedure;
- Violating any law applicable to OSA educational facilities and their employees;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Committing or involvement in any act of unlawful harassment of another individual;
- Consuming illegal substances on campus;



- Working or reporting to work while under the influence of alcohol, cannabis, or any illegal drug
- Working or reporting to work while under the influence of prescribed or over-the-counter medications which impair the employee's ability to perform the essential functions of their position;
- Being present on campus for a public event involving students and parents while impaired by consumption of alcohol or other drugs, this extends to any offsite school sponsored performance, event or activity involving students and parents from OSA;
- Possession, sale or use of illegal drugs at OSA;
- Dishonesty;
- Immoral or unprofessional conduct at OSA or at an OSA sanctioned event;
- Conduct which is materially detrimental to OSA or that substantially damages the reputation of OSA; or
- Any other action that would cause a reasonable person to conclude that Employee's employment should be terminated.

This list is not exhaustive. OSA can terminate an at-will employee regardless of whether an employee engages in prohibited conduct. OSA also reserves the right to terminate any employee for serious misconduct regardless of whether it specifically appears in the above list. For represented employees, the applicable rights and protections of the CBA shall apply. Nothing in this policy is intended to prohibit or discourage employees from exercising their right to take actions protected under relevant labor laws.

### **Off-Duty Conduct**

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

While employed by OSA, employees are expected to devote their energies to their jobs with OSA. For this reason, employees who take on second jobs must ensure that such jobs do not impair or interfere with their ability to perform the duties of their OSA employment. Employees are expected to avoid outside situations that cause:

- Conflicts with an employee's work schedule, duties, and responsibilities at OSA;
- Conflicts of interest or incompatibility with the employee's position with OSA;
- A detrimental effect on the employee's work performance with OSA;
- The employee to conduct work or related activities on OSA's property during the employer's working hours or using OSA's facilities and/or equipment;

- A direct or indirect conflict with the interests of OSA.

OSA shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Outside employment must in no way violate OSA's Electronic & Social media policy. In the event that an employee's other employment is determined by OSA to violate any of the provisions of this section, OSA may require the employee to either terminate such employment or resign from their OSA position.

### **Drug and Alcohol Abuse**

OSA is concerned about the use of alcohol, illegal drugs or controlled substances (excluding prescription medication taken as prescribed) as it affects the workplace. Use of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to OSA. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes OSA to the risks of property loss or damage, or injury to other persons.

Furthermore, the abuse of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair the employee's value to OSA.

The following rules and standards of conduct apply to all employees either on OSA property or during the workday (including meals and rest periods). Behavior that violates OSA policy includes:

- Possession or use of any illegal or controlled substance, an open container of alcohol, or being under the influence of alcohol or any controlled substance while on the job (excluding prescription medication taken as prescribed);
- Driving with any student while under the influence of illegal drugs or alcohol;
- Distribution, sale, or purchase of any illegal or controlled substance or alcohol while on the job or engaged in any on- or off-campus activity affiliated with OSA.

Violation of these rules and standards of conduct will not be tolerated. OSA also may bring the matter to the attention of appropriate law enforcement authorities.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

OSA will encourage and reasonably accommodate employees with alcohol or drug dependencies who voluntarily seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. Represented employees may be assisted by a union representative in connection with such a request and/or subsequent discussions, if they so choose. OSA is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is OSA obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect OSA's treatment of employees who violate the regulations described previously. Rather, rehabilitation is

an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

### **Punctuality and Attendance**

All OSA employees are expected to be punctual and regular in attendance at work, mandatory meetings, and required events. Employee tardiness and/or absences present problems for fellow employees.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for authorized OSA business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and should be avoided.

For full-time teachers, the regular on-campus work hours are:

- Academic teachers: 8:15 a.m. to 3:45 p.m.
- Arts teachers: 9:30 a.m. to 4:45 p.m.
- Student-free days: 8:30 a.m. to 4:30 p.m.

Full-time teachers must report to work no later than fifteen (15) minutes before the start of student instruction or their first scheduled meeting. Non-teaching staff are required to report to work according to the schedule assigned to them by their direct supervisor.

When possible, employees who wish to be excused from attending any mandatory meeting, or for being tardy to such meetings, must seek approval from the proper supervisor at least seventy-two (72) hours in advance. If an employee needs to be excused from a mandatory meeting due to an emergency that does not allow for seventy-two (72) hours advance notice, they must provide as much advance notice as practicable.

In all cases of absence or tardiness from work, employees must provide their supervisor with a reason or explanation at least one (1) hour before the scheduled time to begin work if possible, and as far in advance as is practical if one (1) hours' notice cannot be provided. Employees also must provide the expected duration of any absence.

Absent extenuating circumstances that make providing such notice impossible, failure to report for work for three (3) consecutive workdays without any notification to the Director of Human Resources or the employee's direct supervisor may be considered abandonment of employment and treated as a voluntary resignation.

### **Dress Code and Other Personal Standards**

Each employee is a representative of OSA in the eyes of the public and must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner that is consistent with the nature of the work performed.

### **Confidentiality**

All student and OSA lists, student email addresses, student records, teaching/performance plans, reports, marketing, expansion, technology, and processes of OSA are valuable, special, and unique assets of OSA (collectively "Confidential Information"). Employees acknowledge that they will have access to and knowledge of confidential information, and that such access and knowledge is

essential to the performance of their duties under this Agreement. Employee further agrees that except as specifically authorized in the applicable CBA or otherwise in writing by the Executive Director, Employee will not directly or indirectly (i) disclose any Confidential Information to any person or entity, or (ii) make use of any Confidential Information for his or her own purposes or for the benefit of any other person or entity.

Each employee is responsible for safeguarding the confidential information obtained during employment. Employees have the responsibility to prevent revealing or divulging any such information unless it is absolutely necessary for the performance of duties. Access to confidential information should be on a "need-to-know" basis and must be properly authorized.

Any breach of this policy will not be tolerated and OSA may take legal action. Nothing in this policy is intended to interfere with, restrain, or prevent protected employee communications regarding wages, hours, or other terms and conditions of employment.

### **Behavior of Employees With Their Child at OSA**

Employees who have a student enrolled at OSA must not share any OSA confidential information with their child. This includes, but is not limited to, personnel matters, internal communications, disciplinary actions involving other students, academic records of other students, or any other information not otherwise accessible to parents or the general public.

Employees are expected to maintain professional boundaries and uphold the same standards of privacy and confidentiality for their child's peers as they would for any other student. Access to internal information due to an employee's role must not be used to provide preferential treatment, early access to decisions or changes, or influence over academic or disciplinary outcomes related to their child or other students.

Employees should also refrain from discussing work-related student matters at home or in any context that could inadvertently disclose sensitive information to their child. This includes verbal conversations, digital communications, or shared access to email, documents, or platforms intended for internal use.

Additionally, employees must not use personal or internal school channels (such as staff-only Slack, email, Google Drive, etc.) to communicate with their own child in a way that bypasses normal student/family communication protocols. Similarly, employees must not engage with their child about OSA business on personal or professional social media in ways that disclose internal information or undermine school procedures.

Violations of this policy may be considered a breach of confidentiality and subject to disciplinary action.

## **OPERATIONAL CONSIDERATIONS**

### **Employer Property**

Lockers, desks, computers, equipment, and tools are OSA property and must be maintained according to OSA rules and regulations. They must be kept clean and are to be used only for work-related purposes. OSA reserves the right to inspect all OSA property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

OSA voicemail, fax, and/or email are to be used for business purposes only. Employees must use the technology legally and appropriately. Any charges incurred from personal use will be charged back to the employee.

OSA may periodically need to assign and/or change “passwords” and personal codes for voice mail, e-mail and computer. These communication technologies and related storage media and databases are to be used only for OSA business and they remain the property of OSA. OSA reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system.

Employees are expected to regularly backup their data. OSA provides unlimited storage on the School’s Google drive. OSA is unable to pay for extraordinary measures to recover lost data.

Prior authorization must be obtained before any OSA property may be removed from the premises.

For security reasons, employees should not leave personal belongings of value in the workplace. Under circumstances of “good cause” or “reasonable suspicion,” personal items may be subject to inspection and search, with or without notice, with or without the employee’s prior consent.

Terminated employees should remove any personal items at the time they leave OSA. Personal items left in the workplace are subject to disposal if not claimed within a reasonable time period after the employee is provided with notice following their termination.

Employees are financially responsible for loss or damage to OSA equipment that is intentional or results from employee negligence (e.g., failing to take reasonable precautions to prevent such loss or damage). OSA may elect to replace equipment damaged due to employee negligence with a less costly alternative.

### **Internet, E-mail, and Electronic Communications Policy**

Employees are responsible for maintaining a professional work environment that promotes respect for all people. Standards are created not to restrict the freedom or productivity of any individual, but to ensure that electronic communications devices are used in a legal, ethical, and appropriate manner by all employees. Therefore, this policy has been devised in a manner consistent with the legal and ethical duties and obligations of OSA. This policy includes, but is not limited to, the use of voicemail, e-mail, the Internet, fax machines, cell phones, and any other form of electronic communication used currently or in the future. Employees are expected to read, understand, and comply with its terms.

### **Artificial Intelligence (AI) Use Policy**

OSA recognizes the growing presence and utility of artificial intelligence (AI) tools in the workplace, including but not limited to generative AI (e.g., ChatGPT, Grammarly, Microsoft Copilot, Google Gemini, etc.), automated translation tools, and learning management systems with embedded AI functionality. The use of such tools must align with OSA’s values, ethical standards, and legal obligations.

Guidelines for AI Use:

- Confidentiality: Employees may not input confidential, personally identifiable, or sensitive information (e.g., student data, employee records, protected health information) into any AI platform or tool that is not expressly approved by OSA.

- **Accuracy & Oversight:** AI-generated content must be reviewed for accuracy, appropriateness, and alignment with OSA policies. Employees remain fully responsible for the outputs they submit or distribute.
- **Student Work:** Employees must not rely on AI to create, complete, or assess student work in a way that undermines instructional integrity or student learning.
- **Original Work & Attribution:** Employees must avoid plagiarism when using AI-generated content. When using AI tools to assist with written materials, lesson plans, or communications, users should ensure that content is either original or properly reviewed and edited for attribution and professional tone.
- **Professional Judgment:** AI tools must not be used to make final decisions related to personnel, student discipline, grading, or other matters requiring professional judgment or administrative discretion.
- **Equity & Inclusion:** Employees must ensure that the use of AI does not result in bias, discrimination, or unequal treatment. AI should not be used in ways that violate any applicable civil rights laws or OSA's values of diversity, equity, and inclusion.
- **Approved Tools:** Only AI platforms and services that have been vetted and approved by OSA's leadership or IT department may be used for instructional or operational purposes involving sensitive or official data.

Prohibited Uses Include (but are not limited to):

- Using AI to fabricate or falsify documentation, reports, or student records
- Using AI to impersonate another person or misrepresent credentials
- Sharing sensitive information with public AI tools without permission
- Submitting AI-generated work as one's own without appropriate review and edits

Employees must seek guidance from their supervisor or the Director of Technology if unsure about the appropriate use of AI in their work. Misuse of AI tools may result in disciplinary action, up to and including termination.

### **Appropriate Use**

Employees are responsible for using common sense and good workplace judgment in choosing the content of all electronic messages, as these messages are subject to the same policies as any other workplace communications. Similarly, employees are responsible for using common sense when selecting distribution lists within the OSA domain, in order to ensure that content distribution is appropriate for list recipients and is related to OSA concerns. These requirements are not intended to prohibit communications about terms and conditions of employment, workplace conditions, or other matters within the scope or representation established by applicable labor laws.

Although it is not possible to identify all types of impermissible use of electronic communications devices, examples of inappropriate use of Company communication vehicles and equipment include, but are not limited to:

- Making derogatory or vulgar statements regarding any classification protected by federal, state, or local laws (or any use that violates OSA's anti-discrimination and/or anti-harassment policies);
- Accessing, forwarding, sending, possessing, or copying sexually explicit or inappropriate materials;

- Unauthorized sending of sensitive, confidential and/or proprietary information of OSA;
- Supporting illegal activities (as referenced in all governmental laws and regulations of every jurisdiction that apply to our business);
- Using any device for commercial purposes that, in the judgment of OSA, are not for the direct and immediate benefit of OSA;
- Using any device in a manner that infringes on the proprietary interest, trademark, trade secret or copyright rights of others;
- Using any device in any manner that creates an actual or apparent conflict of interest with the employee's employment with OSA;
- Unauthorized reading, recording, copying, or listening to messages and information delivered to another person's e-mail, voicemail, OSA mailbox, or by way of facsimile. Employees are required to identify all misdirected communications, particularly those marked as "privileged and confidential" or "attorney/client privilege" upon receipt of a misrouted electronic communication;
- Installing personal software on OSA computer systems or connecting personal equipment to the OSA network without authorization from the Director of Technology; and
- Installing or using anonymous e-mail transmission programs or encryption of e-mail communications.

If employees inappropriately use OSA's communication vehicles and/or equipment they will be subject to disciplinary action, up to and including immediate termination.

### **OSA Right to Access**

OSA must be able to enforce this policy and ensure that employees are abiding by its terms. Electronic communications devices, such as e-mail, text messages, and voicemail, are valuable communications tools that can aid in the convenience and efficiency of each job. To maintain this usefulness, certain restrictions are necessary.

OSA passwords, e-mail accounts, and the like are designed for employee access only and employees should never allow any other person, including co-workers, family, or friends, to access their accounts. E-mail accounts should be used only for OSA's business-related purposes. While personal communication is permitted on a limited basis, non-OSA related commercial uses and solicitations are prohibited. Nothing in this policy is intended to interfere with, restrain, or prevent protected employee communications regarding wages, hours, or other terms and conditions of employment.

Even so, employees must remember that their e-mail, voicemail, and other electronic accounts are not private. Employees should not expect that any information transferred over, received by, or stored in any electronic communications device provided by OSA is private information. OSA has the right to gain access to any information received by, transmitted by, or stored in any electronic communications device by its employees, agents, or representatives, with or without such person's knowledge, consent, or approval. OSA will override all personal passwords, if necessary, for any reason.

## **Social Media Policy**

OSA has established this social media policy to provide its employees with rules and guidelines for social networking, blogging, and other online activities, subject to applicable law. The specific websites referenced herein are provided by way of example only, and the absence of, or lack of explicit reference to, any particular site is not intended to limit the application of this policy. Employees must comply with this policy when posting information in any online forum.

OSA respects that its employees may wish to host, maintain, post on, and use blogs, social networking sites (such as LinkedIn, Facebook, Instagram, and Twitter/"X"), media share sites (such as YouTube and TikTok), and other forms of electronic media on their own time and using their own equipment. However, an OSA employee's hosting, maintaining, and participating in blogs, social networking and media share sites in all forms, and other electronic media, has the potential to cause professional embarrassment, conflicts of interest, and breaches of confidentiality. Posting some types of information online may jeopardize the employee's professional image or reputation and, by extension, OSA's image and reputation. Such information may be forwarded, resulting in the information being seen by unexpected and unintended audiences and being impossible to retrieve or erase.

Employees are discouraged from accessing Facebook, Twitter/"X", Instagram, YouTube, LinkedIn, TikTok, Snapchat, chat rooms, and similar networking and media share sites while at work. Employees found to be spending excessive amounts of time on such sites, or who are using such sites in violation of this or any other OSA policy, may be subject to disciplinary action.

When using social networking sites, whether at work or at home, employees should use good judgment when posting personal and/or professional information. Content should not be purposefully false, libelous, threatening, harassing, retaliatory, or communicate any derogatory or vulgar statements regarding any classification protected by federal, state, or local laws (or that are otherwise contrary to OSA's commitment to equal opportunity and non-discrimination). Any professional biographies listed on a networking site, such as LinkedIn, should be truthful.

Employees should only utilize their official OSA accounts for communications with students or their families and should not use personal social networking or email accounts for such communications. Employees are prohibited from engaging in private messaging, "friending," "following," or otherwise connecting with current students on personal social media platforms. This includes but is not limited to Instagram, Facebook, Snapchat, TikTok, and similar platforms. Communications with students must remain professional, transparent, and conducted only through school-approved channels.

OSA maintains official school and program-affiliated social media accounts. Employees may be invited or encouraged to follow or engage with these accounts in support of school-wide communications and community engagement. However, employees may not create or manage an account that represents OSA or any of its programs without prior administrative approval. Posts on official accounts must be aligned with school values, approved when required, and must not disclose confidential or student-specific information without appropriate permissions in accordance with OSA's media release policies.

Employees are prohibited from hosting or maintaining a blog or website when using OSA's technology or equipment without the prior written approval of the Director of Technology, regardless of the topic of such website or blog. No employee commenting or posting on any blog or site may identify their comments or views as reflecting or representing those of OSA.



All of OSA's policies relating to confidential information apply to all electronic communications. Employees are expected to protect the privacy of OSA and its employees and students.

Employees are prohibited from providing a link to OSA's internal website on any blog or social networking or other website, unless expressly authorized otherwise by an OSA Administrator. Strictly prohibited is the posting or linking to any of OSA's internal communications (including screenshots or copies of such communications), whether relating to OSA's activities, business, personnel, students or other matters.

Neither these specific policies nor any other aspect of this Social Media Policy, however, is intended to interfere with, restrain, or prevent employees from appropriately communicating about terms and conditions of employment, workplace conditions or other matters within the scope of representation for themselves or other employees under applicable labor laws.

### **Computer Responsibility Policy**

As an employee at OSA you are provided with a laptop and/or desktop computer. It is your responsibility to keep the equipment safe from loss or damage. Keep your laptop computer with or near you at all times when you are at OSA. If you have to leave your laptop computer for any reason, you must keep it locked in your desk or some other secure location. For example, if you take your laptop computer home with you by automobile, you are required to keep it in the trunk of your vehicle if you are unable to bring it inside a non-school location and should under no circumstances leave it in plain view inside your vehicle.

In the event of loss, contact the Director of IT immediately so access can be deactivated. Failure to properly safeguard company equipment may result in disciplinary action, up to and including termination. In addition, OSA may elect to replace computer equipment that is lost or damaged due to employee negligence with a less costly alternative.

Equipment, assigned email account, and network privileges must be surrendered under the following conditions:

- Departure from OSA, unless granted extended access for good reason by a member of OSA Administration
- As requested by the Director of Technology for repairs and services
- As requested by the School administration

### **Working with Students & Social Media**

OSA allows teachers to utilize multiple forms of communication with students and families, including cell phones, texting, emails and social media. OSA employees are expected to utilize sound judgment in these communications and to avoid any inappropriate language or visual imagery. Violation of this policy will be cause for discipline and/or termination.

Employees should use good judgment and sensitivity in social media posts and public writing. No employee should ever publicly mention a student by name or discuss any student or family member in a way which the student or family would be readily identifiable. Unless he or she has prior written approval, no employee is to publish personal information or photographs of students.

Violation of this policy will be grounds for immediate termination and shall be considered termination "for cause."

### **Off-Duty Use of Facilities**

Employees are prohibited from remaining on OSA premises or making use of OSA facilities for non-OSA activities. Employees must obtain approval from the Executive Director or the Director's designee prior to using OSA facilities, OSA property, or OSA equipment for personal use. Use of OSA premises, facilities, and equipment for the purposes of meetings concerned with rights guaranteed by state labor laws shall be governed by the applicable CBA.

### **Employee Property**

An employee's personal property including, but not limited to, lockers, packages, purses, and backpacks may be inspected upon reasonable suspicion of unauthorized possession of OSA property, possession of dangerous items or weapons, or possession of alcohol, illegal drugs and/or controlled substances.

### **Return of Materials upon Termination of Employment.**

In the event of termination of employment, employee shall return any OSA materials in their possession and/or control, including but not limited to, student information and records, access codes and passwords, computers, software, school and OSA assets, and any other information and materials obtained by employee in connection with their employment by OSA.

### **Use of School Name and Materials**

#### **Prior Approval of Advertising**

Any proposal for use of OSA names, trademarks, and logos other than for the promotion of school-related programs must be submitted to the Executive Director in writing, for written approval prior to such use. OSA's prior written approval must be obtained for all advertising or promotional media, including newspaper advertisements, audio or videotapes, posters or fliers and other promotional activities unrelated to OSA's program.

#### **OSA Trademarks and Logos**

OSA corporate names, trademarks, and logos are OSA's property and may not be used in any manner unrelated to OSA's program, including the reproduction of literature, or advertising without OSA's prior written consent. This is not intended to prohibit incidental use of OSA's name, trademarks or logos when communicating about terms and conditions of employment, workplace conditions, or other matters within the scope or representation established by applicable labor laws.

### **Security and Workplace Violence**

OSA has developed guidelines to help maintain a secure workplace. Every classroom shall have a working telephone, two-way radio, or alternative communication device that may be used to contact the main office and/or school security personnel.

Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to the Campus Supervisor. Desks and offices should be secured at the end of the day. Valuable and/or personal articles

should not be left unattended. The security of facilities as well as student welfare depends upon the alertness and sensitivity of every individual to potential security risks.

As part of our commitment to safety, all employees are required to complete annual workplace violence prevention training, either in person or online. This training provides essential information on identifying, preventing, and responding to potential threats or violent incidents in the workplace. Participation is mandatory and must be completed within the designated timeframe each year. Details regarding the training schedule and access instructions will be provided by the Human Resources Director.

### **Health and Safety**

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your immediate supervisor and the Director of Human Resources. In compliance with California law, and to promote the concept of a safe workplace, OSA maintains an Injury and Illness Prevention Program ("IIPP"). The IIPP is available for review by employees in the office of the Director of Facilities and Safety.

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

### **Use of Surveillance Cameras**

OSA uses video (not audio) cameras on our properties to ensure the health, welfare and safety of all employees, students, and visitors, and to safeguard facilities and equipment.

This policy is based on the presumption and belief that neither students, employees, nor guests have a reasonable expectation of privacy in those events that occur in plain view of other students, staff, and guests in public areas of our buildings.

If a surveillance camera records unlawful conduct or conduct that violates the policies of OSA, the record shall be admissible as evidence in any proceeding regarding the discipline of any student or OSA employee.

### **Smoking**

Smoking, including vaping, is not allowed on OSA property.

### **Housekeeping**

All employees are expected to keep their work areas clean and organized. People using common areas are expected to keep them sanitary.

### **No-Solicitation/No-Distribution Policy**

In order to avoid interference with work and maintain a professional business environment, OSA has established the following rules regarding the solicitation and distribution of literature. These rules apply to soliciting or distributing by employees and by representatives of outside organizations. Solicitation or distribution of literature by recognized employee organizations shall be governed by state law and the provisions of the applicable CBA. Nothing in this policy is

intended to interfere with, restrain, or prevent protected employee communications regarding wages, hours, or other terms and conditions of employment.

An employee may not solicit another employee for any cause or organization while either employee is on working time. "Working time" means periods when an employee is working or should be working. It does not include scheduled non-working periods, such as breaks or mealtimes.

Employees may not distribute material/literature unrelated to OSA at any time in work areas, with the exception of materials pertaining to artistic events or union issues. Non-employees are not permitted on OSA premises to solicit employees or to distribute material/literature at any time.

Posting any written material on OSA property is prohibited unless prior approval is obtained from the Executive Director.

Any requests from outside persons or organizations to sell merchandise, solicit contributions, distribute literature, arrange displays, or utilize OSA facilities are to be referred to the Executive Director.

### **Conducting Personal Business**

Employees are to conduct only OSA business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

## **EMPLOYEE BENEFITS**

### **Insurance Benefits**

OSA provides a comprehensive insurance plan for eligible employees and their dependents. The benefits listed below are made available to all regular employees who are employed in and regularly work hours or assignments equivalent to an 0.6 FTE (twenty-four (24) hours per week) or higher position.

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- Long Term Disability Insurance
- Accidental death/dismemberment Insurance
- Social Security (Non-STRS employees only)
- Employee Assistance Program

Details about insurance coverage, coverage options, and costs are available in a separate publication available from the Director of Human Resources. Represented employees should review their CBA for details on the employee and employer shares of applicable premiums. In the event of an increase in insurance premium rates, all employees may be required to contribute to

the cost of increased premiums to retain coverage. OSA reserves the right to modify, change or eliminate any of its benefits at any time, subject to bargaining obligations for represented employees. The terms of the specific plan documents control eligibility, benefits determinations, and other conditions.

Employees who separate from OSA employment will have their employer-provided group benefits terminate at the end of the month when their employment ends, unless the applicable CBA specifies otherwise. Employees may remain covered by the OSA medical, dental and vision insurance plans after that date by electing continuation of coverage under COBRA.

## **Retirement**

Certificated employees (e.g., teachers and counselors) who work fifty percent (50%) or more of full-time shall participate in CalSTRS retirement. Certificated employees who work less than fifty percent (50%) of full-time may choose whether or not to participate in CalSTRS retirement and are required to submit a permissive membership election form to that effect. If such an employee chooses not to participate, they must resubmit permissive membership election forms to that effect on an annual basis and may not retroactively change that determination. If they do elect to participate, the decision is a one-time choice that cannot be subsequently reversed.

OSA and participating employees make contributions consistent with the requirements of CalSTRS and state law.

OSA makes available to all employees an employer-sponsored, employee-funded 403(b) pre-tax retirement plan. Effective with the 2023-24 calendar year, for employees included in the "Non-Certificated" bargaining unit OSA shall match such employees' voluntary contributions to the 403(b) retirement plan and/or their qualifying student loan payments with contributions to a 401(a) retirement plan, on a 1:1 basis up to a maximum matching contribution equal to eight percent (8%) of that employee's total wages for the relevant plan year. Such matching contributions shall be made on the last day of each plan year and vest immediately, provided that the employee is still an active OSA employee on that date.

Effective with the 2024-25 calendar year, unrepresented employees who are not eligible for or participating in CalSTRS may also receive employer matching contributions of up to eight percent (8%) of their total wages through a 401(a) retirement plan. This matching is based on the employee's voluntary contributions to a 403(b) plan, on a 1:1 basis. Matching contributions are made on the last day of the plan year, are immediately vested, and require the employee to be actively employed by OSA on that date.

## **Holidays**

OSA observes the following holidays:

- Labor Day (9/1/2025)
- Indigenous Peoples Day (10/13/2025)
- Veteran's Day (11/11/2025)
- Thanksgiving Day (11/27/2025)

- Friday after Thanksgiving Day (11/28/2025)
- Christmas Eve (12/24/2025)
- Christmas Day (12/25/2025)
- New Year's Eve (12/31/2025)
- New Year's Day (1/1/2026)
- Martin Luther King Jr.'s Day (1/19/2026)
- Day before President's Day (2/13/2026)
- President's Day (2/16/2026)
- Cesar Chavez Day (4/3/2026)
- Memorial Day (5/25/2026)
- Juneteenth (6/19/2026) (11 and 12) month employees
- Independence Day (7/4/2025) (12 month employees)

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, OSA may close on another day. Holiday observance will be announced in advance. If a holiday falls during a time when OSA is closed for a break, no additional days are granted.

Regular Hourly Employees assigned to work twenty four (24) or more hours (0.6 FTE) per week are paid for holidays if they (1) are in paid status on their last regularly scheduled workday immediately preceding and their first regularly scheduled workday immediately following the observed holiday, and (2) would normally be scheduled to work on the day the holiday is observed. Regular salaried employees are eligible for paid holidays.

If you are not regularly scheduled to work on a holiday you do not get another day off in lieu of the holiday.

## **Sick Time**

### **Accrual of Sick Leave**

Sick Time Available:

- Full-time (1.0 FTE) Regular Employees in the following categories shall be awarded forty-eight (48) hours of paid sick leave per school year:
  - o All represented employees in the "Certificated" bargaining unit;"
  - o Represented employees in the "Non-Certificated" bargaining unit who are employed in 10-month school year positions; and

- o Unrepresented employees who are employed in 10-month school year positions.
- Full-time (1.0 FTE) Regular Employees in the following categories shall be awarded fifty-six (56) hours of paid sick leave per school year:
  - o Represented employees in the "Non-Certificated" bargaining unit who are employed in 11-month school year positions categories; and
  - o Unrepresented employees who are employed in 11-month school year positions.
- Full-time (1.0 FTE) Regular Year-Round employees in Staff Division positions shall be awarded seventy-two (72) hours of paid sick leave per school year.
- Sick hours are prorated for regular part-time employees, based on their assigned FTE, but no such employee shall be awarded less than the minimum sick leave required by California's Healthy Workplaces, Healthy Family Act or other applicable law.
- Temporary and "As-Needed" employees are not eligible to be awarded paid sick leave except as mandated by applicable law or CBA provisions.

If you have any question about whether your position is or is not included in the "Certificated" or "Non-Certificated" bargaining units, please contact the Director of Human Resources and/or the appropriate union representative.

#### When You Receive Sick Time:

- All employees are given the full amount of sick time on August 1st each year, or on the date of hire for employees hired after a school year has commenced.
- Hours will be prorated if starting after August 1st.
- Time off does not accrue after an employee has given notice or been provided with a notice of termination.

#### Carryover of Sick Time:

- Unused Sick Time carries over from year to year without limit.
- Unused sick time will not be paid out when employment terminates.

#### **Usage of Sick Leave**

Sick leave may be used:

- When an employee is physically or mentally unable to perform their duties due to illness, injury, pregnancy, or medical condition, or
- To obtain a professional diagnosis or treatment of their medical condition, undergo a physical examination, or receive preventative medical care; or
- For the care of a Family Member who is ill, injured, receiving medical care, treatment, or diagnosis, or who needs the employee's assistance or support to attend an appointment for

medical diagnosis, care, or treatment for an existing medical condition, or for preventative care.

For purposes of using sick leave, a "Family Member" is defined as the employee's child (includes a step-child, foster child, child of a domestic partner and a child of a person standing in loco parentis); parent; legal guardian or ward; sibling; grandparent; grandchild; spouse, registered domestic partner under any state or local law (includes relations resulting from adoption, step-relationships, and foster care) or a "designated person." A "designated person" may be any person identified by the employee at the time sick leave is requested to be used, provided however that the employee may be limited to using sick leave for only one (1) designated person per twelve (12) month period.

Employees must complete a Time Off Request to be eligible to use accrued paid sick days. On any day paid sick leave is used, it must be used for at least a minimum increment of two (2) hours (if available), and to avoid workplace disruption should generally be used in one (1) day increments. If an employee who has already utilized more than 50% of their annual sick leave award in any school year is absent for more than five (5) consecutive days due to their own or any qualified family member's illness, injury, or medical condition, or if OSA has reasonable cause to believe any absence may have been for a non-qualifying purpose, OSA may require medical verification of the illness or injury from a medical professional licensed to diagnose and treat that illness or injury as a condition for allowing that employee to utilize paid sick leave for the absence.

For employees on extended sick leave for more than five (5) consecutive days (including but not limited to sick leave utilized in conjunction with leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA") and/or California Family Rights Act ("CFRA")), OSA may at its discretion suspend access to the OSA worksite (e.g., key fob) and electronic resources (e.g., work email account, PowerSchool, google classroom and similar) until the employee returns to active duty. Such employees should contact the Director of HR if they have an unexpected need to access the worksite or online resources materials while on leave.

## **Vacation Time**

### **Accrual of Vacation**

Vacation Time Available:

- Regular Full-Time (1.0 FTE) employees are eligible to accrue the following number of hours of paid vacation per school year, so long as the award does not cause them to exceed the applicable cap:
  - o Regular employees in the "Certificated" bargaining unit are eligible to accrue twenty-four (24) hours of paid vacation per school year.
  - o Unrepresented Regular employees employed in a 10-month school-year position are also eligible to accrue twenty-four (24) hours of paid vacation per school year.
  - o Unrepresented Regular employees employed in an 11-month school year position are eligible to accrue fifty-six (56) hours of paid vacation per school year.
  - o Regular employees who are in the "Non-Certificated" bargaining unit and employed in 10-month school year positions are also eligible to accrue fifty-six (56) hours of paid vacation per school year.



- o Regular employees who are in the "Non-Certificated" bargaining unit and employed in an 11-month school year position are eligible to accrue seventy-two (72) hours of paid vacation per school year.
- o Regular employees who are in the "Non-Certificated" bargaining unit and employed in a year-round position are eligible to accrue one-hundred and four (104) hours of paid vacation each school year.
- o Regular unrepresented employees in year-round positions are also eligible to accrue one-hundred and four (104) hours of paid vacation each school year.
- Annual vacation accruals are prorated for Regular part-time employees based on assigned FTE, and for any otherwise eligible employee whose employment starts after August 1st.
- Newly hired Staff Division employees who are not included in the "Certificated" bargaining unit accrue paid vacation on their date of hire but are not eligible to actually use such accrued vacation until after they successfully complete ninety (90) days of employment with OSA. Other employees are eligible to accrue and use paid vacation immediately on their date of hire.

When You Receive Vacation Time:

- Effective August 1, 2025, all regular employees shall accrue vacation time each pay period in which they are in paid status. Vacation accrual is based on an employee's position type and work calendar, as outlined below:
  - o Regular unrepresented employees in year-round positions accrue up to 104 hours of vacation per year at a rate of 4.334 hours per pay period in paid status.
  - o Regular employees who are in the "Non-Certificated" bargaining unit and employed in a year-round position are eligible to accrue up to 104 hours of vacation per year at a rate of 4.334 hours per pay period in paid status.
  - o Regular employees who are in the "Non-Certificated" bargaining unit and employed in an 11-month school year position are eligible to accrue up to 72 hours of vacation per year at a rate of 3.273 hours per pay period in paid status.
  - o Regular employees who are in the "Non-Certificated" bargaining unit and employed in 10-month school year positions are also accrue up to 56 hours of vacation per year at a rate of 2.8 hours per pay period in paid status.
  - o Unrepresented Regular employees employed in an 11-month school year position are eligible to accrue up to 56 hours of vacation per year at a rate of 2.546 hours per pay period in paid status.
  - o Unrepresented Regular employees employed in a 10-month school-year position are also eligible to accrue up to 24 hours of vacation per year at a rate of 1.2 hours per pay period in paid status.
  - o Regular employees in the "Certificated" bargaining unit are eligible to accrue up to 24 hours of vacation per year at a rate of 1.091 hours per pay period in paid status.

#### Negative Vacation Balances:

Represented employees in the "Certificated" bargaining unit may request to take vacation time that has not yet been accrued, resulting in a negative vacation balance, up to a maximum of the twenty-four (24) hour annual accrual cap. Unrepresented employees and represented employees in the "Non-certificated" bargaining unit may request to take vacation time that has not yet been accrued, resulting in a negative vacation balance, up to 50% of that employee's yearly accrual cap. Approval from a supervisor or OSA management is required prior to taking such leave.

During an employee's first 90 days of employment, approval of vacation in advance of accrual is at OSA's sole discretion. After the 90-day introductory period, OSA will not deny vacation requests solely on the basis that time has not yet been accrued, provided the employee remains within the annual cap. If employment ends before the negative balance is repaid through future accrual, the employee will not be required to reimburse OSA for the used but unaccrued time.

#### Carryover of Vacation Time:

- For all employees, vacation accruals are capped at twice the number of hours for which the employee is annually eligible. On the date employees are eligible to receive additional hours for the next school year, additional vacation hours shall be awarded only if the employee is below the cap as of that date, and only up to the amount required to reach the applicable cap.
- If an employee would otherwise be ineligible to receive their full allocation of new vacation hours, OSA will prior to the annual accrual date "buy back" any accrued and unused hours exceeding one year's annual accrual at the employee's current hourly rate (or hourly rate equivalent for salaried employees). The employee will then receive their full accrual on August 1 for the following year. For purposes of this provision, any payout shall be based on the employee's balance as of June 30.
- **EXAMPLE:** A full time teacher has forty-two (42) accrued but unused vacation hours as of June 30. The employee will be paid out for eighteen (18) hours, and then accrue twenty-four (24) hours in the following school year, bringing their total back up to the applicable cap of forty-eight (48) hours.

#### Usage of Vacation

Employees must complete a Time Off Request for Vacation, and all such requests must be approved by the employee's supervisor.

Employees are paid when attending professional development required by OSA. Vacation must be used when attending Professional Development training that is not required by OSA.

Employees will be paid out all accrued, unused vacation time when employment ends.

#### Flex Days for Hourly Employees in the "Non-Certificated" Bargaining Unit

Hourly employees in the "Non-Certificated" bargaining unit who are eligible to accrue vacation hours at the beginning of a school year shall also be entitled to seven (7) "Flex Pay Days" that they may use only during the same school year's Thanksgiving, Winter and/or Spring Breaks. If such an employee is not offered or chooses to decline work days during any such break, they may use a Flex Pay Day or accrued Vacation in order to be paid for that day based on their normally

scheduled hours. Please refer to the "Non-Certificated" bargaining unit CBA for additional details on this benefit.

## **LEAVES OF ABSENCE**

All leaves are unpaid by OSA unless otherwise indicated. Employees who are on extended leave for any reason will generally have their access to the OSA worksite (e.g., key fob) and electronic resources (e.g., work email account, PowerSchool, google classroom, and similar) temporarily suspended pending their return to active duty. Such employees should contact the Director of HR if they have an unexpected need to access the worksite or online resources materials while in leave status.

### **Family and Medical Leave**

#### **General Policy**

There may be occasions in which an employee requests to be temporarily relieved of their work responsibilities because of the birth, adoption or placement in foster care of a child, the employee's serious health condition, the serious health condition of a family member (spouse or domestic partner, child or parent), or the serious injury or illness of a family member who is in the Armed Forces. In such instances, OSA will grant leaves of absence in accordance with the requirements of the Family and Medical Leave Act of 1993 ("FMLA") and the California Family Rights Act ("CFRA").

Specifically, eligible employees will be granted a family or medical leave of up to twelve (12) weeks in a twelve (12) month period, with certain assurances of job security and health insurance benefits during the leave (as described below), for: (1) their own "serious health condition"; (2) the care of a child born to or placed for adoption or foster care with an employee within one year of the birth, placement or adoption; (3) the care of a spouse, child, or parent with a serious health condition, or (4) to assist a spouse, child, parent or the employee's next of kin to address certain qualifying exigencies due to existing or impending active military duty. CFRA leave also makes provision for a registered domestic partner or "designated person" to be included under elements (3) and (4).

Eligible employees will be granted a service member family leave with certain assurances of job security and health insurance benefits during the leave (as described below), of up to twenty-six (26) weeks in one single twelve (12) month period to care for a spouse, domestic partner, son, daughter, parent, or "next of kin" who is a member of the Armed Forces (including a member of the National Guard or Reserves) and who needs the care of the employee while the member of the Armed Forces is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a "serious injury or illness." During the single twelve (12) month period in which an employee takes service member family leave, the employee shall be entitled to a combined total of twenty-six (26) weeks of family and medical leave for any purposes. In any other year, an eligible employee is entitled to a combined total of twelve (12) weeks of family and medical leave. Family and medical leave generally runs concurrently under both the FMLA and the CFRA. The twelve (12) and twenty-six (26) week periods shall be measured as a rolling twelve (12) month period measured backward from the date on which the leave is requested to commence. Spouses or domestic partners working for OSA will be subject to different time limits on their family and medical leave as permitted by law.

Family and medical leave generally runs concurrently under both the FMLA and the CFRA, with three exceptions:

- (1) Leave taken by an employee who does not work at a location where OSA employs at least fifty (50) employees within a seventy-five (75) mile radius is not counted as time used under the FMLA (but may count as family and medical leave under the CFRA);
- (2) Leave taken because of the serious injury or illness of an employee's registered domestic partner or a "designated person" is not counted as time used under the FMLA (but may count as family and medical leave under the CFRA); and
- (3) Leave taken because of the employee's disability for pregnancy, childbirth, or related medical condition is not counted as time used under the CFRA (but does count as family and medical leave under the FMLA).

In the case of leave taken because of disability for pregnancy, childbirth, or related medical condition, once the employee is no longer disabled they may apply for leave under the CFRA for purposes of baby bonding.

The twelve (12) and (26) week periods shall be measured as a rolling twelve (12) month period measured backward from the date on which the leave is requested to commence. Spouses working for OSA will be subject to different time limits on their family and medical leave as permitted by law.

### **Definitions**

A "designated person" for purposes of the CFRA is any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave, but an employee may not designate more than one (1) such person in any 12-month period.

"Next of kin" means the nearest blood relative of the member of the Armed Services.

A "serious health condition" is generally defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a doctor or other health care provider. Where the condition involves the employee, the term means a condition that makes the employee unable to perform the functions of their position. Where the condition involves a spouse, domestic partner, child, parent, or "designated person," the term means a condition that requires the employee to be absent from work for the care of such family member.

"Serious injury or illness" means an injury or illness incurred in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

### **Eligibility**

Employees requesting family, medical or service member family leave under the CFRA must (1) have at least twelve (12) months of service, and (2) have worked at least 1250 hours during the twelve (12) month period preceding the leave to be eligible for family, medical or service member family leave. OSA will be using a rolling twelve (12) month method to measure eligibility for requested leave. The twelve (12) month period is measured as a rolling twelve (12) month period measured backward from the date on which the leave is requested to commence.

Employees requesting family, medical or service member family leave under the FMLA must meet the above requirements and also work at a location where OSA employs at least fifty (50) employees within a seventy-five (75) mile radius.

### **Procedure**

Leave may be taken in one (1) continuous period or may be taken on an intermittent or reduced work schedule leave if medically necessary. If an employee needs an intermittent or reduced work schedule leave, OSA may require the employee to transfer temporarily to another position for which they are qualified, and which would provide equivalent pay and benefits in order to better accommodate their recurring periods of leave. Family care leave for the birth, placement or adoption of a child must be taken in at least two (2) week increments, except it may be taken for smaller increments on two (2) occasions.

Leave due to the employee's serious health condition, or to care for a family member or designated person with a serious health condition, must be taken in a minimum increment of two (2) hours, and to minimize disruption should generally be taken in full day increments.

While an employee is on an approved family, medical or service member family leave, OSA will maintain its contributions to the employee's health insurance under the same terms as the plan in effect at the time the request is made if they are enrolled in OSA's health care plan at the time the request is made. This means that the employee must continue to pay their share of the monthly benefit contributions and should make arrangements for such payments with the Director of Human Resources before the leave begins. Personal leave and sick days do not accrue during any period of unpaid leave.

To the extent possible and practical, advance written notice of a request for family, medical or service member family leave is required. Except in emergency circumstances, employees must provide written notice to the Executive Director thirty (30) days in advance of the effective date of such family, medical or service member family leave. An employee should endeavor to schedule the leave so as not to unduly disrupt their work.

Although all family, medical and/or service member family leaves are unpaid, OSA may to the extent allowed under federal and/or state law require the employee to use all accrued paid leave at the beginning of the FMLA/CFRA leave for the employee's own serious health condition or to care for a parent, spouse, domestic partner, child, or designated person with a serious health condition.

An employee may request to use accrued vacation days or sick days at any time during FMLA. Use of such benefits does not extend the employee's maximum potential care beyond twelve (12) weeks for an FMLA medical, child bonding or family care leave and twenty-six (26) weeks where service member family leave is taken. The remainder of the leave will generally be on an unpaid basis for a combined total of twelve (12) or twenty-six (26) weeks' leave, as appropriate.

An employee who is unable to work due to their serious health condition is potentially eligible, and should apply, for State Disability Insurance ("SDI") benefits through any local office of the California Employment Development Department ("EDD"). Information on SDI benefits can be reviewed on the EDD's website: [www.edd.ca.gov/direp/diind.htm](http://www.edd.ca.gov/direp/diind.htm). An employee who is unable to work due to the need to care for a child, spouse, parent, or domestic partner with a serious health condition, to bond with the employee's new child or the new child of the employee's spouse or registered domestic partner, or to bond with a child in connection with the adoption or foster care placement of the child with the employee or the employee's spouse or registered partner is eligible and should apply for Paid Family Leave Insurance through any local office of the EDD. Information

on such benefits, referred to as "paid family leave" or "PFL" by the EDD, can be reviewed on the EDD's website at [www.edd.ca.gov/direp/pflind.asp](http://www.edd.ca.gov/direp/pflind.asp).

### **Medical Certification**

Medical certification of the need for the leave is required no later than fifteen (15) days before the leave is to begin, unless the need for leave was unforeseeable, where the leave is due to a serious health condition of the employee or family member.

If the need for leave was unforeseeable, the employee will be required to provide such certification within fifteen (15) days after OSA's request, unless exigent circumstances prevent them from doing so. OSA may also require subsequent re-certification on a reasonable basis. Failure to comply with certification requirements will result in denial or delay of family or medical leave.

### **Return from Leave**

An employee returning from a medical leave must submit certification from their health care provider, no later than five (5) days before returning to work, that the employee is medically able to return to work and what restrictions or accommodations, if any, are needed for the employee to perform their job.

Except for employees in key positions, as defined by the law, upon an employee's timely return to work from an approved family or medical leave of absence, OSA will generally restore the employee to the same or an equivalent position with equivalent pay and benefits. If the position no longer exists, the employee will generally be offered an equivalent position that is available and for which they are qualified. However, an employee has no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee on family or medical leave would have been laid off had they not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. If an employee fails to return from family or medical leave, the employee will be required to repay OSA its share of health insurance premiums paid for the employee during the leave, provided that the failure to return to work is not due to the condition, recurrence or onset of a serious health condition, or other circumstances beyond the employee's control (as explained in the regulations to the FMLA/CFRA). If the employee is among the top ten percent (10%) of employees in terms of gross salary, OSA may refuse reinstatement in order to prevent substantial and grievous economic injury to OSA operations.

Questions concerning this policy should be directed to the Director of Human Resources.

### **Pregnancy-Related Disability Leave – Eligible for Certain Paid Leave Benefits**

Pregnancy/childbirth disability leave is available to any employee whose health care provider certifies that the employee is temporarily disabled from performing her job because of pregnancy, childbirth, or a related medical condition. This leave is in addition to any medical disability and/or family care leave to which the employee is entitled under California law. The leave may be taken in a continuous period, on an intermittent or a reduced work schedule basis, or a combination of the same.

An employee who gives birth is generally presumed to be disabled for six (6) weeks after the birth unless the birth is by cesarean section in which case the employee is presumed to be disabled for eight (8) weeks after birth. An employee whose health care provider certifies the employee as medically needing additional time off, before or after birth, due to disability caused by pregnancy, childbirth, or a related medical condition, will be granted an unpaid leave of absence – including

intermittent and/or a reduced work schedule leave – for up to a total maximum period of four (4) months per pregnancy. The four (4) months' leave is calculated by determining the number of working days the employee normally would work in seventeen and one-third (17 1/3) weeks.

PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or postpartum depression.

OSA will engage in a good-faith interactive process with an employee who requests reasonable accommodation for the employee's medical needs related to pregnancy, childbirth, or a related medical condition. Examples of reasonable accommodation by OSA include, but are not limited to, temporarily modifying the employee's work duties or schedule, providing furniture, or modifying equipment, allowing more frequent breaks, and providing lactation breaks. In addition, OSA will transfer an employee to a less strenuous or hazardous position (where one is available) if medically needed because of the employee's pregnancy. Represented employees may, at their choice, be accompanied by a union representative while engaging in the interactive process.

An employee who is pregnant or lactating is entitled to a reasonable accommodation, including transfer from the employee's current position to a less strenuous or hazardous position or duties, if such accommodation is due to pregnancy and (1) the employee provides a certification from a health care provider that such transfer is medically advisable; and (2) such transfer can be reasonably accommodated without causing an undue hardship on the Company.

If it is foreseeable that it would be medically advisable for a pregnant employee to take intermittent leave or work on a reduced work schedule based on the employee's medical treatment, we may require the employee to transfer temporarily to an available alternative position that has equivalent pay and benefits, so long as the employee is qualified for the position, and the position better accommodates recurring periods of leave than the employee's regular job. Intermittent leave will be tracked by the lowest increments allowed through the timekeeping system.

Medical certification of disability must be submitted with a request for time off form at least thirty (30) days before the initiation of the leave of absence unless the need for the leave could not be anticipated. A health care provider certification form must be submitted for each thirty (30) days of leave thereafter and must include an estimated date of return to work.

Requests to extend an initial leave period of less than four (4) months must be accompanied by an updated health care provider certification form and be received by the Director of Human Resources at least three (3) working days prior to the original return to work date. A written release from the employee's health care provider must be submitted to the Director of Human Resources before returning to work.

Although pregnancy/childbirth disability leave is unpaid, the employee may be required (subject to any restrictions imposed by state law) to use at the beginning of the leave any and all accrued paid sick time. Once such paid time off benefits are exhausted, the leave will be unpaid, unless the employee chooses to use her accrued vacation days. However, an employee disabled from working because of pregnancy, childbirth or a related medical condition may be eligible, and should apply, for State Disability Insurance ("SDI") benefits through any local office of the California Employment Development Department. (See [www.edd.ca.gov/fleclaiindi](http://www.edd.ca.gov/fleclaiindi).)

During a pregnancy/childbirth disability leave, a regular employee (including dependents) who is participating in OSA's insurance benefits will be eligible to continue such participation as if the

employee was actively working. Thus, the employee will be required to continue to pay the employee's portion of the insurance premiums during the leave and should make arrangements for such payments with the Director of Human Resources before the leave begins. If the employee fails to return from the leave and/or fails to continue employment with OSA for at least thirty (30) days thereafter, the employee may be required to reimburse OSA that portion of the insurance premiums it paid on the employee's behalf during the employee's leave. Such reimbursement is due to OSA no later than thirty (30) days after the date the employee was scheduled to return to work but did not or her termination date, whichever date is later.

An employee returning from a pregnancy/childbirth disability leave of a total period of four (4) months or less will be returned to the employee's same position unless it no longer exists or OSA was unable to hold it open or fill it on a temporary basis without substantially undermining OSA's ability to operate its business safely and efficiently. Under such circumstances, OSA will offer the employee a comparable position, if one exists and is available, that the employee is qualified to perform. However, as with FMLA/CFRA, an employee has no greater right to reinstatement than if she had been continuously employed rather than on leave. For example, if an employee would have been laid off had she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

### **Other Disability Leaves**

In addition to FMLA/CFRA, Pregnancy Disability Leave and Occupational Illness or Injury Leave, employees may be eligible to take a temporary unpaid disability leave if necessary to accommodate in a reasonable manner a medical condition or as otherwise provided by law. Any disability leave under this section will begin after employees have exhausted any paid leave to which they are entitled under the leave policies set forth in this handbook.

Any request for leave must be supported by medical certification from an appropriate health care provider.

Any such leave will be reviewed on a case-by-case basis and the terms will be set forth in writing signed by the employee and the Executive Director.

### **Workers' Compensation**

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

- Medical care;
- Cash benefits, tax free, to replace lost wages;
- Vouchers for retraining of qualified injured employees at an accredited school, as applicable, in order to allow them to return to suitable employment.

To ensure that an employee receives any workers' compensation benefits they are entitled to, the employee will need to:

- Immediately report any work-related injury to the appropriate supervisor;



- Seek medical treatment and follow-up care if required, using health care providers within the Workers Compensation network unless a valid pre-designation form was previously filed with the Director of Human Resources or their designee;
- Complete a written Employee's Claim Form (DWC Form) and return it to the Director of Human Resources; and
- Provide OSA with a certification from the appropriate health care provider regarding the need for workers' compensation disability leave, as well as the eventual ability to return to work from the leave.

Employees on workers' compensation leave are required to provide a written status update via email or phone call to the Director of Human Resources at least once every thirty (30) calendar days. This update must include a brief summary of their current medical condition, anticipated next medical appointment, and any updated work status if available. Failure to provide timely updates may delay benefit processing and/or impact leave documentation.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to their same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had they not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining OSA's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on their qualifications for any existing openings. OSA's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

OSA or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social or athletic activity that is not part of the employee's work-related duties.

Any job-related injury or illness, regardless of severity, must be reported immediately to your supervisor or the Human Resources department for prompt medical attention as necessary. Your supervisor will complete an initial safety incident report and forward it to the Human Resources department. Even if you do not feel that you need medical attention, an incident report must be filed.

### **Bereavement Leave**

OSA grants leave of absence to employees in the event of the death of the employee's current spouse/domestic partner, child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law. Unless otherwise specified in the applicable CBA, an employee with such a death in the family may take up to three (3) scheduled workdays (five (5) if services are out of town) off with pay with the approval of OSA. If more than one such death occurs simultaneously, the leaves may be taken consecutively.

OSA also grants up to five (5) days of bereavement leave for qualifying reproductive losses (miscarriages, stillbirths, failed adoptions, failed surrogacies, or unsuccessful assisted

reproduction). Please see the Director of Human Resources for further information regarding this leave.

### **Leaves For Residencies, Fellowships and Working Tours**

A leave of absence to participate in a residency, fellowship program, or working tour may be granted without pay at the discretion of the Executive Director or designee. Requests for such leave must be submitted three (3) months prior to the leave and a detailed plan on how OSA classes will be covered must be included. No more than one (1) fellowship leave will be granted in a five (5) year period.

### **Personal Leave**

A personal leave of absence without pay for up to one (1) year may be granted solely at the discretion of the Executive Director or the Executive Director's designee. Such leave may also be extended for up to one (1) additional year at the discretion of the Executive Director or the Executive Director's designee. Employees on unpaid personal leaves are not eligible for employer paid benefits, but to the extent allowed by the benefit provider may continue participating in OSA benefits at their own expense.

### **Other Leaves of Absences**

Employees may be entitled to other leaves of absence as required by applicable federal, state or local law, e.g., School/Day Care Participation Leave, Victim/Domestic Violence/Sexual Assault Leave, Military Service/Training Leave, Volunteer Firefighter Leave, Adult Literacy Education Leave, Jury/Witness Duty Leave, Time Off to Vote, Military Spouse Leave, and Organ and Bone Marrow Donor Leave. Set forth below is a brief description of the most common of such leaves.

#### **School/Day Care Time Off**

OSA will grant employees time off to participate in school activities of their children. To be eligible, the employee must be a parent, grandparent, or guardian of a child enrolled in kindergarten through grade 12 (or attending a licensed child day care facility). Those employees may take this time off without pay. Time off may not exceed eight (8) hours in any one (1) month or forty (40) hours in any calendar year. The employee must give reasonable notice of the time off to their supervisor and obtain supervisor approval.

Employees may use forty (40) hours of this leave to care for a child whose school is closed because of a government order or emergency. Employees may be required to furnish documentation from the school as proof of participation in the school activity. This can be whatever written verification the school considers appropriate and reasonable.

In addition, if it becomes necessary for an employee who is the parent or guardian of a child to attend the child's school to discuss behavioral concerns, or discipline, including suspension, the employee may take time off for this purpose. The employee should alert their supervisor as soon as possible so that alternative work arrangements can be made. This time off will not be counted against the leave maximum stated above. Pursuant to state law, no discriminatory action can be taken against a parent or guardian of a child for taking time off for this purpose.

#### **Domestic Violence/Sexual Assault/Stalking Leave**

Any employee who is a victim of domestic violence, sexual assault, or stalking may take time off, as needed, to obtain relief or to attempt to obtain relief - by means such as but not limited to

restraining orders or other injunctive relief - to help ensure the health, safety or welfare of the employee and/or the employee's child.

The employee must give reasonable advance notice to OSA of the need for and duration of the time off for a reason described above unless such advance notice is not feasible. If the need for time off could not be anticipated, before returning to work, the employee must provide the Director of Human Resources with a certification of the need for the absence. This leave is unpaid, however, employees may use accrued sick or vacation days to receive pay during such leave.

Please see the Director of Human Resources for further information regarding this leave.

### **Victim of Crime Leave**

Consistent with California law, any employee who is a victim of the commission or attempted commission of the crime of vehicular manslaughter while intoxicated, felony child abuse likely to produce great bodily harm or a death, assault resulting in the death of a child under eight years of age, felony domestic violence, felony physical abuse of an elder or dependent adult, felony stalking, a serious felony, as defined in subdivision (c) of Section 1192.7 of the Penal Code, solicitation for murder, hit-and-run causing death or injury, felony driving under the influence causing injury, or sexual assault or whose spouse, parent, child, sibling, or guardian is a victim of a such a crime may take time off to appear in court as a witness and to comply with a subpoena or other court order. The employee must give reasonable advance notice to OSA of the need for and duration of the time off for a reason described above unless such advance notice is not feasible. If the need for time off could not be anticipated, before returning to work, the employee must provide the Director of Human Resources with a certification of the need for the absence. This leave is unpaid, however, employees may use accrued paid sick or vacation days.

Please see the Director of Human Resources for further information regarding this leave.

### **Military Service/Training Leave**

All employees are eligible to apply for a military leave of absence to serve in the uniformed military services. A military leave of absence without pay will be granted for up to a maximum total of five (5) years cumulative length of all absences from employment due to military service (not including certain involuntary extensions of service).

Uniformed military service is defined as the Army, Navy, Air Force, Marine Corps, Coast Guard, and the Reserves of each of those branches of service, the United States National Guard, the California National Guard, commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States or the Governor of the State of California in the time of war or emergency.

Service is defined as active duty, active duty for training, initial active duty for training, full-time National Guard duty, or absences for examinations to determine fitness for duty.

Employees must provide reasonable advance notice of any need for military leave, unless precluded by military necessity or circumstances that make it impossible or unreasonable. Employees should submit a request for time off form to their supervisor or to the Director of Human Resources along with proof of required military service such as copies of military orders, training or induction notices.

Military leave is unpaid although an employee may use accrued vacation days at the beginning of the leave. All employee benefits cease during the unpaid portion of a military leave, although the

employee may continue their participation in group health care plans sponsored by OSA pursuant to the federal law known as COBRA by electing to do so and by paying the full premiums. Provided however, if the uniformed service is for thirty (30) or fewer days, health benefits continue and the employee will not be required to pay more than the normal employee's share of any premium.

In order to be reinstated to employment, an employee must report back to OSA within specified periods after the conclusion of their military service.

<b>If the Employee Military Service Lasts:</b>	<b>Return to Work Date:</b>
Less than 31 days	On the 1st workday after conclusion of the military service
31-180 days	By the 14th day following conclusion of the military service
More than 180 days	By the 90th day following conclusion of the military service

A limited extension of time in which to make an application for re-employment is available in the event of an injury, illness or hospitalization continuing after discharge. If an employee fails to report or apply for reinstatement for three (3) days beyond the time allowed by law, the employee will have been considered to have voluntarily resigned their employment.

With regard to any other compensation or benefits, OSA will comply with all federal and state laws in effect.

#### **Volunteer Firefighter, Reserve Peace Officer, Emergency Rescue Duty**

Any employee who is a volunteer firefighter of a regularly organized fire department, fire protection or firefighting agency that is officially recognized by the federal, state or a local government, or who is a reserve peace officer of a police or sheriff's department, will be granted a temporary leave of absence without pay to perform emergency duty as a volunteer firefighter or reserve peace officer, or to perform emergency rescue services as part of a fire department, fire protection or firefighting agency, or of a police or sheriff's department.

An employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel will be permitted to take a temporary unpaid leave, not to exceed an aggregate of fourteen (14) days per calendar year, to engage in fire, law enforcement, or emergency rescue training.

#### **Adult Literacy Education**

Employees who request to enter an adult literacy program shall be granted unpaid time off to attend such a program if time off from work is necessary to attend such program and does not impose an undue hardship on OSA. Upon request, OSA will assist employees to identify adult literacy programs in which the employee, at their option and expense, may enroll.

#### **Paid Jury/Witness Duty**

Employees will be granted leave if called to serve as a juror or witness in a legal proceeding. Upon receipt of a jury duty notice or subpoena, an employee must promptly furnish a copy of such

notice or subpoena to the Director of Human Resources so that necessary provisions can be made in the employee's absence.

Jury duty leave shall be paid for all employees. If you receive compensation from the courts for your service, other than mileage reimbursements, the compensation must be repaid to OSA.

Regular employees shall be eligible for up to two (2) days of paid leave if they are required to comply with a subpoena or other court order as a witness in a legal proceeding. If more than two (2) days of such appearance are required, the additional days shall be considered unpaid leave, but the employee has the option to instead use any accrued vacation for those days.

In all cases, paid jury and witness duty leave applies only for days on which the employee would otherwise usually have been scheduled to work.

Upon completion of jury or witness duty, certification of the specific date(s) served must be provided to the Director of Human Resources. If an employee is not required to report, or is released early from jury or witness duty, the employee must immediately return to work. If the employee is on call to report for duty mid-day and their work assignment is more than twenty (20) miles away from the assigned court, they are not required to report to work and shall apply their absences to this leave.

#### **Time Off to Vote**

Employees who are unable to vote in a statewide election during non-work hours may arrange, with at least 48 hours' advance notice, to take up to two (2) hours off from work with pay to vote. Advance approval for such time off must be obtained from the Director of Human Resources. Employees are encouraged but not required to use absentee ballot voting to avoid the need of taking time off to vote.

#### **Military Spouse or Domestic Partner Leave**

If an employee's current spouse or domestic partner is on deployment in the Armed Forces, National Guard or Reserves, the employee may be eligible to take up to ten (10) days of unpaid leave while their spouse or domestic partner is on leave from deployment. To be eligible for this leave, an employee must work an average of at least twenty (20) hours per week and must provide OSA with notice of the intent to take such leave within at least two (2) business days of receiving official notice that their spouse or domestic partner will be on leave. An employee taking military spouse/domestic partner leave must also submit written documentation to the Director of Human Resources certifying that the spouse/domestic partner will be on leave from deployment during the time military spouse/domestic partner leave is requested.

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

OSA will grant a paid leave of absence not exceeding thirty (30) business days to an employee who is an organ donor in any one (1) year period, for the purpose of donating their organ to another person. OSA may require an employee to use up to two (2) weeks of accrued vacation days and sick days before receiving organ donor leave.

Additionally, OSA will grant a paid leave of absence not exceeding five (5) business days to an employee who is a bone marrow donor in any one-year period, for the purpose of donating their bone marrow to another person. OSA may require an employee to use up to five (5) days of accrued vacation days and sick days before receiving bone marrow donor leave.

The one (1) year period referenced above is measured as twelve (12) consecutive months from the date of the employee's request for leave.

Leave may be taken in one or more periods. An employee must provide written verification to OSA that they are an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow. During this leave, OSA will maintain its contributions to the employee's health insurance under the same terms as the plan in effect at the time the request is made, if they are enrolled in OSA's health care plan at the time the request is made.

Upon expiration of the leave, OSA will reinstate the employee to the same or an equivalent position with equivalent pay and benefits. However, an employee has no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off had they not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

Organ and bone marrow donor leave does not run concurrently with any leave taken pursuant to the FMLA or the CFRA.

### **External Employee Education**

Some employees may be required to attend training programs, seminars, conferences, lectures, meetings, or other outside activities which require the written approval of the Executive Director. To obtain approval, the employee must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose and justification for attendance. Attendance at any such event is subject to the following policies on reimbursement and compensation:

OSA will reimburse employees for mileage and other reasonably incurred expenses.

## **NON-INTERFERENCE COVENANT AND COMPLIANCE**

In addition to any other covenants or agreements to which the Employee may be subject, Employee will not, directly or indirectly, during the term of their employment at OSA, either as an individual or as an employee of others:

- Induce the agents, vendors, parents, contractors, dealers, students, teachers, program directors, administrators, or staff of OSA to discontinue their relationship with OSA. If at any time, Employee believes that it might be in the best interest of a particular student to consider another educational option, Employee will consult with the Executive Director or Principal on how best to proceed in that regard; or
- Directly support the purchase of and use of materials that may be deemed religious for the purpose of educating students enrolled in the school. This does not, however, apply to texts or other materials used to neutrally teach facts about world religions in the context of instruction on history or the social sciences, nor shall it apply to images used as examples in teaching art history, so long as said texts or images are not used for religious advocacy or proselytization.

Violation of this policy may be cause for discipline up to and including termination.

## **CONFIRMATION OF RECEIPT OF HANDBOOK (UNREPRESENTED POSITIONS)**

I acknowledge receipt of this OSA Employee Handbook. I further acknowledge that this Handbook supersedes all prior OSA Handbooks. I understand and agree that:

1. My employment is governed by the policies described in this Handbook and my Employment Agreement and it is my responsibility to familiarize myself with and understand all information it contains.
2. I understand it is the policy of OSA to maintain an at-will employment relationship with each of its employees. Pursuant to this policy, the employee and OSA are both free to terminate the employment relationship at any time and for any lawful reason, or no reason. No contrary agreement exists with any employee unless set forth in writing and signed by the Executive Director and/or the Chair of the Board.
3. I understand that OSA has the right to change my job duties, title and compensation, and revise, supplement or rescind the policies described in the Handbook, or to modify or deviate from them at any time with or without prior notice to me or other employees, in OSA's sole discretion. OSA intends to make such revisions in writing and provide them to its employees within a reasonable time.
4. I certify that I have knowledge of California Penal Code Section 11166 (Mandatory Reporter) and will comply with its provisions.

This acknowledgment must be signed and returned to the Director of Human Resources within seven (7) days of my start date or receipt of the Handbook, whichever is later.

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Employee Name

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Employee Signature

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Date

## **CONFIRMATION OF RECEIPT OF HANDBOOK (REPRESENTED POSITIONS)**

I acknowledge receipt of this OSA Employee Handbook. I further acknowledge that this Handbook supersedes all prior OSA Handbooks. I understand and agree that:

1. My employment is governed by the policies described in this Handbook, my Employment Agreement, and the applicable CBA, and it is my responsibility to familiarize myself with and understand all information those documents contain.
2. I understand that OSA has the right, subject only to satisfaction of applicable bargaining obligations, to revise, supplement or rescind the policies described in the Handbook, or to modify or deviate from them at any time. OSA intends to make such revisions in writing and provide them to its employees within a reasonable time.
3. I certify that I have knowledge of California Penal Code Section 11166 (Mandatory Reporter) and will comply with its provisions.

This acknowledgment must be signed and returned to the Director of Human Resources within seven (7) days of my start date or receipt of the Handbook, whichever is later.

I have received and read this Employee Handbook.

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Employee Name

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Employee Signature

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Date