



750 Dartmouth Ave, San Carlos, CA 94070  
(650) 508-7343

# Employee Handbook

**2024-2025**

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# Introduction

This Handbook summarizes the San Carlos Charter Learning Center's (hereinafter referred to as the "School") personnel policies applicable to all employees. Please review these policies carefully. If you have any questions about the policies outlined in this Handbook, or if you have any other personnel related questions, whether related to policies specifically addressed in this Handbook or not, please consult the Human Resources Administrator.

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

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

Once you have reviewed this Handbook, please sign the acknowledgement form found at the end of this Handbook and submit the form to the Human Resources Administrator. This signed acknowledgement demonstrates to the School that you have read, understood, and agreed to comply with the policies outlined in the Handbook.

# Hiring Policies and Procedures

## **At-Will Employment**

The School is an at-will employer. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the School. Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause and with or without notice at any time. Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion.

No manager, supervisor, or employee of the School has authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Any agreement that alters the "at-will" nature of employment must be in writing signed by the Executive Director and approved by the Board of Directors.

## **Equal Employment Opportunity Policy**

The School is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunities to all qualified individuals without regard to race, religious creed (which includes religious dress and grooming practices), color, religion, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ethnicity, ancestry, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, age, physical or mental disability, genetic information, gender, gender identity, gender expression, marital status, immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), medical condition, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

This policy extends to all employees and to all aspects of the employment relationship, including hiring, recruiting, firing, promotion, demotion, training, compensation, qualifications and job requirements. The School makes these decisions on the basis of merit and/or business necessity. Furthermore, the School prohibits all unlawful discrimination against any employee or applicant for employment in its programs or activities based on any of the categories described above.

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

unless undue hardship would result. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact the Human Resources Administrator and request such an accommodation. The School will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

If you believe prohibited discrimination has occurred, please follow the complaint procedure described below.

### Immigration Compliance

The School is committed to full compliance with federal and state immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of his or her identity and legal authority to work in the United States no later than three business days after he or she begins work. Accordingly, all new hires must go through this procedure.

### Certification and Licensure of Instructional Staff

Each of the School's core academic teachers may be required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold and may be required to meet certain federal requirements related to subject-matter expertise in order to meet federal requirements for "highly qualified teachers." Paraprofessional staff may also be required to document that they meet federal requirements for paraprofessional staff.

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

### Tuberculosis Testing

Except as provided below, no person shall be employed by the School unless the employee has submitted proof of submission to a tuberculosis risk assessment within the past 60 days, and if tuberculosis risk factors are identified, has been examined to determine that he/she is free of infectious tuberculosis. If no risk factors are identified, an examination is not required. Employees



transferring from other public or private schools within the State of California must either provide proof of an examination within the previous 60 days or a verification from the previous employer that the person has a certificate on file showing that the person is free from infectious tuberculosis.

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

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

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

The County Health Department may provide skin testing to employees at regular intervals at no cost to the employee. The availability of this testing may be announced by the School.

### Criminal Background Checks

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

# General Workplace Policies

## **Prohibition of Harassment/Discrimination and Protection Against Retaliation Policy**

The School is committed to providing a workplace and educational environment free of sexual harassment, as well as harassment and discrimination based on such factors as race, religious creed (which include religious dress and grooming practices), color, ethnicity, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, age, medical condition, genetic information, gender, gender identity, gender expression, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), physical disability, mental disability, military and veteran status, or any other category made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

The School will not condone or tolerate harassment or discrimination of any type by any employee, whether supervisory or co-employee, against an employee, third party vendor, or student. The School also does not condone or tolerate harassment of its employees by any third parties or students. The School will promptly and thoroughly investigate any complaint of harassment or discrimination and take appropriate corrective action, if warranted.

The School will take all reasonable steps to prevent discrimination and unlawful harassment from occurring. If you believe you have been subjected to unlawful harassment, please follow the complaint procedure outlined below. Employees must report conduct prohibited by this policy whether or not they are personally involved.

### Definition of Harassment

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments (including, but not limited to, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status, or mockery of an accent or a language or its speakers).
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures.

- Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work because of sex, race, or any other protected basis.
- Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors.
- Retaliation for having reported or threatened to report unlawful harassment in good faith.
- Unwanted sexual advances, flirtations, touching, or requests for sexual favors;
- Verbal abuse of a sexual nature;
- Graphic or suggestive comments about dress or body and the sexual uses to which it could be put;
- Unwarranted graphic discussion of sexual acts;
- Sexually degrading words;
- Suggestive or obscene letters, notes, or invitations;

### Retaliation Policy

It is in violation of the School's policy for the School or any employee to demote, suspend, reduce, fail to hire or consider for hire, fail to give equal consideration in making employment decisions, fail to treat impartially in the context of any recommendations for subsequent employment that the School may make, adversely affect working conditions or otherwise deny any employment benefit to or take actions that are materially adverse against an individual because that individual has opposed practices prohibited by law or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by a federal or state employment agency, or their staff. Any employee retaliating against another employee, applicant or student will be disciplined, up to and including termination.

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

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

### Complaint Procedure – Unlawful Harassment, Discrimination, and Retaliation

#### **Internal Procedures**

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

Any employee who has experienced or is aware of a situation that is believed to be unlawfully harassing, discriminatory, or retaliatory has a responsibility to report the situation immediately to the Executive Director, the Human Resources Administrator, or a member of the Board of Directors. A Harassment Complaint Form may be obtained from the Human Resources Administrator. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

Upon notice of such a complaint, the School will attempt to resolve the situation by promptly undertaking an effective, thorough, and objective investigation through the use of qualified personnel and using methods that provide all parties with appropriate due process. During the investigation, the School will provide regular progress updates, as appropriate, to those directly involved. The School will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected.

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

If the School determines that unlawful conduct or a violation of applicable policies has occurred, appropriate remedial measures will be taken in accordance with the circumstances involved. Any employee determined by the School to be responsible for unlawful discrimination, harassment, and/or retaliation will be subject to appropriate disciplinary action, up to and including termination. Appropriate action will also be taken to deter future conduct.

There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven.

## **External Procedures**

Employees or job applicants who believe that they have experienced unlawful harassment, discrimination, or retaliation may file a complaint directly with the Department of Fair Employment and Housing (“DFEH”) or the Equal Employment Opportunity Commission (“EEOC”). The DFEH and the California Fair Employment and Housing Council (“FEHC”) as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, harassment, and/or retaliation or make other changes in School policies.

For more information, contact the Department of Labor toll free at (800) 884-1684, in the Sacramento area and out of state at (916) 227-0551, or visit its website at [www.dfeh.ca.gov](http://www.dfeh.ca.gov). To contact the nearest field office of the Equal Employment Opportunity Commission (“EEOC”), call 1-800-669-4000. You should be aware that state and federal law provide time limits within which complaints must be filed. Contact the relevant agency to determine the applicable time limit.

## **Workplace Anti-Violence Policy**

The School takes the safety and security of its employees seriously. Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the School, occur on School property, or occur in the conduct of School business off property will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in School operations, including, but not limited to, School students, parents, employees, independent contractors, temporary employees, vendors and anyone else on School property or conducting School business off property. Violations of this policy, by any individual, may result in disciplinary action, up to and including termination and/or legal action as appropriate.

### Workplace Violence Defined

Workplace violence includes, but is not limited to, threats of any kind; threatening, physically aggressive, or violent behavior, such as intimidation or attempts to instill fear in others; other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of School property; defacing School property or causing physical damage to the facilities; and bringing weapons or firearms of any kind on School premises or while conducting School business.

### Enforcement/Complaint Procedure

Any person who violates this policy on School property may be removed from the premises as quickly and safely as possible, at the School’s discretion, and may be required to remain off School premises pending the outcome of an investigation of the incident.

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, student, parent, visitor, or anyone else, he or she must immediately notify his or her

supervisor, the Human Resources Administrator, the Office Manager, or the Executive Director. Furthermore, employees should notify Human Resources or the Executive Director if any restraining order is in effect or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the School will inform the reporting individual of the results of the investigation. To the extent feasible, the School will maintain the confidentiality of the reporting employee. However, the School may need to disclose information in appropriate circumstances (for example, in order to protect individual safety). The School will not tolerate retaliation against any employee who reports workplace violence.

If the School determines that workplace violence has occurred, the School will take appropriate corrective action and may impose disciplinary action, up to and including termination.

### **Drug-and Alcohol-Free Workplace**

The School believes that the maintenance of a drug- and alcohol-free workplace is essential to staff and learner safety and to help ensure a productive and safe work and learning environment. An employee shall not unlawfully manufacture, distribute, dispense, possess, or use any controlled substance in the workplace.

Employees are prohibited from being under the influence of controlled substances or alcohol while on duty. For purposes of this policy, "illegal drugs" includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana), and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). "Drug paraphernalia" means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. "On duty" means while an employee is engaged in both instructional and non-instructional participation in the classroom or workplace, at extracurricular or co-curricular activities, or while transporting learners or otherwise supervising learners.

The School prohibits the following:

- Use, possession, manufacture, distribution, dispensation, purchase, or sale of alcohol (if unauthorized), illegal drugs or drug paraphernalia on the School's premises, while on duty;
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises;
- Being under the influence of alcohol (if unauthorized) or illegal drugs on the School's premises, while on duty;

- Refusing to submit to an inspection or testing when requested by management;
- Failure to keep all prescribed medicine in its original container, which identifies the drug, date of prescription, and the prescribing doctor.

An employee shall abide by the terms of this policy and shall notify the School, within five days, of his/her conviction for violation of any criminal drug statute.

This policy will not be construed to prohibit the use of alcohol at social or business functions sponsored by the School where alcohol is served or while entertaining clients and prospective clients of the School. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

The School may at times conduct unannounced searches of School property for alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. This may include desks, storage areas and rooms normally used to store employees' personal property. As a result, employees do not have an expectation of privacy in this regard.

Compliance with this Drug and Alcohol Abuse Policy is a condition of employment at the School. In accordance with the law, the Executive Director or designee shall take appropriate disciplinary action, up to and including employment termination, against an employee for violating the terms of this policy and/or shall require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state, or local public health or law enforcement agency or other appropriate agency.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, the School may report such illegal drug activities to an appropriate law enforcement agency.

The School may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent

refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

### **Smoking**

All School buildings and facilities are non-smoking facilities.

### **Health, Safety, and Security Policies**

The School is committed to providing and maintaining a healthy and safe work environment for all employees. The School maintains a Comprehensive Safety Plan, which is kept in the office and is available for your review.

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

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

### **Company Property Inspections**

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

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

All School property must be immediately returned upon termination of the employment relationship.



## **Housekeeping**

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

## **Lactation**

Employees may use their meal and/or rest periods for the purpose of expressing breast milk. If required, a reasonable amount of additional time will be provided. Such additional time will be unpaid.

A private place to express breast milk, other than a toilet, will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. Please see the Human Resources Administrator for more information.

## **Employees Who Are Required to Drive**

When employees are required to drive their own vehicle on approved School business, they are required to show proof of a current, valid license and proof of current, effective insurance coverage to the Office Manager. If the employee is transporting students and/or co-workers, the School may identify the required minimum insurance coverage necessary above limits required by law. If an employee's license is revoked or he/she fails to maintain personal auto insurance coverage, the School retains the right to transfer to an alternative position, suspend, or terminate that employee. Reimbursement rates for driving on School-approved business in private vehicles will be at the rate established by the Internal Revenue Service.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use must refrain from using their phone while driving unless they are using a hands-free device. Thus, unless an employee is using a hands-free device in a safe-manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by the School or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves, students, or others at risk to fulfill business needs.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability.

Violations of this policy will be subject to disciplinary action, up to and including termination.

### **Soliciting While on Duty**

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

### **Computer, Server, and Internet Usage and Privacy**

Every user who is provided access to the School's Communications Systems is responsible for using the Communications Systems in accordance with this policy. Any questions about this policy should be addressed to the Human Resources Administrator or Office Manager.

#### Definitions

The School's electronic communications systems ("Communications Systems") includes, but is not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, PDAs, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks.

#### Ownership and Conditions of Use

The Communications Systems is the property of the School. It has been provided by the School for the sole purpose of conducting School-related business as well as other business that is approved by the Executive Director of the School. All communications and information transmitted by, received from, or stored in these systems are School records and the property of the School.

Electronic communications are a means of business communication. The School requires all users to conduct themselves in a professional manner. Users should conduct all electronic communications with the same care, judgment, and responsibility that they would use when sending letters or memoranda written on School letterhead. Special care must be taken when posting any information on the Internet because of the potentially broad distribution of and access to such information.

To protect the integrity of the School's Communications Systems and the users thereof against unauthorized or improper use of these systems, the School reserves the right, without notice, to limit or restrict any individual's use, and to inspect, copy, remove, or delete any unauthorized use of

its Communications Systems upon authorization of the Executive Director or his or her delegatee. The School also reserves the right periodically to monitor the use of its Communications Systems and to access users' voice mail, Internet access, and e-mail for that purpose or any other business related purpose upon authorization of the Executive Director or his or her delegatee.

Erasing an e-mail message from a mailbox does not necessarily erase all copies of the message on the network. Archived copies may be stored for substantial periods of time and are subject to the provisions of this policy regarding content, review, access, and disclosure.

Users are required to comply with the School's Computer Usage and Privacy Policy and agree to be bound by this policy by using the School's Communications Systems.

### Confidentiality and Privileges

Information stored on the Communications Systems is intended to be kept confidential within the School. The School has taken all reasonable steps to assure confidentiality and security. Like other means of communication, however, it is not possible to guarantee complete security of electronic communications either within or outside the School, and care should be exercised when sending or receiving sensitive, privileged, or confidential information electronically. For example, information sent through the Internet can be monitored by external systems en route to its final destination. All users must keep this in mind when forwarding sensitive, confidential, and/or privileged information. Where appropriate, this fact should be disclosed to outside contacts.

### Prohibited Use

Users are prohibited from using the Communications Systems for any unauthorized or unlawful purpose, including, but not limited to, the following:

Users of the Communications Systems are strictly prohibited from using the Communications Systems to deliver a message that is harassing or offensive on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. The School has policies against discrimination, harassment, and retaliation, and those policies apply to the use of the Communications Systems.

Users are prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.

Users are prohibited from using the Communications Systems to transmit, display, store, publish, or purposely receive any pornographic, obscene, or sexually explicit material.

Users are prohibited from using the Communications Systems for visiting, or transmitting or receiving data to or from, social networking websites, including, but not limited to, Facebook, Twitter, Pinterest, LinkedIn, YouTube, Instagram and Snapchat when it interferes with their work or otherwise impacts their job performance.

Users must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the Communications Systems without the prior written authorization of the Executive Director of the School.

Users must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper authorization from the School.

Users are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's email and voicemail mailboxes without proper authorization, based on legitimate business reasons, from the Executive Director or his or her delegatee. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.

### Access and Disclosure

The Communications Systems is provided solely for the purpose of conducting the School business. Incidental and occasional personal use of the Communications Systems is permitted, but such communications must not disrupt School business, and users **do not have any expectation of personal privacy in any matters stored in, created, received, or sent over the Communications Systems.**

The School, as owner of the Communications Systems, to protect the integrity of its systems from unauthorized or improper use, reserves the right for legitimate business reasons, upon authorization of the Executive Director or his or her delegatee, to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its Communications Systems without the permission of or prior notice to any user.

Although the School entrusts you with the use of voice mail, e-mail, computer files, software, or similar School property, you should keep in mind that these items have been installed and maintained at great expense to the School and are only intended for business purposes. At all

times, they remain School property. Likewise, all records, files, software, and electronic communications contained in these systems also are School property. You are advised that electronic files, records, and communications on School computer systems, electronic communication systems, or through the use of School telecommunications equipment are not private. Although they are a confidential part of School property, you should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voicemail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by School personnel for any number of business reasons. As a result, employees do not have an expectation of privacy in this regard. Accordingly, these systems and equipment should not be used to transmit personal messages, except in necessary situations or when exceptions are specifically sanctioned by management. Voice mail messages and e-mail messages should be routinely deleted when no longer needed. The School is not responsible for costs incurred when employees use School telephones or e-mail systems for personal matters.

You should be advised to use voice mail and e-mail as cautiously as you would use any more permanent communication medium such as a memorandum or letter. You should realize that e-mail messages:

- May be saved and read by third parties.
- May be retrieved even after "deletion."
- May be accessed by authorized service personnel.
- May be examined by management without notice for business purposes.

There will be times when the School, in order to conduct business, will utilize its ability to access your email, voicemail, computer files, software, or other School property. The School also may inspect the contents of your voice mail, e-mail, computers, computer files, or software to monitor job performance, for training or quality control purposes, or when the School suspects that School property is being used in an unauthorized manner.

The School reserves the right to use and disclose any electronic non-privileged communication on its Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials.

#### Discipline for Violations of Policy

Any person who discovers misuse of the Internet access or any of the School's Communications Systems should immediately contact Human Resources or the Executive Director of the School. **Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.**

### Policy May Be Amended at Any Time

The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices and to improvements and innovations to existing systems and devices and to completely new technologies, devices, and systems. The School reserves the right to amend this policy at any time through an authorized writing from an authorized School representative.

## **Social Media**

### Scope

In light of the explosive growth and popularity of social media technology in today's society, the School has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to the School; (2) engage in social media activities during working hours; (3) use School equipment or resources while engaging in social media activities; (4) use your School email address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with the School; (6) interact with School students or parents/guardians of School students (regarding School-related business) on the Internet and on social media sites; or (7) create or use a School-affiliated social media account.

For the purposes of this policy, the phrase "social media" refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Twitter, Pinterest, LinkedIn, YouTube, Instagram and Snapchat, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

This policy is intended to supplement, not replace, the School's other policies, rules, and standards of conduct. For example, School policies on confidentiality, use of School equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with all School policies whenever your social media activities may involve or implicate the School in any way, including, but not limited to, the policies contained in this Handbook.

### Standards of Conduct

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with the School.
- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- While limited and incidental social media activities at work may be tolerated, such social media activities may not interfere with your job duties or responsibilities.
- Be knowledgeable about and comply with the School's background check procedures. Do not "research" job candidates on the Internet or social media websites without prior approval from Administration.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from Administration.
- Always try to be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School. Avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Never post any information or rumors that you know to be false about the School, fellow employees, students,

parents, vendors, customers, suppliers, people working on behalf of the School, or competitors.

- Express only your personal opinions. Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the School.”
- Never be false or misleading with respect to your professional credentials.

### Creating and Using School Social Media

Employees are only permitted to communicate and connect with students on social media that is owned and operated by the School. Employees are only permitted to communicate and connect with students’ parents or guardians regarding School-related matters on social media that is owned and operated by the School. All communications with parents or guardians regarding School-related matters on non-School or personal social media may result in disciplinary action, up to and including termination. Any communication whatsoever with students on non-School or personal social media may result in disciplinary action, up to and including termination.

The Administration is responsible for approving requests for School social media, monitoring School social media for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). The School owns, operates, and controls all School-affiliated social media accounts. The School has final approval over all content and reserves the right to close the social media account at any time, with or without notice. Any unlawful, inappropriate or unprofessional communications may result in disciplinary action, up to and including termination.

To set up social media that is owned and operated by the School in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create School social media from the Executive Director.
- Contact Administration to set up social media. Provide the username and password that you would like assigned to the account. If you change the username and/or password, you must immediately update this information with the Administration. Failure to do so may result in disciplinary action, up to and including termination.



- Any social media created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

### Access

Employees are reminded that the School's various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, email accounts, video conferencing, voice mail, facsimiles, internal and external networks, computers, cell phones, smart phones, PDAs, tablets, and other similar devices, are the property of the School. All communications and information transmitted by, received from, or stored in these systems are School records.

As a result, the School may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. The School may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with the School has engaged in a violation of this, or any other, School policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to the School's various electronic communications systems.

### Discipline

Any violation of this Social Media Policy may result in disciplinary action, up to and including immediate termination.

### Retaliation is Prohibited

The School prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

### Questions

In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact Human Resources.

Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

### **Copiers**

Copy machines are available for educator, parent, and learner use for School-related work. Please be mindful of paper use and inform the Office Manager if supplies are low.

## **Recognition of Religious Beliefs and Customs**

The School allows the inclusion in instructional programs of references to religion and the use of religious literature, art, music, or symbols to illustrate the subject matter being taught. Instruction should be designed to broaden the students' understanding of social and cultural history and their tolerance for the multiple ways of life practiced by the peoples of the world. When school programs and exhibits are in any way related to instruction about religion or religious holidays, the following guidelines shall be observed:

- The Executive Director or designee shall ensure that school-sponsored programs are not, or do not have the effect of being, religiously-oriented or a religious celebration.
- Program or exhibit planners shall take into consideration the diverse religious faiths represented in the community, student body, and staff.
- Students and staff whose beliefs prohibit their participation in a program shall be excused without penalty, and an alternative activity shall be provided for any such student.

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

At the time of your employment, a personnel file is established for you. Please keep the Human Resources Administrator advised of changes that should be reflected in your personnel file. Such changes include: change in name, address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact you should the change affect your other records.

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

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

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

### **Hours of Work**

The full-time work schedule for staff is 40 hours per week.

## **Employee Classification**

The School's employees are classified in each of the following categories: (1) Exempt and non-exempt; (2) instructional and non-instructional; (3) full-time, part-time, or temporary; and (4) school-year, extended school-year, or year-round.

### Exempt/Non-Exempt

Employees will be classified as either exempt or non-exempt as follows:

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

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

### Instructional/Non-Instructional

In addition to the exempt/non-exempt classification, employees will also be classified as either instructional or non-instructional as follows:

**Instructional Employee:** Instructional employees are those employees hired by the School for the primary purpose of instructing students.

**Non-Instructional Employee:** Non-instructional employees include those employees hired by the School who do not primarily instruct students, such as administrative, operational, and support staff employees.

### Full Time/Part Time/Temporary

In addition to the two classifications above, employees will be classified as either full time, part time or temporary as follows:

**Full Time:** Employees who work between 35-40 hours in a week are considered full-time.

**Part Time:** All employees who work less than 35 hours in a week are considered part-time employees.

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

Part-time employees who work less than 20 hours per week and temporary employees are not entitled to benefits provided by the School except those required by law. Independent contractors,

substitute educators, consultants, and leased employees (i.e., those working for an employment agency) are not employees of the School and are not eligible for benefits provided by the School.

### Work Year (School-Year; Extended School-Year; Year-Round)

Finally, in addition to the three classifications above, employees are classified according to one of the three following work years:

**School-Year Staff:** The scheduled work period for school-year staff is defined by the school year calendar. It consists of approximately 10 months.

**Extended School-Year Staff:** Extended school-year staff work the extended school-year calendar, which consists of the school-year staff calendar plus additional periods before the school year starts and after the school year ends.

**Year-Round Staff:** Year-round staff work approximately 12 months based on the year-round staff calendar.

If you have any questions about your classification, please consult with the Human Resources Administer.

### **Overtime**

The School follows all applicable federal and state laws regarding the payment of overtime wages by compensating all non-exempt employees for overtime hours worked. For purposes of overtime calculations for non-exempt employees, the School's workweek begins on Sunday and ends the following Saturday. The workday begins at midnight and ends the following day at 11:59 p.m. You will be informed when you are required to work overtime hours. All overtime hours worked must be pre-authorized in writing by your supervisor. Working overtime without approval may subject an employee to discipline, up to and including termination.

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

### **Make-Up Time**

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

Make-up time is strictly voluntary.

## **Meal and Rest Breaks**

All non-exempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not join together required meal or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier. In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy, you must notify Human Resources in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken.

Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

**Meal Periods:** All non-exempt employees are provided the opportunity to take a paid uninterrupted meal period of **at least 30 minutes each day they work more than 5 hours**. You must commence the meal period before you complete your fifth hour of work. Thus, if you begin working at 8:30 a.m., for example, you must take your meal period prior to 1:30 p.m. In addition, you must record the actual times that you stop and start work to take a meal period. A second meal period of not less than 30 minutes is also required whenever a non-exempt employee works more than 10 hours in a workday. You must commence your second meal period before you complete your tenth hour of work. Meal periods are paid.

**Rest Periods:** All non-exempt employees are authorized, permitted, and strongly encouraged to take a paid 10-minute rest period every 4 hours worked or major fraction thereof. Ordinarily, this amounts to two 10-minute rest periods per 8-hour workday. The first rest period should be taken roughly in the middle of the 4-hour work period prior to lunch, and the second rest period should be taken roughly in the middle of the 4-hour work period following lunch. You do not need to record the times of these rest periods. You will be paid for the time spent on your rest periods.

## **Pay Days**

All employees are paid twice per month. Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the next day of work after the day(s) off.

School-year employees have the option to be paid over a 12-month calendar year. Direct deposit may be arranged by filling out the appropriate forms with the Human Resources Administrator.

## **Retirement Plan**

Qualifying employees will participate in STRS (State Teachers Retirement System) or PERS (Public Employees Retirement System). Employee contributions will be deducted from payroll. In addition, the School will contribute the required employer's portion.

## **Attendance Policy**

All employees are professionals and are expected to report an absence through the School substitute system whether or not a substitute is required. If the substitute system is non-functional, all absences must be immediately reported to the Human Resources Administrator at least two hours prior to the start of the workday. Written plans and instructions must be provided in advance to assist any substitute educator.

All non-illness or non-emergency staff absences and requests must be approved by the Executive Director.

## **Time Records**

Time records must be accurately kept reflecting all regular hours and overtime hours worked and meal periods taken by non-exempt employees. Time records must be approved by employees, verifying and attesting to the truth of the information contained therein. All absences, tardies, and overtime must be accurately reflected on the time record.

Exempt employees must report all time missed from work and deductions from pay or leave banks will be made only as provided by law.

Employees are prohibited from doing the following:

- Recording hours worked inaccurately.
- Recording hours worked on behalf of another employee.
- Working "off the clock."
- Failing to record all hours worked.
- Falsifying any time record.

Violations of this policy may result in disciplinary action, up to and including termination.

## **Mandatory Training and Meetings**

The School will pay non-exempt employees for attendance at mandatory trainings, lectures and meetings outside of regular working hours. All mandatory trainings, lectures and meetings will be

identified as such. The School will not pay non-exempt employees for attendance at voluntary trainings. If you are unsure about the characterization of an offered training, lecture or meeting, please contact the Human Resources Administrator before attending.

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

# Standards of Conduct

## **Personal Appearance**

In order to contribute to a productive learning environment, all employees should maintain professional standards of dress and grooming. Our staff is encouraged, during school hours, to wear clothing that demonstrates their high regard for education and presents an image consistent with their job responsibilities. Common sense in your personal appearance should be the guiding principle in selecting apparel. If you have any questions about whether attire is appropriate, please contact the Human Resources Administrator in advance.

## **Student Safety**

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

## **Staff-Student Relations Policy**

### Boundaries Defined

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

### Unacceptable and Acceptable Behavior

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

Employees must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of academic



excellence, employee-student interaction has Boundaries regarding the activities, locations, and intentions.

The following is an illustrative list of unacceptable behavior, which includes, but is not limited to:

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from the School
- Making, or participating in, sexually inappropriate comments
- Sexual jokes or jokes/comments with sexual double entendre
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from School or School activities without parental permission
- Being alone in a room with a student at the School with the door closed
- Allowing students in your home without signed parent permission for a preplanned and precommunicated educational activity that must include the presence of another educator, parent, or other responsible adult
- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student
- Sending emails, text messages, instant messages, social media messages, or letters to students if the content is not about School activities and not in accordance with applicable School policies or in violation of the School's Social Media Policy

- Being “friends” with a student on any personal or non-School social media website
- Communicating with students or parents/guardians in violation of the School’s Social Media Policy
- Engaging in inappropriate and/or unprofessional communications with students on School social media
- Using profanity with or to a student
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee’s employment issues

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited to:

- Obtaining parents’ written consent for any after-school activity on or off campus (exclusive of tutorials)
- Obtaining formal approval (School and parental) to take students off School property for activities such as field trips or competitions
- Emails, text messages, phone conversations, and other communications to and with students must be professional and pertain to School activities or classes, and communication should be initiated via School-based technology and equipment
- Keeping the door open when alone with a student
- Keeping reasonable space between you and students
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Asking for advice from senior staff or administrators (such as Human Resources or the Executive Director) if you find yourself in a difficult situation related to Boundaries
- Involving your supervisor if conflict arises with a student
- Informing Human Resources or the Executive Director about situations that have the potential to become more severe

- Making detailed notes about an incident that could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers
- Asking another employee to be present if you will be alone with any student who may have severe social or emotional challenges
- Asking another employee to be present, or within close supervisory distance, when you must be alone with a student after regular School hours
- Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high five's, and handshakes
- Keeping your professional conduct a high priority during all moments of student contact
- Asking yourself if any of your actions that go contrary to these provisions are worth sacrificing your job, your career, and the reputation of the School

### Reporting Violations

When any employee, parent, or student becomes aware of an employee having crossed the Boundaries specified in this policy, he or she must promptly report the suspicion to Human Resources or the Executive Director. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse.

### Child Neglect and Abuse Reporting

Any School employee who knows or reasonably suspects a child has been the victim of abuse or neglect shall report the instance to a child protective agency. School employees are required to report if they have a "reasonable suspicion" that abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause another person in the same situation to suspect child abuse or neglect.

Reporting is to be done immediately by phone to a child protective agency. The phone call is to be followed by a written report within thirty-six (36) hours. There is no duty for the reporter to contact the child's parents. In fact, if a child is released to a peace officer or a child protective agent, the reporter shall not notify the parent as required in other instances of removal.

Child abuse is broadly defined as a physical or mental injury, which is inflicted by other than accidental means on a child by another person. Child abuse can take the following several forms:

**Sexual abuse:** Sexual abuse means, in general, sexual assault or sexual exploitation. Sexual abuse does not include children who voluntarily engage in sexual activity with children of a similar age. Pregnancy of a minor does not, in and of itself, constitute suspicion of child abuse.

**Neglect:** Neglect occurs when a child's custodian has failed to provide adequate food, clothing, shelter, medical care, or supervision. This failure may or may not have resulted in any physical injury.

**Unlawful corporal punishment:** Unlawful corporal punishment occurs when any person willfully harms or injures a child to such a degree that results in a traumatic condition.

**Willful cruelty or unjustifiable punishment:** Child abuse also includes the situation where any person "willfully causes or permits any child to suffer unjustifiable pain or mental suffering," or when any person endangers a child's health.

Child protective agencies responding to incident reports are prohibited from disclosing a reporter's identity to a reporter's employer.

**Any person failing to report child abuse as required by law is guilty of a misdemeanor.**

### **Investigating**

The Executive Director will promptly investigate any allegation of a violation of the Employee-Student Relations Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances, unless the allegation also constitutes a reportable allegation under California Penal Code section 11166. In the event the allegation also constitutes such a reportable allegation, the Executive Director shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such a report with a written report within thirty-six (36) hours.

If the allegation is only a violation of the Employee-Student Relations Policy, but not a violation of California Penal Code section 11166, the Executive Director or other appropriate administrator shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

### **Violations of This Policy**

Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

## **Expense Reimbursements**

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

### Mileage

All employees who drive their personal vehicles in the course and scope of their employment must submit a request for mileage reimbursement. Employees will be reimbursed at the per mile rate established by the Internal Revenue Service. Employees may obtain the reimbursement form from Human Resources and must include the miles driven, the addresses of the origination and destination, and the date the mileage was incurred. Employees must attach all receipts and documentation, if any.

### Cell Phones

Employees are discouraged from conducting School-related business on their personal cell phones, but are eligible for a reimbursement for business-related charges if they are incurred due to necessity. To receive reimbursement, the employee must provide the School with a copy of his or her cell phone bill, indicating which charges are business-related. The employee will either receive reimbursement for those charges or, if the usage is included in the employee's cell phone plan, the employee will receive reimbursement for the phone plan in proportion to his or her business use. For instance, if an employee pays \$100 per month for a cell phone plan and 10% of his or her use is business-related, s/he will receive a reimbursement of \$10.

Some employees may be eligible to participate in the School cell phone plan, rather than receive reimbursement for a personal cell phone plan. Employees who receive a School cell phone should not use a personal phone to conduct School-related business.

## **Performance Expectations**

In order for the School to successfully function, there are certain principles and expectations by which each employee needs to abide. When those principles are violated or ignored, it can have a negative impact on your ability to be successful, your team's ability to be successful, and the School's ability to accomplish its goals.

The following are examples of principles that are valued at the School:

- Teamwork;
- Dependability and good attendance;

- Treating people with respect;
- Carrying out your responsibilities and interacting with others in an honest and straightforward manner and respecting the property of others;
- Complying with the School safety regulations;
- Complying with the reasonable requests and expectations of your supervisor;
- Abiding by all state and federal laws regarding the possession, sale, attempted sale, or consumption of illegal substances;
- Resolving conflicts in a professional manner without fighting, threatening, or intimidating others.

Some rules of conduct are necessary for employee safety, effective work, fairness, and protection of the learners, other employees, and School property. There are certain actions that are unacceptable and may result in disciplinary action up to and including employment termination. It is not possible to list every unacceptable behavior; as such, this list is not all-inclusive:

- Poor work performance as documented in writing by the School administration, including, but not limited to: refusal or inability to maintain school work standards; poor attitude; excessive absence from work, including repeated tardiness; personal leave without advance notice; or abuse of sick leave/emergency time off;
- Gross insubordination or misconduct, including abusive language or conduct toward any member of the School community;
- Intentional damage to school, co-worker, or learner property;
- Theft, including removing any property that the employee does not own, without express (not assumed or inferred) permission by the Executive Director;
- Falsification of any records, or providing false information to the School or parents including falsification of time records, whether the employee's or someone else's;
- Inappropriate use of school equipment, time, materials, or facilities;
- Possession of weapons or firearms on school property.

### **Confidential Information**

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all parent and student information, parent and student lists, lesson plans, techniques and concepts, marketing plans, design specifications,

design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance.

The School prohibits audio or video recordings in the workplace, during working hours, without authorization of the School due to privacy and confidentiality concerns and protections.

The School devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of the School you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by the School. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of the School, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information shall be returned to the School during extended leaves of absence or upon termination of employment.

During your employment with the School, you will not be permitted nor required to breach any obligation to keep in confidence proprietary information, knowledge, or data acquired during your former employment. You must not disclose to the School any confidential or proprietary information or material belonging to former employers or others.

Although some written and electronic materials owned by the School may be considered to be public records, employees must refer any person seeking School records or information to Human Resources for handling.

Failure to comply with this policy may result in disciplinary action, up to and including terminations.

### **Conflict Resolution**

School philosophy encourages open, two-way communication among members of the School community, and employees are asked to take direct responsibility for their own conflict resolution. This may involve parents, learners, and/or other staff members. If you feel you cannot resolve the conflict on your own, you may choose to bring a School administrator or another School employee in to help facilitate these discussions.

If a School-related issue is not being satisfactorily resolved through open discussion, or if employees are uncomfortable discussing a problem with the involved party and/or another staff member, they should involve the Executive Director. The employee may also choose to provide written communication to the other person(s) involved and/or the Executive Director. The Executive Director will then establish a process for resolution of the issue.

If the complaint is about the Executive Director and cannot be resolved directly, then written communication should be made to the Board of Director's Chair or Board of Director's delegate who will then coordinate the process for resolution.

### **Conflicts of Interest**

All employees must avoid situations involving actual or potential conflicts of interest. An employee involved in any relationships or situations that he or she believes may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances, up to and including termination. Failure to disclose facts related to a potential or actual conflict of interest shall constitute grounds for disciplinary action.



# Benefits

## Holidays

The School does not provide holiday pay.

## Paid Meal Periods

As a benefit to its employees, the School provides paid meal periods. Meal periods must be taken in accordance with the Meal and Rest Break Policy above.

## Sick Leave/Emergency Time Off

### Eligible Employees

All employees (including part-time and temporary) who work for the School more than 30 days within a year in California are eligible to accrue paid sick leave/emergency leave beginning on the first day of employment under the accrual rate and cap set forth in this policy.

### Permitted Use

Eligible employees may use their accrued paid sick leave/emergency leave to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee's family member.

For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

Employees may also use their paid sick leave/emergency leave to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

### Accrual/Allotment, Maximum, and Carryover

**Exempt Employees:** Salaried, full-time employees accrue 4 hours of sick time per pay period, up to a maximum of 80 hours for 10-month employees, 88 hours for 11-month employees, and 96 hours for 12-month employees. Salaried, exempt employees working on a part-time basis shall accrue sick hours on a prorata basis to the proportion of hours worked each week compared to the full-time equivalent. Sick hours may be carried over each year. Sick leave can be taken in increments of 1 hour.

**Non-Exempt Employees:** Hourly, non-exempt employees accrue 1 hour of sick time for every 20 hours worked (which includes overtime hours), up to a maximum of 96 hours.

### Limits on Use

Paid sick leave/emergency leave may be taken in minimum increments of one hour. If an employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use accrued paid sick leave/emergency leave to make up for the absence.

### Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use paid sick leave/emergency leave, if foreseeable. If the need to use paid sick leave/emergency leave is not foreseeable, the employee must provide notice as soon as practicable.

### Termination

Employees will not receive pay in lieu of accrued but unused paid sick leave/emergency. Accrued but unused paid sick leave/emergency leave will not be paid out upon termination.

When an employee leaves the School, upon their written request, any paid sick leave/emergency leave can be transferred to another qualified public or charter school in the state of California if permitted by the new employer. If an employee leaves the School and will not be moving to another California qualified public or charter school (whether retiring or not) any unused paid sick leave/emergency leave will be incorporated into their CalSTRS retirement account. Please see the Human Resources Administrator for additional information.

### No Discrimination or Retaliation

The School prohibits discrimination or retaliation against employees for using their paid sick leave/emergency leave.

### **Vacation Time Off**

All regular, full-time and part-time employees are eligible to accrue vacation in accordance with [this policy](#). Temporary employees are not eligible for vacation time.

### Exempt Employees

#### *10- and 11-Month Exempt Employees*

Full-time 10- or 11-month employees will accrue vacation time off at a rate of 1.25 hours per pay period for each pay period worked. Part-time, 10 or 11-month employees will accrue a prorated

amount based on FTE. (Example: an exempt 10- or 11-month employee working a 0.8 FTE schedule would accrue vacation time at a rate of 1.0 hour per pay period.)

#### *12-Month Exempt Employees*

Full-time 12-month employees will accrue vacation time off at a rate of 1.25 hours per pay period. Part-time, 12-month employees will receive a prorated amount based on FTE.

All full-time 12-month exempt employees will accrue an additional bank of summer-only vacation time that is to be used during the school's summer recess. This will accrue at a rate of 2.00 hours per pay period, prorated for part-time employees. The timing of this time off will be determined based on employee requests and the operational needs of the School. The School will attempt to honor employee requests but cannot guarantee each employee will receive their first choice. If an employee eligible for this time off fails to submit a request, the employee's supervisor will schedule the vacation to take place at a time convenient for the School.

#### Non-Exempt Employees

##### *10- and 11-Month Non-Exempt Employees*

10- and 11-month non-exempt employees will accrue vacation time off at a rate of 1 hour for every 64 hours worked.

##### *12-Month Non-Exempt Employees*

12-month non-exempt employees will accrue vacation time off at a rate of 1 hour for every 64 hours worked.

Additionally, 12-month non-exempt employees will receive an additional bank of summer only vacation time that is to be used during the school's summer recess. This will accrue at a rate of 1 hour per 40 hours worked.

#### Accrual and Carry-Over

Vacation time off is accrued on an as-worked basis. Eligible employees do not accrue vacation time for days/weeks/months they do not work, including during school breaks (Winter/Spring Break) and unpaid leaves of absence.

Although employees are encouraged to use all earned vacation time each year, accrued vacation may roll over year-to-year and employees may accrue up to their maximum accrual cap as set forth below. Once the employee's vacation time balance reaches the maximum accrual cap, further accrual of vacation time is suspended until the employee has reduced the vacation time balance below this limit. Maximum balances are as follows:

- Exempt 10- or 11-month employees: Maximum accrual cap of 1.5 times the employee's annual rate of accrual (37.5 hours for 10 month employees of 41.25 for 11 month employees) (prorated for part-time employees)
- Exempt 12-month employees: Maximum accrual cap of 45 hours of regular vacation time and 72 hours of summer vacation time (prorated for part-time employees)
- Non-exempt, 10-month and 11-month employees: Maximum accrual cap of 1.5 times the employee's annual rate of accrual ( 37.5 hours of 10 month employees or 41.25 for 11-month employees)
- Non-exempt, 12- month employees: Maximum accrual cap of 45 hours of regular vacation time plus 72 hours of summer vacation time.

All employees are eligible to borrow up to 8 hours of vacation time in advance.

### Minimum Increments

For both exempt and non-exempt employees, vacation time may be taken in minimum increments of one hour. If an employee absences themselves from work for part or all of a workday, they will be required to use accrued vacation time to make up for the absence, unless the absence is covered by another applicable leave policy (e.g., paid sick leave) and deducted from that bank.

### Notification

All employees must have supervisory approval before taking vacation time, which must be requested at least ten business days in advance of the beginning of the anticipated vacation time period. Vacation time shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements. Although the School will attempt to accommodate vacation time requests to the greatest extent possible, there is no guarantee that any given vacation time request will be granted, and the School reserves the right to deny a vacation time request. The School reserves the right to schedule vacation time for employees or to compensate employees for accrued, unused vacation time at any time in its sole discretion.

### Termination

Employees who terminate their employment for any reason will be paid for any accrued but unused vacation time in accordance with this policy. Vacation time is paid at the employee's final rate of pay at the time of the employee's separation.

To determine an exempt employee's hourly rate for the purposes of vacation payouts, the following process shall be used:

$$\text{Annualized Salary} / 52 \text{ weeks} / 40 \text{ hours} = \text{hourly rate}$$

*Example: A school-year employee, working a 10-month calendar year, would first need to convert their salary to a 12-month salary. If the salary received for the school year was \$60,000, the annualized salary would be \$72,000 ( $\$60,000/10 = \$6,000 \times 12 = \$72,000$ ). Next, the annualized salary would be divided by 52 weeks and then 40 hours for an hourly rate of \$34.62.*

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise amend this policy at its sole and absolute discretion to the extent allowed by law. Please consult Human Resources with questions regarding this policy.

### **Teacher Induction Program**

The San Mateo County Office of Education's Teacher Induction Program is a state-approved induction program that provides educators the opportunity to obtain a Professional Clear Teaching Credential. This School-funded program provides new educators (and educators who are new to California) with intensive coaching, support, and training. Participating educators work in collaboration with exemplary veteran teachers who are highly trained to serve as mentors and coaches for a period of two years.

For additional information, please see the Executive Director.

### **Insurance Benefits**

All non-temporary employees regularly scheduled to work 0.5 FTE or more per week shall be eligible to receive a pro-rata share of the School's allocation toward the School's medical insurance plans.

The School provides up to the following amount towards the cost of medical benefits. All deductions are taken on a 10-month basis, from September through June, and all stipends are applied on the same 10-month basis.

Employee-only Coverage:	\$960 per month
Employee +1 Coverage:	\$1070 per month
Employee + Family Coverage:	\$1,350 per month

The School also offers dental, vision, and various cafeteria-style options, all of which are fully funded by employee payroll deductions.

Summary plan descriptions are available from the Business Office. Subject to applicable law, there is no guarantee that the School will continue to maintain a medical insurance plan or that the terms and conditions of any such plan will not be changed at any time. The plan documents control all aspects of the employee's eligibility for and participation in the plan, and nothing in this handbook is intended to constitute any guarantee of benefits.

**Educare Tuition**

All non-temporary employees and long-term substitutes do not pay fees for children enrolled in the Educare program on their scheduled work days. Additional care can be scheduled, for a fee, on non-work days.

Educare Enrichments are open to all learners, however the cost of these programs are not included in staff benefits.

Staff members will not be assessed a registration fee.

On Special Days that staff members are working (i.e. PD days), the cost of care is covered, however there may be additional fees to cover the cost of our activity for the day (admission, transportation, class fees, etc.).

# Leaves

## Family and Medical Leave

The School complies with the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), both of which require the School to permit each eligible employee to take up to 12 work weeks of leave in any 12-month period for the birth or adoption of a child, the employee's own serious health condition or for the serious health condition of the employee's child, parent or spouse.

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

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

### Eligible Employees

Employees may be eligible for FMLA leave if they have:

- Been employed by the School for at least 12 months; and
- Worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave; and
- Work at a worksite where the School has 50 or more employees within 75 miles.

### Reasons for Taking Leave

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

- The birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
- For the employee's own serious health condition that makes the employee unable to perform any one or more of the essential functions of his or her job;

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

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

A "serious injury or illness" for a covered veteran means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is: 1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank or rating; or 2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; or 3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related



to military service or would do so absent treatment; or 4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

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

An employee who takes leave under this policy will be required to use any accrued PTO during this period. If an employee takes leave because of the employee’s own serious health condition, the employee may elect, or the School may require the employee, to substitute accrued paid sick leave/emergency leave during the period of the leave.

#### Length of FMLA Leave

Leave can be taken in one or more periods, but may not exceed 12 work weeks in any 12-month period, except for leave to care for a covered service member with a serious illness or injury. The 12-month period begins on the day of your first use of FMLA. Successive 12-month periods commence on the date of your first use of such leave after the preceding 12-month period has ended.

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

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

If FMLA leave is taken because of the employee’s own serious health condition or the serious health condition of the employee’s spouse, parent child, or covered service member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

If FMLA leave is taken because of the birth of the employee’s child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two weeks, except that

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

### Health Benefits

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

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

### Notice and Medical Certifications

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

If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

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

Periodic reports during the leave may be necessary and such a requirement is outlined upon approval of leave.

### Certification for Qualifying Exigency

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

duty service and the dates of the military member's covered active duty service. This information need only be provided to the employer once.

The School may require that leave for any qualifying exigency be supported by a certification from the employee that sets forth the following information: 1) a statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency for which FMLA leave is requested; 2) the approximate date on which the qualifying exigency commenced or will commence; 3) if the request is for a single, continuous period of time, the beginning and end dates for such absence; 4) if the request is for an intermittent or reduced schedule basis, an estimate of the frequency and duration of the qualifying exigency; 5) if the request involves meeting with a third party, appropriate contact information for the individual or entity with whom the employee is meeting (such as name, title, organization, address, telephone number, fax number and email address) and a brief description of the purpose of the meeting; and 6) if the request involves rest and recuperation leave, a copy of the military member's rest and recuperation orders, or other documentation issued by the military which indicates that the military member has been granted rest and recuperation leave, and the dates of the military member's rest and recuperation leave. The School may provide the employee with a form that will meet these certification requirements.

#### Procedures for Requesting and Scheduling FMLA Leave

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

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

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he/she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

In most cases, the School will respond to a FMLA leave request within 3 days of acquiring knowledge that the leave is being taken for a FMLA-qualifying reason and, in any event, within 5 days of receiving the request. If a FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

## Return to Work

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

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

## **Pregnancy Disability Leave**

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

## Eligibility

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

## Reasons to Take Leave

The employee is entitled to take up to four months of pregnancy disability leave if the employee is actually disabled by her pregnancy, childbirth or a related medical condition. This includes, but is not limited to, time off needed for prenatal or postnatal care, severe morning sickness, doctor-ordered bed rest, gestational diabetes, pregnancy induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth, loss or end of pregnancy and any related medical condition. Generally, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness).

## Length of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four

months. For a full time employee who works forty hours per week, “four months” means 693 hours of leave entitlement, based on 40 hours per week times 17 1/3 weeks.

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

Pregnancy disability leave is not counted as leave taken under CFRA.

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee’s healthcare provider. If an employee requires intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which the employee is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee’s regular position.

#### Pay During Pregnancy Disability

Pregnancy disability is unpaid. An employee on pregnancy disability leave may use accrued sick leave. The receipt of sick leave pay or state disability insurance benefits will not extend the length of pregnancy disability leave.

#### Employee Benefits

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

Additionally, if an employee does not return to work after the expiration of the pregnancy disability leave, and the reasons for failure to return to work do not include one of the following: 1) the employee is on CFRA leave; or 2) the continuation, recurrence or onset of a health condition that allowed the employee to take pregnancy disability leave in the first instance or other circumstances beyond the control of the employee, the School reserves the right to recover from the employee the premium the School paid for the employee’s group health plan coverage while out on leave as permitted by applicable law.

### Medical Certifications

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

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

### Requesting and Scheduling Pregnancy Disability Leave

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

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

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

In most cases, the School will respond to a pregnancy disability leave request within two days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within five days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### Return to Work

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceases to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable

position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

### **Unpaid Medical Leave of Absence**

In an effort to comply with its duty to accommodate employees with qualifying disabilities, the School will provide leaves of absence without pay when an employee is temporarily unable to work due to a mental or physical disability, certified in writing by his or her health care provider, unless such leave would cause an undue hardship to the School. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay. Employees granted unpaid medical leave have no right to guaranteed reinstatement.

Employees will be required to use any accrued sick leave and PTO during any unpaid portion of this leave. Benefit accrual, such as paid sick leave and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment. Unless otherwise required by law, the School does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

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

Employees are given up to 30 business days paid leave of absence in any one year period for the purpose of donating an organ to another person and 5 business days of paid leave of absence in any one year period for the purpose of donating bone marrow to another person. The year period is calculated from the date the employee's leave begins and consists of 12 consecutive months. The leave may be taken in one or more periods. These leaves will not run concurrently with CFRA or FMLA leave.

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

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

### **Discretionary Unpaid Personal Leave of Absence**

The School recognizes that special situations may arise where an employee must leave his or her job temporarily. In the School's sole discretion, the Executive Director, upon action by the BOD, may grant eligible employees unpaid leave of absences for a period of one year or less. Employees are eligible if they have been employed five or more years and worked at least 0.5 FTE or more.

After 5 years of employment of at least 0.5FTE or more with the School, educators will be eligible to apply, in writing via a Request for Leave form, for a leave of absence without pay for a period of one year or less. Approval for applications for a leave of absence will be based upon recommendation by the Executive Director and action by the BOD. The educator must be in good standing.

No more than 10% of the educators may be granted a leave of absence without pay for any one school year. In the event that more than 10% of the educators apply for a Personal Leave of Absence in any one year, the Executive Director will review the applications and submit recommendations to the BOD as to which applications should be considered first.

For the duration of any leave of absence, no salary, benefits or seniority will be accrued. Upon return from leave of absence, every effort will be made to have an equivalent position available for the returning educator. However, as with any educator returning for the following year in an "at will" employment situation, there are no guarantees of employment at the end of the leave of absence. Intent to return after a leave of absence must be submitted in writing to the Executive Director at the same time other educators inform the Executive Director of their intent to return for the next school year.

Request for Leave of Absence forms must be submitted to the Executive Director by the 15th of February or earlier for the following academic year. Any requests for leave of absence that are submitted after February 15th for the following year will be considered "exception requests". Exception requests will be reviewed but carry a much stricter consideration for approval.

### **Bereavement Leave**

In the event of a death in an employee's immediate family, full time employees shall be allowed absences with pay not to exceed 4 days, or 5 if out-of-state travel is required. Part time employees will receive bereavement leave in proportion to the percentage of full time schedule worked (e.g., a part time employee who works 20 hours per week will receive 2 days for in-state purposes; 2.5 days for out-of-state bereavement purposes.) For purposes of this policy, an employee's immediate family member includes a current spouse, parent, step parent, legal guardian, sibling, child, current parent-, sister-, or brother-in-law, grandparent, grandchild, or domestic partner.

If any employee requires more than the allotted 4 days (in-state) or 5 days (out-of-state) for bereavement leave, the employee may request additional unpaid leave which may be granted at the discretion of the School.

### **Military Leave**

The School provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine



fitness for any such duty. Total military leave time taken may not exceed five years during employment, except in special circumstances.

Advance notice of leave is required. Please inform the Executive Director of anticipated military leave time as far in advance as possible. Health plan coverage continuance can be arranged for up to 24 months during military leave if required premium payments are made by you. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment. PTO may be used during military leave. However, employees will not accrue PTO or sick time or receive holiday pay during military leave.

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

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

### **Military Spouse Leave**

Employees may be eligible for as many as 10 unpaid days off when their spouse is on leave from military deployment during a period of military conflict. A qualified employee is one who works more than 20 hours per week and whose spouse is a member of the Armed Forces, National Guard or Reserves who has been deployed during a period of military conflict. In order to qualify for the leave, the employee must notify the School within two days of receiving official notice that his or her spouse will be on leave from deployment and must provide written documentation certifying that the spouse will be on leave from deployment.

Non-exempt employees must use accrued PTO in order to receive compensation for this time off. If no PTO is available, the employee may take this time off without pay. An exempt employee is required to charge any absence of four or more hours under this policy to his or her PTO bank, if any. Otherwise, exempt employees will be compensated to the extent required by applicable law.

### **Drug and Alcohol Rehabilitation Leave**

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

Nothing in this policy shall prohibit the School from refusing to hire or discharge an employee who, because of his or her current use of alcohol or drugs, is unable to perform his/her duties or cannot

perform the duties in a manner that would not endanger his/her health or safety or the health or safety of others.

### **Time Off for Adult Literacy Programs**

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

An employee who wishes to reveal a problem of illiteracy and request School assistance should contact the Executive Director. The School will take all reasonable steps to safeguard the employee's privacy.

### **Time Off to Attend Child's School Discipline**

Any employee who is a parent or legal guardian of a child in kindergarten or grades 1-12 who has received written notice from the child's school requesting his or her attendance at a disciplinary conference is entitled to take unpaid leave to attend the conference. Please contact the Executive Director to determine eligibility and scheduling at least two days before taking any leave to attend a disciplinary conference.

### **Time Off to Attend Child's School Activities**

Employees who are parents, guardians, or grandparents with custody of a child in kindergarten, grades 1-12 or in a licensed day care facility, may take unpaid time off to participate in the activities of the school or day care facility, to find, enroll or reenroll their child in a school or with a licensed child care provider and/or to address a child care provider or school emergency. Employees may take off up to eight hours each calendar month (up to a maximum of 40 hours each school year), provided the employee gives reasonable notice to the School of the planned absence. The School may require documentation from the school noting the date and time of your visit.

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

### **Time Off to Serve as Election Official**

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

### **Time Off for Jury and Witness Duty**

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an excuse from jury/witness duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any accrued PTO during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of his or her employment with the School, the School will provide time off with pay.

### **Time Off and Accommodation for Victims of Domestic Violence, Sexual Assault, and Stalking**

All employees have the right to take time off from work to get help to protect themselves and their children's health, safety, or welfare. All employees can take time off to get a restraining order or other court order. All employees can take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking.

Employees may use available sick leave or PTO during their time off. Otherwise, the time off is unpaid. In general, employees are not required to provide documentation for time off under this policy.

However, employees shall provide reasonable advance notice of their intent to take time off, unless advance notice is not feasible. If employees are unable to provide advance notice for time off under this policy, they can provide certification of their absence (such as a police report, court order, or health care provider certification) within a reasonable time period thereafter.

If employees provide reasonable advance notice or provide documentation within a reasonable time period thereafter for an unscheduled absence, they will not be subject to any disciplinary action for time off under this policy.

Additionally, Employees have the right to ask the School for help or changes in their workplace to make sure they are safe at work. The School will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. The School may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an

accommodation. The School will maintain confidentiality regarding any requests for accommodations under this policy.

The School is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim of domestic violence, sexual assault, or stalking.
- The employee asked for time off to get help.
- The employee asked the School for help or changes in the workplace to ensure safety at work.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office by phone or visit a local office by finding the nearest one on this website: [www.dir.ca.gov/dlse/DistrictOffices.htm](http://www.dir.ca.gov/dlse/DistrictOffices.htm). The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

### **Time Off for Victims of Crime**

An Employee who is a victim of certain crimes (violent felonies, felony thefts and serious felonies as defined by law) or is an immediate family member of a victim, is a registered domestic partner of a victim or the child of a registered domestic partner of a victim will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advance notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting crime victim leave. Please notify the Executive Director of your need for time off as far in advance as possible. This time off is unpaid. Employees may choose to use accrued PTO, but this is not required.

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

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

Employees who perform duties as a volunteer firefighter are entitled to a temporary leave of absence not to exceed an aggregate of 14 days per calendar year for the purpose of engaging in fire or law enforcement training. Employees must provide the Executive Director with advanced notice of any training. This time off is unpaid. Employees may choose to use accrued PTO, but this is not required.

### **Time Off for Voting**

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

### **Time Off for Civil Air Patrol**

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

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

### **Worker's Compensation Leave**

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

Employees must immediately report all accidents, injuries, and illnesses no matter how small to the Executive Director. In addition, employees must provide the School with a certification from a health care provider.

The School does not pay worker's compensation disability leave. A portion of the leave may be paid based on participation in the voluntary disability plan and/or some income replacement may be

provided by our workers' compensation policy. Employees may also utilize accrued sick time during the leave. All such payments will be reduced by any worker's compensation or other wage reimbursement benefits for which you may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

If an employee takes a worker's compensation disability leave, the School will maintain your group health coverage if such insurance was provided before the leave was taken and on the same terms as if you had continued to work.

Under certain circumstances, an employee's workers' compensation disability leave may end, but the employee may still be entitled to the remaining portion of his or her family and medical leave under the federal or state law. In these circumstances, the School will maintain the employee's group health insurance coverage for the remaining portion of the employee's family and medical leave, up to a maximum of 12 workweeks per 12-month as required by law, if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work.

Employees on family and medical leave, which extends beyond a workers' compensation disability leave, who do not receive continued paid coverage, or whose paid coverage ceases after 12 work weeks, may continue their group health insurance coverage through the School in conjunction with federal COBRA guidelines by making monthly payments to the School for the amount of the relevant premium.

Employees should contact the human resources/accounts payable administrator for further information.

Upon the submission of a medical certification that the employee is able to return to work, the employee will be reinstated in accordance with applicable law. If an employee is disabled due to an industrial injury, the School will attempt to accommodate the employee.

# Employment Evaluation and Separation

## Evaluations

Performance appraisal at the School is an ongoing process. All employees need and deserve regular feedback from peers, families, and School administrators in a professional manner. The School believes in both formal and informal feedback.

Employees will receive periodic performance evaluations. Your supervisor will conduct the evaluation and discuss it with you. The School strives to conduct performance evaluations annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations should help you become aware of your progress, areas for improvement, and objectives or goals for future work performance.

Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you and discussed with you by your supervisor and that you are aware of its contents.

The School's provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Failure by the School to evaluate the employee will not prevent the School from transferring, demoting, disciplining, or terminating an employee. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

## Discipline and Involuntary Termination

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

## **Voluntary Termination**

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

An exit interview will normally be scheduled on the last day of work with the Human Resources Administrator. The purposes of the exit interview is to review eligibility for benefit conversion, to ensure that all necessary forms are completed, to collect any company property (including keys, equipment, documents, and records) that may be in the employee's possession, to review the employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at the School. The School appreciates receiving candid opinions of the employee's employment. Final pay will be provided in accordance with state law.

## **References**

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



## **Acknowledgement of Handbook and At-Will Employment**

I acknowledge that I have received the San Carlos Charter Learning Center's Employee Handbook. I have read the Handbook and understand the contents of the Handbook. I agree to abide by all of the School's policies.

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

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

I understand that other than the Executive Director, with written approval from the Board of Directors, has the authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will.

Employee's Name:

Employee's Signature:

Date: