**Community School for Creative Education**

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**Employee Handbook**

**2020 - 2021**

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# INTRODUCTION TO THE EMPLOYEE HANDBOOK

You are a valued member of the community at Community School for Creative Education Charter School of Alameda County (hereinafter referred to as “CSCE” or the “Community School”). As such, you deserve an easy way to navigate the waters as an employee. Please use this handbook as a resource to help you do that. It explains some of our philosophies and beliefs, and describes in general terms, some of our employment guidelines. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the Community School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the Community School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. Much of what is listed in this handbook comes directly from our Charter and Community School policies and /or administrative regulations. Please refer to those sections if you have questions about any of the content or require more detail. If you have further questions or concerns, please speak with your immediate supervisor.

This Handbook supersedes and replaces all previously dated Handbook for personnel policies, practices, and guidelines.

Employment at CSCE is “at will,” which means that the employment relationship may be terminated by either party, with or without cause or advanced notice at any time. Due to the fact that the Community School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. CSCE also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

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

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

Employees must sign the acknowledgment form at the end of this Handbook, tear it out, and return it to the Deputy Director within five working days of receiving the Handbook. This will provide the Community School with a record that each employee has received this Handbook.

We are so proud of the community we have built, and so grateful that we are able to maintain such a high level of professionalism and character.

# SCHOOL ORGANIZATION

## CSCE Governance Structure

CSCE is a direct funded, independent charter school and a 501(c)(3) non-profit, tax exempt organization. See Charter for more details.

## Alameda County Office of Education (ACOE)

ACOE is our authorizing Local Education Agency (LEA). ACOE is NOT the employer or public agency of record. CSCE is its own employer; you should always refer to CSCE as your employer.

## CSCE Board of Trustees

Per the organization’s by-laws, the Board consists of up to eleven voting members. See by-laws for more details.

## Administration

The CSCE Executive Director oversees the school. The CSCE Principal is the direct leader of the school. The CSCE Principal reports directly to the Executive Director, and s/he is responsible for the orderly operation of the School and the supervision of most employees in the school. The CSCE Deputy Director manages the District & Business Office, including the finance and human resource functions.

CSCE is responsible for its own school administrative procedures, including finance, student information, recordkeeping, benefits, etc. Certain of these functions may be outsourced to a service provider; however, school staff is ultimately responsible for the accuracy and timeliness of

all CSCE administrative functions.

## Faculty

All staff working directly with curriculum and/or children in a classroom setting are considered faculty. CSCE retains and employs teachers who hold appropriate California Teaching Credentials (CTC), permits, or other documents issued by the Commission on Teacher Credentialing (CTC). Other faculty includes Subject coaches/teachers and educational support team members who are trained in their field and may or may not hold a certificate establishing an expertise. It is our commitment to have all faculty trained in Waldorf Education. Teachers hired without a Waldorf Teaching Certificate will participate in ongoing training in Waldorf Education, beginning when they are hired.

## Staff

CSCE will retain or employ other administrative staff to manage the office environment as the need arises. In addition to providing “site” level services, our administrative staff also performs duties typically provided at the “District” level. The following qualifications will be considered in recruiting administrative staff: high level of organizational skills, experience working in an office environment, experience with office systems equipment, the ability to work well under pressure, the ability to work well with children and families, support of the curriculum and philosophy of CSCE, and the possession of an appropriate license/certificate/degree when required.

# FACILITIES & OPERATIONS

## Facility Usage Requests

CSCE is subject to some usage limitations in regard to our landlord/tenant relationship. As such, we need to be cognizant of limits set by our landlord, the Oakland Unified School District (OUSD). Anything outside of normal classroom usage must be cleared through Administrative staff. Examples include, but are not limited to: overnight guests, any additional cooking needs not already approved, or requesting to keep an animal at the school.

## Keys / Security

Full-time administration, faculty & staff members will be assigned keys and a garage door opener as deemed appropriate at the beginning of each school year. Additional staff members will be assigned keys and/or garage door opener upon Business Office approval. At the end of each school year, or upon separation (whichever comes first) the employee will return their assigned key(s) and garage door opener. It is the sole responsibility of any employee at the site after school hours to ensure that all rooms and facilities which they visit or use be locked upon leaving. This includes, but is not limited to, classrooms, the multipurpose room, gates, restrooms, and the kitchen area.

## Health and Safety Policy

CSCE is committed to providing and maintaining a healthy and safe work environment for all employees. Community School has in place a written Injury and Illness Prevention Program as required by law. It is located in the main office for review. You are required to know and comply with the Community School’s General Safety Rules and to follow safe and healthy work practices at all times. You are required to report immediately to the Principal, Office Manager, and Deputy Director any potential health or safety hazards, and all injuries or accidents.

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

## Security Protocols

CSCE has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Principal, Office Manager, or Deputy Director. Secure your desk or office throughout the day and at the end of each 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. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify the Principal, Office Manager, or Deputy Director when keys are missing or if security access codes or passes have been breached.

## Occupational Safety

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

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

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

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

## Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on CSCE premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes. The employee should complete an incident report and submit it to the front office.

## Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling the Principal, and if unavailable the Dean of School Culture or the Office Manager. In addition, all employees should know the local emergency numbers such as 911. Please refer to our Emergency Plan for detailed procedures.

# THE WORKPLACE

## Equal Opportunity Employment

CSCE is an equal opportunity employer. It is the policy of the Community School to affordequal employment and advancement opportunity to all qualified individuals without regard to race, creed, color, religion, national origin, ancestry, sex, sexual orientation, age, physical or mental disability, marital status, citizenship status, medical condition, or any other legally protected status. This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees.

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

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

## Separation of Church & State

CSCE respects that in public education there is a separation of church and state, and all employees must adhere to this regulation. For clarification, please speak with the Community School Principal or Deputy Director.

## Employment At-Will

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

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

This policy shall not be modified by any statements contained in this Handbook or employee applications, CSCE memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create neither an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

## Criminal Background Checks

Community School recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, and do not present a risk of harm to students, coworkers or others. Community School ensures that all applicant background checks and employee investigations are completed as required by Education Code section 47605 [b][f], which requires that “each employee of the CSCE furnish the school with a criminal record summary”. Conditions that preclude working at the Community School include conviction of a controlled substance or sex offense, or a serious or violent felony.

All employees must have Live Scan fingerprint results on file with Community School. Proof of Live Scan fingerprinting is a requirement of employment and the results must be provided to Community School **prior to** the first day of work. Live Scan fingerprinting will be required of all job applicants, employees, and volunteers as required by California and federal law. Background checks may also be required of employees whose job duties involve care of students, handling of money, valuables or confidential information, or as otherwise deemed prudent by the Community School. These background checks are performed through a fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). Any and all information obtained by Community School may be taken into consideration in evaluating one’s suitability for employment, promotion, reassignment, or retention as an Employee.

Community School shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification.

Community School may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers, students or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the employee is out on bail. In the event that a background check is conducted, Community School will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the employee with any required notices and forms. Employees subject to an investigation are required to cooperate with Community School’s lawful efforts to obtain relevant information, and may be disciplined up to and including suspension without pay and/or termination for failure to do so.

Employees with adverse background information (such as certain specific criminal conviction) may be ineligible for employment with Community School. In case of a prior arrest or conviction, the employee must discuss the history of the arrest or conviction with the Deputy Director. The employee may be required to provide proof of a mistake in the official records or provide official explanation of the nature of the offense.

For additional information on background checks, please contact the Deputy Director.

## Subsequent Arrest Notification Service

All employees are subject to “Subsequent Arrest Notification Service” by the DOJ once they have been fingerprinted for Community School. Any time an employee is arrested after his or her initial background clearance for the Community School, the DOJ will notify the Community School and send the CSCE the new CORI information. Additionally, should an employee, during his/her employment with the Community School, be convicted of a controlled substance or sex offense, or serious or violent felony, the employee must immediately report such a conviction to the Deputy Director.

The Deputy Director will evaluate the new information and determine whether it justifies suspension or termination of the individual’s employment. At the discretion of the Deputy Director, he or she can seek counsel from the Principal, Executive Director, Board of Trustees and/or legal counsel, in closed session, in determining suitability for continued employment. After the evaluation has taken place and a decision has been made regarding the individual’s suitability to continue employment, the CORI records received from the DOJ will be destroyed. The employee will receive confidential notification of their suspension or termination. Those individuals who are suspended or terminated can make a one-time appeal to the Deputy Director for reconsideration if he or she feels there has been an error in the review of their record. The decision of the Deputy Director is final.

## Tuberculosis Test

Before the first day of employment, all new employees must have had a tuberculosis test as described in Education Code 49406 or a TB Risk Assessment (pursuant to AB1667) within the past 60 days. Employees transferring from other public or private schools within the State of California must either provide proof of an examination or a completed Risk Assessment within the previous 60 days or a certification showing that he or she was examined within the past four (4) years and was found to be free of communicable tuberculosis. The current physician's statement or Risk Assessment must be on file in the office before the first day of employment. Failure to provide documentation on time may result in delay of your ability to begin work or termination.

Results of these tests are strictly confidential. TB Clearance is good for four years and it is the employee’s responsibility to remain in compliance and ensure the Community School has a valid certificate on file.

## Immigration Law Compliance

Community School for Creative Education employs only those authorized to work in the United States in compliance with the Immigration and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present original documentation establishing identity and employment eligibility as outlined on the I-9 instruction forms. Former employees who are rehired must also completed the form if they have not completed an I-9 with Community School for Creative Education within the past three years or if their previous I-9 is no longer retained or valid.

## Credential Requirements

If you are a credentialed team member, you must provide copies of your credential, transcripts, and test scores each fall prior to your first day of actual work. Failure to provide these documents may delay your ability to begin work.

You are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both your principal and the Community School with verification of renewals. Failure to provide these updated documents to the Community School may result in suspension without pay until such time as the necessary documentation has been provided.

If you allow a credential, certificate, registration, or required course deadline to expire, or if you fail re-certification, training, or testing, Community School for Creative Education is required to remove you from the work schedule until you meet the requirements or renew your credential.

## Personal Appearance/Standards of Dress for Faculty and Staff

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

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

1. Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Tears in pants or other articles of clothing are not permitted.
2. Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for weather protection (Cal. Ed. Code § 35183.5). All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Principal.
3. Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Denim is not permitted (except on appropriate field trips and days when activity requires outdoor labor). This includes jean jackets, vests, or skirts. Exercise wear is permitted only for staff who are engaged in the teaching of physical education. Shorts should be modest in length and should be no higher than three inches above the knee.
4. Skirts and dresses should be no higher than three inches above the knee. Modest slits in women’s dresses or skirts are permitted no higher than three inches above the knee.
5. All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
6. For safety purposes, earrings must not dangle more than one inch below the ear.
7. Clothing or jewelry with logos that depict and/or promote gangs (as defined in Cal. Ed. Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
8. Appropriate shoes must be worn at all times.

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

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

1. All employees will be provided with a CSCE **email** address and are required to check this email address at minimum on a daily basis, as important information will be disseminated using email. Once CSCE email is provided, staff should avoid using their personal email for work correspondence. CSCE email should be the primary email address utilized.
2. Minimal personal use of CSCE email and laptops is permitted as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
3. Laptops, the e-mail system and internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
4. Employees should not attempt to gain access to another employee’s personnel file, laptops, e-mail, or voicemail messages without the latter’s express permission.
5. CSCE employees will not enter another employee’s personal e-mail files or voicemail unless there is a business need to do so. CSCE retains a copy of all passwords; passwords unknown to the Community School may not be used. CSCE email is considered property of the Community School and can be accessed as deemed necessary by CSCE administration. System security features, including passwords and delete functions, do not neutralize the Community School’s ability to access any message at any time. Employees should have no expectation of privacy to email.
6. Mail will be distributed daily in the employee’s boxes located in the front office and it is important that employees check their box at the beginning and end of a shift. Memos will be posted in common areas such as the staff room. It is the employee’s responsibility to check these areas on a regular basis.

## Employee Laptop or Portable Electronic Device

Full-time teachers, administrators and other full time employees, as deemed necessary based on job responsibilities, will be provided a CSCE laptop to be used for work purposes.

1. The laptop is the property of CSCE and must be returned at the end of employment. Limited personal use of the laptop is permitted, subject to the restrictions contained in this handbook, as well as state and federal law.
2. Employees are responsible for backing up data stored on the laptop and should ensure that you carry out a backup of all data regularly. CSCE staff are asked to save school related documents on the CSCE google drive linked to CSCE email. In the event of a system failure or hardware problem, it may be necessary to return the laptop to its original state.
3. Employees are to ensure that they take good care of the laptop and take all reasonable precautions to ensure that it is not damaged, lost or stolen. You must ensure that you comply with the following:
   1. Laptop within School – Your laptop must never be left unattended, while it is within school, unless it is securely locked away or attached to a security cable. You must not leave your laptop unattended in the staff room. You must lock your screen when stepping away from your laptop while in the classroom with students.
   2. Laptop within your Home – Your laptop must never be left in public view within your home.
   3. Laptop within your Car – The laptop must never be left unattended within a car. If your laptop is lost or stolen, you must inform the Office Manager and Principal. If the laptop is lost or stolen outside of school it is your responsibility to report this matter to the Police as well as the Office Manager and Principal. Any Police paperwork should be shown to the Office Manager for the Inventory/Insurance purposes.
4. Employees are not to disclose any password or login name to anyone, other than the persons responsible for running and maintaining the system.
5. Employees are not to allow any student to use their personal login to laptops or other work related programs for any reason.
6. Employees must take every reasonable precaution to secure any data or equipment removed from the school premises.
7. Equipment taken off site will be the employees personal responsibility and is advised to check that its loss or damage is covered by personal insurance.
8. Employees are expected to understand that the School can and will monitor any data on the network to ensure policy compliance, and to aid in resolving networking issues.

CSCE employees who have not followed above guidelines, resulting in damaged, lost or stolen equipment, may be responsible for replacing such equipment as deemed necessary by Deputy Director, Executive Director, or Board of Trustees.

## Employee Internet Postings/Social Media

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

* CSCE equipment, including CSCE computers and electronics systems, may not be used for these purposes;
* Student and employee confidentiality policies must be strictly followed;
* Employees must make clear that the views expressed in their blogs are their own and not those of the Community School;
* Employees may not use the Community School’s logos, trademarks and/or copyrighted material and are not authorized to speak on the Community School’s behalf;
* Employees are not authorized to publish any confidential or proprietary information maintained by the Community School;
* Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the Community School, the employee’s supervisors, co-workers, partners and competitors;
* Employees must comply with all CSCE policies, including, but not limited to, rules against unlawful harassment and retaliation.
* This policy should not be construed, and will not be applied, in a manner that violates employee rights under the National Labor Relations Act.

The Community School reserves the right to take disciplinary action against any employee whose Internet postings violate this or other CSCE policies. This policy should not be construed, and will not be applied, in a manner that violates employee rights under the National Labor Relations Act.

## Personal Business

CSCE’s facilities for handling mail and telephone calls are designed to accommodate CSCE business. Please have your personal mail directed to your home address and limit personal telephone calls to an absolute minimum. Personal calls from CSCE should not be made outside our immediate dialing area. Do not use CSCE material, time or equipment for personal projects. In addition, taking personal calls/texts on personal cell phone should be limited to scheduled breaks and should not interfere with job responsibilities, with the exception of emergencies.

## Parked Vehicles

Employees are responsible for their own vehicles and the personal possessions within while parked on Community School for Creative Education property. Vehicle break-ins are on the rise throughout California. Be cautious: keep personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

Any staff member given a garage door opener will have an assigned parking place. Please note the posted signs above each parking space and park your vehicle in your designated space. Please do not park in the garage if you have not been assigned a parking space. Staff member is responsible for covering expense for replacing lost keys or garage door opener.

## Use of Personal Vehicle for Community School Business

Personal vehicles used by employees to conduct Community School for Creative Education business must be insured by the employee’s personal automobile insurer. Community School for Creative Education’s liability insurance applies on a secondary basis if the underlying personal auto insurance is insufficient. In no event does Community School for Creative Education’s automobile liability insurance coverage pay for damage to the employee’s vehicle. Insuring your vehicle against comprehensive and collision damage is recommended for your protection.

## Child Abuse and Neglect Reporting

Since our employees work directly with children, they are in a position to detect instances of child abuse and neglect. It is Community School for Creative Education’s policy that all school employees shall comply with the California State law regarding child abuse reporting procedures. Section 11166 of the California Penal Code mandates the reporting to designated authorities of cases of suspected child abuse as follows:

“Any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.”

While each employee has the responsibility to ensure the reporting of any child he/she suspects is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. Classroom teachers who become aware of suspected child abuse should request class coverage from the Main Office immediately and report the suspicions as required.

It is extremely important that Community School for Creative Education employees comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA. In addition, any other person who voluntarily reports a known or suspected incident of child abuse or neglect will not incur civil or criminal liability unless it is proven that the report was false and the person knew the report was false or made the report with reckless disregard of its truth or falsity.

The Principal is available to answer any questions employees may have about their responsibilities under CANRA, or to assist an employee in making a report under CANRA. If an employee makes a report pursuant to CANRA without Community School for Creative Education’s assistance, he or she is required to notify CSCE of the report if it is based on incidents he or she observed or became aware of during the course and scope of his or her employment with CSCE.

## Staff/Student Interaction Policy

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

## Corporal Punishment

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;

3. Defending oneself from physical injury or assault by a student;

4. Forcing a pupil to give up a weapon or dangerous object;

5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;

6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;

2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;

3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

## Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

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

## Duty to Report Suspected Misconduct

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

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

(a) Giving gifts to an individual student that are of a personal and intimate nature.

(b) Kissing of any kind.

(c) Any type of unnecessary physical contact with a student in a private situation.

(d) Intentionally being alone with a student away from the school.

(e) Making or participating in sexually inappropriate comments.

(f) Sexual jokes.

(g) Seeking emotional involvement with a student for your benefit.

(h) Listening to or telling stories that are sexually oriented.

(I) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.

(j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

(k) Involving students in non-educational related issues, including, but not limited to the employee’s employment issues.

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

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

(a) Giving students a ride to/from school or school activities.

(b) Being alone in a room with a student at school with the door closed.

(c) Allowing students in your home.

(d) Sending emails, text messages or letters to students if the content is not about school activities.

### Cautionary Staff/Student Behaviors

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

(a) Being alone in a room with a student at school with the door closed.

(b) Remarks about the physical attributes or development of anyone.

(c) Excessive attention toward a particular student.

(d) Sending emails, text messages or letters to students if the content is not about school activities

### Acceptable and Recommended Staff/Student Behaviors

(a) Getting parents' written consent for any after-school activity.

(b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.

(c) E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).

(d) Keeping the door open when alone with a student.

(e) Keeping reasonable space between you and your students.

(f) Stopping and correcting students if they cross your own personal boundaries.

(g) Keeping parents informed when a significant issue develops about a student.

(h) Keeping after-class discussions with a student professional and brief.

(I) Asking for advice from fellow staff or Principal, if you find yourself in a difficult situation related to boundaries.

(j) Involving your supervisor if conflict arises with the student.

(k) Informing your Executive Director about situations that have the potential to become more severe.

(l) Making detailed notes about an incident that could evolve into a more serious situation later.

(m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.

(n) Asking another staff member to be present if you will be alone with any type of special needs student.

(o) Asking another staff member to be present when you must be alone with a student after regular school hours.

(p) Giving students praise and recognition without touching them.

(q) Pats on the back, high fives and handshakes are acceptable.

(r) Keeping your professional conduct a high priority.

(s) Asking yourself if your actions are worth your job and career.

## Anti-Harassment / Discrimination / Retaliation Prevention Policy

Community School for Creative Education is an equal opportunity employer and is committed to providing a work environment free of harassment, discrimination, retaliation and disrespectful, bullying, or other unprofessional conduct based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, race, religion (including religious dress and grooming practices), color, gender (including gender identity and gender expression), transgender status, transitioning status, national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9), ancestry, physical or mental disability, medical condition, genetic characteristics and information, family care, marital status, enrollment in any public assistance program, registered domestic partner status, age, sexual orientation, military and veteran status or qualified disabled veteran, status as an unpaid intern or volunteer, or any other basis protected by federal, state or local law or ordinance or regulation.

It also prohibits discrimination, harassment, disrespectful, bullying or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

In addition, the Community School prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

**All such conduct violates Community School for Creative Education’s anti-harassment/ discrimination and retaliation policy.**

### Harassment Prevention

Community School for Creative Education's policy prohibiting harassment applies to all persons involved in the operation of the school. Community School for Creative Education prohibits harassment, disrespectful, bullying or unprofessional conduct by any employee of the school, including supervisors, managers and co-workers as well as parents/family members, vendors, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and any other persons with whom you come into contact while working.

Prohibited harassment, disrespectful, bullying or unprofessional conduct includes, but is not limited to, the following behavior:

* Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages;
* Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
* Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
* Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
* Retaliation for reporting or threatening to report harassment; and
* Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by school policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. Prohibited harassment is not just sexual harassment but harassment based on any protected category.

### No Discrimination

Community School for Creative Education is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the school’s operations. The school prohibits unlawful discrimination against any job applicant, employee, volunteer, unpaid intern or independent contractor by any employee of the school, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations as defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, the school is not obligated to disclose the wages of other employees.

### No Retaliation

Community School for Creative Education will not retaliate against you for filing a complaint or participating in any workplace investigation and will not tolerate or permit retaliation by management, employees or co-workers.

### Reasonable Accommodation

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

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

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Deputy Director and discuss the need for an accommodation. The school will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact a school representative with day-to-day personnel responsibilities and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the school will make the accommodation.

The Community School will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers. All requests for accommodations will be kept confidential to the extent necessary to effectuate the accommodation.

### Complaint Process

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, report your complaint to your supervisor or to: Deputy Director or Executive Director as soon as possible after the incident. You can bring your complaint to either of these individuals. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the Office Manager. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It is preferred that you report your complaint in writing, but this is not mandatory.

The Community School encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy as soon as possible so that your complaint can be resolved in a fair and timely manner.

You may also file a complaint with the Equal Employment Opportunity Commission (EEOC) and/or the California Department of Fair Employment and Housing (DFEH) who will investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. The nearest office can be found by visiting the agency websites at [www.dfeh.ca.gov](http://www.dfeh.ca.gov/) and [www.eeoc.gov](http://www.eeoc.gov/).

Supervisors and/or managers must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the Deputy Director and Executive Director of the school so Community School for Creative Education can resolve the complaint.

When the school receives a complaint of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The school will reach reasonable conclusions based on the evidence collected.

The Community School will maintain confidentiality to the extent possible. However, Community School for Creative Education cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

* Responded to in a timely manner
* Kept confidential to the extent possible
* Investigated impartially by qualified personnel in a timely manner
* Documented and tracked for reasonable progress
* Given appropriate options for remedial action and resolution
* Closed in a timely manner

If the school determines that harassment, discrimination, retaliation or other prohibited conduct has occurred, appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The school also will take appropriate action to deter future misconduct.

Any employee determined by Community School for Creative Education to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

## Whistleblower Policy

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

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

## Confidential Information

Community School for Creative Education may provide you with information that is confidential and proprietary of CSCE including, but not limited to, student, and/or personnel files, records and/or information (collectively “Confidential Information”), and that disclosure of any Confidential Information could cause irreparable harm to Community School for Creative Education and its students. You agree not to communicate, divulge, or disclose to any other person, firm, or entity or use for your own benefit or purposes, any Confidential Information, except as required by law or court order or expressly authorized in advance in writing by Community School for Creative Education.

All CSCE staff are subject to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment. This covenant shall survive the expiration or termination of your employment by the Community School for Creative Education.

In addition, CSCE employees must adhere to FERPA that gives parents certain protections with regard to their children's education records, such as report cards, transcripts, disciplinary records, contact and family information, and class schedules.

## Intellectual Property Rights

By signing the receipt of this document, to the full extent permitted by law, you assign to Community School for Creative Education all present and future intellectual property rights in any curriculums, works of authorship, inventions, models, designs, drawings, plans, software, reports, proposals and any other materials prepared by you or arising indirectly in the course of your employment and whether made or conceived in whole or in part by you and whether or not made in pursuance of specific instructions. You acknowledge that, by virtue of this paragraph, all such rights are vested (or will vest) in CSCE and thereafter remain the property of CSCE. Indeed, you agree that Community School for Creative Education shall be the sole owner of all patents, patent rights, copyrights, trade secret rights, trademark rights and all other intellectual property or other rights in connection with work.

## Conflict of Interest

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

An employee involved in any relationship(s) or situation(s) that may constitute a conflict of interest should immediately and disclose fully the relevant circumstances to the Deputy Director, Executive Director, or the Board of Trustees, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the Community School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

## Smoking

All Community School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as e-cigarettes, and vaping. Smoking outside of any enclosed place where smoking is prohibited shall occur at a minimum distance of twenty-five (25) feet from any building entrance, exit, window and air intake vent of the building, as well as within 25 feet of a school playground.

## Drug-Free and Alcohol-Free Workplace

It is the intent of the Community School to promote a safe, healthy and productive work environment for all employees. The School recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees’ health, efficient operations or School success.

The School complies with all Federal and State regulations regarding drug use while on the job.

This policy prohibits the following:

• Use, possession, offer for sale, or being under the influence of illegal drugs or alcohol during working hours, including meal and break periods, or in the presence of pupils.

• Use, possession, offer for sale, or being under the influence of illegal drugs or alcohol on School property at any time.

Employees taking physician-prescribed medications, which impairs the employee’s job performance, (including medical prescribed marijuana) should not report to work. Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing physician to the employee’s supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee’s ability to perform his or her specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in his or her possession on the School premises any prescription medication other than medications currently prescribed by a physician for the employee.

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

# PERSONNEL

## Employee Classifications

1. Administrative Management employees include the Executive Director/Founder, Deputy Director, and CSCE Principal.
2. Certificated personnel are those who hold a California Teaching Credential (CTC) or other certificate or license issued by the state of California. All Classroom Teachers fit into this classification.
3. Classified staff is not required to hold a credential, though other criteria, including other state issued licenses, may be used in consideration of employment. This classification includes recess staff, after-school staff, classroom assistants, and other non-credentialed staff members.
4. Exempt / Non-Exempt - Employees holding a professional position, such as most faculty and Administrative Management, are “Exempt” from any overtime pay due to the nature of their position. “Non-exempt” employees include staff that does not hold a management or professional position with CSCE, hourly staff, as well as some non-certificated members of faculty. These employees are eligible for overtime pay if approved by their supervisor.
5. Full Time / Part Time - At CSCE, a full-time day is based on 8 hours. This rate applies to both certificated and classified staff. Under the Affordable Care Act (ACA) and California law, the full-time week is 30 hours or more per week. Those hours may be computed in several different ways based on the needs of the position.
6. Overtime is paid when 8 hours per day is exceeded and/or 40 hours in one week and/or 6 consecutive days of work are exceeded. Overtime is one and one-half or twice the employee’s regular rate of pay for all hours worked in excess of eight hours per day and/or 40 hours in one week and/or 6 consecutive days. Those working less than 40 hours per week are considered Part-Time employees. Not all hours need to be worked on campus. Any regular employee working 20 hours or more per week is eligible for health benefits.
7. The schedule of an hourly employee may be subject to change. Positions such as Instructional Aides are considered hourly. Guest Teachers may or may not be hourly. All these positions are provisional pending funding available.

If you are uncertain about your classification, please check with your supervisor.

## Adjunct Duties

Community School for Creative Education will employ an adjunct structure. Herein all full-time employees will participate in at least one adjunct duty. In most cases, this will be represented through committee participation. It is possible that an exempt employee will hold additional adjunct positions, for which they may receive additional compensation – usually in the form of a stipend. Part-time employees may choose to take on adjunct duties as well, but are not required to do so through their job description, and will be paid for hours worked.

## Time Cards/Records

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

Non-exempt employees must accurately clock in and out for each shift, as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All non-exempt employees must clock in and out at arrival and departure using the laptop located in the front office, their personal laptop, or smartphone. This includes clocking out and back in for lunch (minimum of 30 minutes) and for absences like doctor or dentist appointments. Non-exempt employees are entitled to an unpaid duty-free meal period of 30-minutes if working more than 5 hours in a day and may be taken on or off site. Non-exempt employees are entitled to take a second unpaid duty-free meal period of 30 minutes if working more than ten hours. Non-exempt employees are entitled to take a third unpaid duty-free meal period of 30 minutes if working more than 15 hours. This meal period should commence before the non-exempt employee has completed fifteen hours of work.

In addition, non-exempt employees are entitled to take a paid duty-free 10-minute rest period for every 4 hour work shift or major portion of 4 hours (i.e., more than 2 hours). Duty-free rest periods are provided as follows: (1) employees working between 3.5 hours to 6 hours are entitled to take one duty-free rest period of ten minutes; (2) employees working shifts from 6 hours to 10 hours are entitled to take two duty-free rest periods of ten minutes each; (3) employees working shifts of more than 10 to 14 hours are entitled to take three duty-free rest periods of ten minutes each, and so on. Your duty-free rest period should be taken in the middle of your four-hour work period whenever possible.

Exempt employees are asked to sign in upon arrival and out at the end of their work day using the binder located outside the front office for safety purposes. Start and end times must be recorded accurately each day.

All employees are required to keep the office advised of their departures from and returns to the school premises during the workday. Employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked at the end of each shift.

No one may record hours worked on another’s worksheet or clock in on behalf of another employee, with the exception of supervisors adjusting time. Any non-supervisory employee, who tampers with his/her own time card, or another employee’s time card, may be subjected to disciplinary action, up to and including release from at-will employment with the Community School.

## Attendance and Tardiness

All employees, whether exempt or non-exempt, are expected to arrive at work consistently and on time. All certificated employees are to arrive to work by 8:00 AM. The end of the work day is at 4:00 PM. All classified staff are to adhere to the start and end time stated in their at-will agreement.

Absenteeism and tardiness negatively affects the Community School’s ability to implement its educational program and disrupts consistency in students’ learning. Additionally, absenteeism and/or tardiness are detrimental to maintaining a positive school culture and can negatively impact the school community.

If you find it necessary to be absent or late, you are expected to telephone, text and email your Supervisor, Office Manager, and Deputy Director as soon as possible but no later than one and a half hours before the start of the workday. Time missed should not be considered approved unless confirmation is received directly from your supervisor. If you are absent from work longer than one day, you are expected to keep the Principal sufficiently informed of your situation.

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

## Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by the appropriate supervisor. Performance evaluations will be conducted annually, on or about the anniversary date of your employment with the Community School for Creative Education. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the Community School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your Supervisor, and that you are aware of its contents.

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

Your potential for advancement will be based largely upon your job performance. On a periodic basis, your Supervisor will review your job performance with you in order to establish goals for future performance and to discuss your current performance. CSCE’s evaluation system will in no way alter the At-Will employment relationship.

## Personnel Files and Record Keeping Protocols

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

# EMPLOYEE WAGES AND HEALTH BENEFITS

## Payroll Deadlines

Payroll is processed bi-monthly. All hourly employees, or contracted employees are required to maintain a daily time clock log in (unless otherwise notified) in order to receive a paycheck on the designated pay days (see appendix C). It is the employee’s responsibility to ensure that the current contact information is on file.

## Paydays

Paydays at CSCE are the 10th of the month and the 25th of the month (see appendix C). The Business Office will distribute checks, for those rare exceptions for those who do not have direct deposit. If a normally scheduled pay day falls on a weekend or holiday, paychecks will be distributed the preceding business day.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have automatic deposit for your paycheck, your funds will be deposited to the financial institution you requested by the end of business on the scheduled payday. While an automatic deposit may actually credit to your account before your actual “payday,” the school is not responsible for automatic payments or withdrawals dated prior to your actual payday and you should not depend on early deposits of your pay.

If a wage order is received by CSCE for one of our employees, we are obligated by law to comply with the demand. The affected employee will receive notice from his or her supervisor or the Deputy Director as soon as possible.

## Payroll Adjustments

When employees have had an adjustment to hours worked, a payroll adjustment form must be completed by the employee’s supervisor and authorized by the Deputy Director prior to any payroll adjustments. After approval, any retroactive pay will be calculated and paid as well – in the following payroll period. If an employee forgets to record their time or makes an error on the time card, the employee must contact their Supervisor or the Deputy Director to make the correction and such correction must be approved by the Supervisory and Deputy Director

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## Overtime

1. **Overtime Approval:**Employees who qualify for overtime are required to obtain approval from the their Supervisor in writing, prior to the use of overtime. Employees who anticipate the need for overtime to complete the week’s work must notify their Supervisor in advance and obtain written approval prior to working hours that extend beyond their normal schedule.
2. **Consequences of unauthorized overtime:** Employees who fail to obtain Supervisor approval prior to working hours that extend beyond their normal 40-hour workweek will be subject to disciplinary action. Repeated offenses may result in termination.
3. **Compliance:** The Community School pays time and one-half or double time to nonexempt employees for all hours worked over 8 in one workday and/or over 40 hours of work time in a workweek and/or over 6 consecutive work days.
   1. Paid leave, such as holiday, sick or vacation pay, does not apply toward work time.
   2. The workweek begins at 12:00 a.m. on Sunday morning and ends at 11:59 p.m. on Saturday night.

## Payroll Withholdings

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

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

2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.

3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the Community School.

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

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

You may change the number of withholding allowances you wish to claim for Federal or State Income Tax purposes at any time by filling out a new W-4 or DE-4 form and submitting it to the Deputy Director.

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

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

## Wage Attachments and Garnishments

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

## Lactation Accommodation Policy

Community School will make every effort to accommodate a request for a lactation accommodation. Employees will use their paid break times for purposes of lactation. If the need for additional time is required that will be unpaid time and should be so noted on the employee’s timesheet.

Community School will provide an appropriate space for lactation purposes that is private, (not a toilet stall), free from intrusion, has electricity and that has reasonable access to a refrigerator. We will engage in the interactive process with the employee to determine a reasonable accommodation.

The employee may submit a request written or verbal for accommodation to their immediate supervisor or directly to the Deputy Director. A response to the request will be responded to within five (5) days from the date of the request. Should Community School be unable to provide the accommodation it will provide the employee with a written response indicating the reason for the denial.

Retaliation for making a lactation accommodation request is strictly forbidden. If the employee believes she has been retaliated against it should be reported immediately to the Executive Director. Discrimination against and harassment of lactating employees in any form is unacceptable, a form of prohibited sex/gender discrimination, will not be tolerated at Community School and will be handled in accordance with Community School policy on discrimination and harassment.

## Medical Benefits

**Eligibility**

Full-Time employees are eligible to participate in our group medical insurance plan, currently offered through Kaiser.  Full time employees are also eligible to participate in our group dental insurance plan, currently offered through Delta Dental, and our group vision plan, currently offered through VSP.  Enrollment eligibility occurs on the 1st of the month following 30 days of full-time employment.  The School will pay up to $650 per month of any eligible employee’s monthly premium. Employees will be responsible for premium payment in excess of $650 per month for themselves or any family members that are covered by the policy. Each year our health insurance policy is reviewed, and the possibility exists that plans may change.

Full-time employees who decline CSCE insurance and are able to provide proof of health insurance through an independent source can elect to receive payment of $2,400.00 annually, or applicable fraction thereof, in lieu of receiving benefits from CSCE. This amount is divided between paychecks with the appropriate amount distributed each pay period based on employee’s at-will agreement. This amount will not be disbursed as a lump sum. Failure to provide proof of insurance waives access to payment.

For part-time employees working 50% or more of the full-time schedule, the Community School will provide coverage at a rate equivalent to each member's employment status.  For example, if an employee works at a 60% part-time level, CSCE will pay 60% of the $650/month allotment. If a part-time employee is able to provide proof of health insurance coverage from an independent provider, they are eligible for the in lieu benefit based on the percentage stated in at-will agreement. A percentage of the $2,400 annual payment is to be disbursed over the duration of the year per pay period. This benefit will be waived if unable to provide proof in health insurance.

“Full-time” employee means that you are hired to work at least 30 regular hours per week. Temporary and internship employees are not eligible to participate in the plans.

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

You are eligible for medical coverage if you are a full-time regular employee working for the Community School or if you are a part time employee who works a minimum of twenty (20) hours per week. Part-time employees will be responsible to pay a pro-rated share of the costs for medical coverage.

**When Coverage Starts**

Your coverage will begin on the 1st of the month following 30 days of employment.  Your enrollment must be completed in Ease, CSCE’s insurance portal, as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for your coverage.

## COBRA Benefits

**Continuation of Medical and Dental**

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

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

## STRS

CSCE has agreed in its charter to provide CalSTRS as an option for retirement savings for eligible employees. Please see the Deputy Director to determine eligibility and enrollment in a particular plan. Once properly enrolled, CSCE will make contributions on behalf of the employee. It is the sole responsibility of the employee to let HR know if there is an existing enrollment prior to hire, or if the employee is a retired member of either plan.

The school does not offer PERS.

# HOLIDAYS, VACATIONS AND LEAVES

Administrative/Certificated exempt employees are not paid separately for holidays. Rather, holidays are incorporated in their salary based on the applicable At Will Agreement.

Non-exempt employees working twenty (20) hours or more per week are eligible for the following paid holidays:

* Labor Day
* Veteran’s Day
* Thanksgiving Day
* Day after Thanksgiving
* Christmas Day
* New Year’s Day
* Martin Luther King Jr. Day
* President’s Day
* Memorial Day
* Independence Day

Unless otherwise provided in this policy, all CSCEemployees[[1]](#footnote-1)\* will receive time off with pay at their normal base rate for each observed holiday. Employees on a leave of absence are not eligible for holiday benefits that occur while on leave. Temporary employees are not eligible to receive holiday pay, unless otherwise provided for by specific agreement in writing.

Holidays that fall on a Saturday will be observed the preceding Friday. Holidays that fall on a Sunday will be observed the following Monday.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off with two weeks advance written notice to their Supervisor. The employee may use paid vacation, if the employee has unused paid time off available, otherwise the holiday will be unpaid.  All steps will be taken to reasonably accommodate a religious holiday (or practice) absent an undue hardship.

To qualify for holiday pay, employees must work the last scheduled day before and the first scheduled day after the holiday unless the employee is absent:

* At the Supervisor’s request/approval
* Due to closure of schools because of inclement weather
* Due to sickness with a doctor's note verifying need for absence
* Prior to or following Jury Duty or Bereavement Leave
* Due to a previously scheduled and approved vacation

Requests for time off both before and after holidays and breaks will be reviewed and approved by Supervisors, on a first-come, first-served basis, considering all factors, including but not limited to school operating capacity.

**Leave of Absence**

All full-time/certificated employees are eligible to take up to one month (20 days) unpaid leave after completing five (5) full years of employment. Leave must be taken in blocks of at least one contiguous week, and the full 20 days must be taken in the same academic year.

It is the goal of CSCE to continually monitor our compensation and benefits package, in accordance with our budget, to provide an increasingly competitive package for teachers.

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

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

If you are currently covered, medical and dental coverage will remain in force during a medical or worker’s compensation leave of absence for up to four (4) months, provided you pay the appropriate premiums. Whether you are required to pay your own premiums will depend upon the length of your leave of absence. During a family/medical leave, your medical and dental benefits will remain in force provided you pay the appropriate premiums. Benefits are terminated the day any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave.

**No sick leave or vacation time is accrued during any type of unpaid leave of absence.**

## Vacation

Regular full-time employees are eligible for the following vacation benefits:

Regular employees (10-month employees) gradually accrue up to five (5) paid vacation days per year. This accrual begins the 1st of the month following the beginning of the employee’s at-will agreement. Vacation days can roll over from year to year. Once an employee’s accrued vacation balance reaches 5 days, the employee stops accruing vacation until vacation is used and the employee’s balance falls below the 5-day cap. Vacation days will not accrue during any unpaid leave of absence.

Requests to use vacation days by these employees must be submitted in writing at least 2 weeks in advance to your Supervisor and the Deputy Director. These employees will not be approved for more than 5 days of vacation in a single academic year. Employees must ensure that they have enough accrued leave available to cover the dates requested. Requests will be approved based on a number of factors, including department operating and staffing requirements. The supervisor should return the leave request to the employee within three business days of the date it is submitted indicating that the request has been approved or denied. If the request for vacation leave is denied, the supervisor should provide an appropriate reason on the form returned to the employee.

Vacation will be paid at the employee’s base rate at the time the leave is taken. Vacation pay is not included in overtime calculation and does not include any special forms of compensation such as incentives, commissions, bonuses or shift differentials. If a holiday falls during the employee’s vacation, the day will be charged to holiday pay rather than to vacation pay.

Upon termination of employment the eligible employees listed above will be paid for all accrued, but unused vacation time at their current rate of pay. They are not entitled to pay in lieu of taking vacation except upon termination of employment.

## Sick Leave

Sick leave is a form of insurance that employees accumulate in order to provide a cushion for incapacitation due to illness or injury. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for “personal” absences. Time off for medical and dental appointments will be treated as sick leave. CSCE will not tolerate abuse or misuse of your sick leave privilege.

Accrual: You will accrue paid sick leave at the pro-rated rate of one hour for every 30 hours worked, based on a full-time employment rate, up to seventy-two (72) hours allotted per each school year. Accrued sick leave can carry over from one single year to the next with a seventy-two (72) hour cap during any given year; and under no circumstances shall the Community Schoolpay employees in lieu of unused sick leave.

Usage: New hire employees will be entitled to use *accrued* sick leave on the 1st day of their employment. An employee may use sick leave in increments of 1 hour. Employees must provide reasonable advance notice to Office Manager and their Supervisorof the need for sick leave if foreseeable. If not foreseeable, the employee must provide notice to Office Manager and their Supervisor as soon as possible.

Sick leave may be used for the diagnosis, care, or treatment of an existing health condition, or for preventive care for the employee or the employee’s family member. Family member includes: child, spouse, parent, registered domestic partner, grandparent, grandchild and sibling. Sick leave may also be used for victims of domestic violence, sexual assault or stalking.

If you are absent longer than three (3) days due to illness, medical evidence of your illness may be required before the Community School honors any sick pay requests. CSCE may withhold sick pay if it suspects that sick leave has been misused. If absent ten (10) or more consecutive days a doctor’s note or other documentation must be provided to the school.

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

Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days or both is prohibited. An employee can file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

## Family Care andMedical Leave

This policy explains how the Community School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which may require the Community School to permit each eligible employee to take up to 12 work weeks of FMLA leave in any 12-month period for the birth/adoption of a child, the employee’s own serious illness or to care for certain family members who have a serious illness. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

Employee Eligibility Criteria

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

Events That May Entitle an Employee to FMLA Leave

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

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement. If both parents are employed by the Community School, they will be entitled to a combined total of 12 weeks of leave for this purpose.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the Community School’s separate pregnancy disability policy).
3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury.
4. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
5. A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.

Amount of FMLA Leave Which May Be Taken

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

Pay during FMLA Leave

1. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave and may use any or all accrued paid vacation time at the beginning of any otherwise unpaid FMLA leave period.
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued paid leave at the beginning of any otherwise unpaid FMLA leave.
3. All other FMLA leaves are unpaid leaves.
4. The receipt of vacation pay, sick leave pay, or State Disability Insurance benefits will not extend the length of the FMLA leave. Vacation pay and sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

Health Benefits

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

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

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

Seniority

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

Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the Community School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request until such certification is provided.
2. If the Community School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the Community School may request a second opinion by a health care provider of its choice (paid for by the Community School). If the second opinion differs from the first one, the Community School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
3. Recertification are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertification can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Deputy Director. An employee asking for a Request for Leave form will be given a copy of the Community School’s then-current FMLA leave policy.
2. Employees should provide not less than thirty (30) days’ notice or such shorter notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the Community School’s operations.
4. If FMLA leave is taken because of the employee’s own serious health condition or the serious health condition of the employee’s spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA leave is taken because of the birth of the employee’s child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the Community School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks’ duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee’s regular position.
7. In most cases, the Community School will respond to an FMLA leave request within two (2) working days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within ten (10) days of receiving the request. If an FMLA leave request is granted, the Community School will notify the employee in writing that the leave will be counted against the employee’s FMLA leave entitlement. This notice will explain the employee’s obligations and the consequences of failing to satisfy them.

Return to Work

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

Limitations on Reinstatement

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

Employment during Leave

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

## Pregnancy Disability Leave

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

Employee Eligibility Criteria

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

Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed 17-1/3 weeks or 693 hours for a full-time employee

Pregnancy disability leave runs concurrently with Family Care and Medical Leave. Pregnancy disability leave does not include leave covered under California Family Rights Act (CFRA) which is used for baby bonding time after birth and after Pregnancy disability leave. To be eligible for CFRA leave, an employee must have more than 12 months of service with the employer and have worked at least 1,250 hours for that employer in the 12-month period before the leave begins.

Pay during Pregnancy Disability Leave

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

Health Benefits

The provisions of the Community School’s various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. When a request for pregnancy disability leave is granted, the Community School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

Seniority

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

Medical Certifications

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

Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the CBO. An employee asking for a Request for Leave form will be referred to the Community School’s then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days or as short of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the Community School’s operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee’s healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee’s regular position.
6. In most cases, the Community School will respond to a pregnancy disability leave request within two (2) working days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the Community School will notify the employee in writing and leave will be counted against the employee’s pregnancy disability leave entitlement. This notice will explain the employee’s obligations and the consequences of failing to satisfy them.

Return to Work

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

Employment during Leave

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

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## Industrial Injury Leave(Workers’ Compensation)

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

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

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

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

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

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

## Military and Military Spousal Leave of Absence

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

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

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

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

## Bereavement Leave

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

## Jury Duty or Witness Leave

For all exempt employees, the Community School will pay for time off if you are called to serve on a jury. For all non-exempt employees, the Community School will pay for up to three (3) days if you are called to serve on a jury.

## Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Principal at least two (2) days’ notice.

## Community School Activities Leave

The Community School encourages employees to participate in the school activities of their child(ren). The leave is subject to all of the following conditions:

* Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades 1 through 12 may take time off for a school activity;
* The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each year;
* Employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
* If the Community School employs both parents, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;
* Employees must use existing vacation or personal leave in order to receive compensation for this time off;
* Employees who do not have paid time off available will take the time off without pay.
* Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed child care/day care facility.

## Community School Appearance/Suspension Leave

If the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In compliance with California Labor Code section 230.7, no discriminatory action will be taken against an employee for taking time off for this purpose.

This leave is unpaid but the employee may choose to use accrued vacation, or personal time off (PTO). You will not be discharged or discriminated against because of an absence protected by this law.

## Crime Victim Leave

Employees are allowed to be absent from work to attend judicial proceedings related to a crime if they are:

* A victim of a crime
* An immediate family member of a victim;
* A registered domestic partner of a victim; or
* The child of a registered domestic partner of a victim

An employee must give reasonable advance notice to the school by providing documentation of the proceeding. Documentation may be any of the following:

* Notice from the court or government agency setting the hearing;
* The district attorney or prosecuting attorney’s office; or
* The victim/witness assistance office advocating on the victim’s behalf.

This leave is unpaid but the employee may choose to use accrued vacation, sick or personal time off (PTO). You will not be discharged or discriminated against because of an absence protected by this law.

## Domestic Violence Leave/Sexual Assault Leave

If you are a victim of domestic violence, you may take unpaid time off to obtain or attempt to obtain judicial relief, such as obtaining restraining orders, to help insure your health, safety or welfare or that of your child(ren). You must give the Community School reasonable notice unless advance notice is not feasible, and provide certification that you are seeking such assistance.

Certification may be sufficiently provided by any of the following:

* A police report indicating that you were a victim of domestic violence or sexual assault;
* A court order protecting or separating you from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that you appeared in court; or,
* Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you are undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

The Community School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision. The Community School will not discharge, discriminate or retaliate against an employee who exercises their rights under this law. Domestic violence, sexual assault and stalking victim’s leave for medical treatment does not exceed or add to the unpaid leave time that FMLA/CFRA allows.

Employers are prohibited from discharging, discriminating or retaliating against an employee who is a victim of domestic violence or the victim of sexual assault for taking time off to seek medical attention, obtain services from a domestic violence shelter or program or rape crisis center, obtain psychological counseling, participate in safety planning, or temporary or permanent relocation.

## Military Leave

California’s military leave laws, found at Military & Veterans Code section 389 *et seq*. and the Uniformed Services Employment and Reemployment Rights Act (“USERRA”), found at 38 U.S.C. Section 4301 *et seq*. ensure that employees are not adversely affected in their employment after taking leave for military service. Employees who serve in the military and are entitled to a military leave of absence without pay from the Community School under applicable laws should notify the Principal regarding the need for military leave.

Please see the Deputy Director for more information regarding job reinstatement rights upon completion of military service.

## Organ Donor / Bone Marrow Donor Leave

If you volunteer to donate an organ you may take up to thirty (30) days paid leave per year for this process or up to five (5) days paid leave for the donation of bone marrow.

You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to two weeks of any accrued paid leave (sick and/or vacation/PTO) for organ donation and up to five (5) days accrued paid leave (sick and/or vacation/PTO) for bone marrow donation. This leave does not run concurrently with FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

You may take this leave incrementally, as medically necessary, or all at one time. All health benefits shall be maintained during this leave to the extent they exist at the time of the leave. This leave shall not be considered a break in service and the employee shall continue to accrue paid time off and other benefits as if they had continued working. The Employee shall be required to pay any portion of their benefits they are currently paying.

An employee shall not have any greater rights during this leave than if he or she had been actively working during this time but will be reinstated to their same or equivalent job prior to the leave. No employee shall be discriminated or retaliated against for taking an organ donation or bone marrow leave.

## Volunteer Civil Service Leave

You are allowed to be absent from work to engage in volunteer emergency duty as a volunteer firefighter, reserve police officer or emergency rescue personnel. This is an unpaid leave but the employee may use any earned sick, vacation and/or PTO.

## Returning From Leave of Absence

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

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

# DISCIPLINE AND TERMINATION OF EMPLOYMENT

## Conflict Resolution

It is the culture of CSCE that an employee will attempt to resolve any difficulties directly with the other party involved. Employees will take safety training that includes conflict resolution techniques. Should an initial attempt to resolve an issue fail, please refer to the Grievance and Conflict Resolution policy.

## Rules of Conduct

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

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee’s manager or proper authority.

2. Inefficiency - including deliberate restriction ofoutput, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.

3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on Community School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.

4. Damaging, defacing, unauthorized removal, destruction or theft of another employee’s property or of Community School property.

5. Fighting or instigating a fight on Community School premises.

6. Violations of the drug and alcohol policy.

7. Using or possessing firearms, weapons or explosives of any kind on Community School premises.

8. Gambling on Community School premises.

9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications foremployment and time cards.

10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.

11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.

12. Conducting personal business during business hours and/or unauthorized use oftelephone lines forpersonal calls to the extent it inhibits one’s ability to effectively meet job requirements.

13. Excessive absenteeism or tardiness excused or unexcused.

14. Posting any notices on Community School premises without prior written approval of management, unless posting is on a Community School bulletin board designated foremployee postings.

15. Immoral or indecent conduct.

16. Conviction of a criminal act.

17. Engaging in sabotage or espionage (industrial or otherwise)

18. Violations of the sexual harassment policy.

19. Failure to report a job-related accident to the employee’s manager or failure to take or follow prescribed tests, procedures or treatment.

20. Sleeping during work hours.

21. Release of confidential information without authorization.

22. Any other conduct detrimental to other employees or the Community School’s interests or its efficient operations.

23. Refusal to speak to supervisors or other employees.

24. Dishonesty.

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

## Off-Duty Conduct

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

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

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

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

## Termination of Employment

Community School for Creative Education may terminate your employment at any time, with or without cause, which need not be disclosed to you. When you terminate your at-will employment, you will be entitled to all earned but unused vacation pay. If you are participating in the medical and/or dental plan, you will be provided information on your rights under COBRA.

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct or other violations of CSCE's Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, pursuant to its at-will policy, CSCE reserves the right to terminate any employee at any time, with or without advance notice and with or without cause.

You also agree that, upon the termination of your employment, you will return to the

Community School all property belonging to CSCE in your possession and/or control, including, but not limited to laptops, cell phones, keys, identification cards, financial information, educational materials, and plans, correspondence, designs, budgets, projections, documents, lists, and any other computer generated files and data and copies thereof, equipment, books, records, reports, notes, contracts and other means of storing or recording information.

# GRIEVANCE AND CONFLICT RESOLUTION PROCEDURE

DISPUTES ARISING FROM WITHIN THE SCHOOL/ COMMUNICATION MODEL/GRIEVANCE CONFLICT RESOLUTION PROCEDURE

The ultimate purpose of a communication model is to encourage the growth and development of the Community School for Creative Education as a healthy community. Conflict is a part of any development or growth process and may arise in any community. An effective grievance and conflict resolution process is therefore an essential component of the communication model.

The Grievance and Conflict Resolution Procedure is a model for all members of the Community School community and is designed to address issues among the following: Between parents and teachers; parents and administration; and teachers and teachers.

1. **FOUR MAJOR AREAS OF COMMUNICATION:** **Conflicts may include a wide area of grievances, and regard family and staff concerns.** Conflicts may fall into one of four major areas or may be a combination of these areas as listed below.
2. **Policies and Legal Issues-** Current policies are available in the Charter School office. Reviewing policies and procedures lends information that may at times solve a conflict. The Board of Trustees at the Community School has final approval for all school policies and procedures. Issues of policy and procedures should be addressed to the Principal.
3. **Procedures/Daily Operations-** The Principal (acting or otherwise) shall establish procedures designed to carry out the policies adopted by the Board. Procedures pertain to anything regarding the daily operations of the Community School. Procedures can be clarified by an office staff member or the Principal. The Principal serves as the primary administrator of the school. Any daily operations/procedural issues should be addressed directly by the Principal.
4. **Pedagogy-** Pedagogical issues, pertaining to anything that occurs in the classroom, i.e. teaching, curriculum, classroom management, or teacher-student relationships should be addressed directly to the class teacher.
5. **Interpersonal Communication and Relationships-** Concerns between people or communication breakdown should be directly communicated with the person(s) involved. The overall purpose of this procedure is to perpetuate a climate of collegiality, mutual trust and respect by resolving differences in a timely, objective and equitable manner.

If concerns or conflicts regarding policies and procedures, pedagogy, and/or community members are not resolved after following the procedures described under “Four Major Areas of Communication,” the following direct communication lines should be employed.

These communication lines are the vehicles that the Community School uses to resolve conflicts within our community as they arise. These pathways form a structure and process that encourage parties involved in a conflict to reach resolution. It is emphasized that the first step in the resolution of conflicts in our community is direct communication with the involved parties. The following steps should then be initiated if issues are not resolved.

If the Principal is contacted directly by a community member, the Principal will acknowledge the concern, review the Communication Model with the complainant and refer her/him to the appropriate step in the Conflict Resolution/Grievance Procedure within a reasonable period of time, targeting three (3) school business days.

It is the Principal’s responsibility to evaluate each situation and determine if administrative support is necessary. The Principal has the discretion in any conflict to bypass LEVEL 1 and proceed to LEVEL 2 of the Conflict Resolution/Grievance Procedure if deemed necessary.

B. **LEVEL 1: Direct Resolution** In the Community School Community a set of direct communication lines exist and include:

If you have a question or concern, go directly to the person(s) in the above areas or categories. For instance if you have a question regarding school policy, you would speak directly to the Principal. If you have a question or concern regarding daily operation of the school, you would contact an office staff person or the Principal; if you have a question or concern regarding the classroom, you would speak directly with the teacher of the class; if you have a question or concern regarding any member of the community, you would address that person directly.

If the person(s) involved are unable to resolve the conflict or complaint, the complainant should forward the complaint to the Principal, using complaint form (Appendix B).

C. **LEVEL 2: Administrative Resolution** The administration resolution process consists of a meeting between the parties involved with the Principal or at least one of the two in attendance. An attempt at administrative resolution is to be made prior to requesting formal resolution.

The Principal shall attempt to identify a resolution that is acceptable to both parties. If the complainant is dissatisfied with the resolution, the Principal shall inform the complainant of the formal complaint procedure. This process should be completed within a reasonable period of time, targeting five (5) school business days.

D. **LEVEL 3: Formal Resolution**

1. If there is an unsatisfactory resolution, then the complainant must communicate his/her grievance to the Principal unless the grievance involves the Principal. This communication may be submitted in person or writing. Depending on the nature of the complaint, the Principal may choose to address this directly or to designate another Community School employee or trustee to address the issue.
2. If there is unsatisfactory resolution or if the grievance is with the Principal, then the complainant must submit their grievance in person or writing to the Community School Executive Director, describing her/his grievance, its history, any pertinent information, and to whom or what the grievance is directed. This process should be completed within a reasonable period of time, targeting five (5) school business days.
3. If there is an unsatisfactory resolution, then the complainant must communicate his/her grievance to the Board, describing her/his grievance, its history, any pertinent information, and to whom or what the grievance is directed.
4. The Board will, within a reasonable period of time, targeting five (5) school business days, appoint a person or persons to tailor a process for resolving the complaint that best leads to its resolution within the guidelines described here.
5. The Board’s appointees will review the grievance and request a written response from the party against whom the grievance has been made. The written statements will to given to both parties. (If the party against which the grievance has made chooses not to participate, the grievance process may still proceed.)
6. The Board’s appointee(s) will investigate the complaint. They may interview the parties, request a face-to-face meeting, request additional information, or devise other ways of investigating the complaint.
7. The Board’s appointee(s) will report their findings to the Board, and whether the complaint has merit. If they discover that the grievance is well founded they will recommend corrective action.
8. The Board will communicate final resolution of the grievance to the complainant and the party against which the grievance has been made, within a reasonable period of time from the completion of the investigation, targeting five (5) business days.
9. The Board’s resolution process will be completed in a reasonable period of time, targeting fifteen (15) business school days.
10. The Community School Board is the final arbitrator and has the final decision in any grievance. Based on the findings of its appointees, the Board will decide what, if any, steps to take.

E. **LEVEL 4: Uniform Complaint Policy/ Procedure (UCP)**

The Community School Uniform Complaint Policy/Procedure shall be used to address all complaints which allege that the Charter School has violated federal or state laws or regulations governing educational programs. Guidelines for the UCP can be found on the school website or may be obtained in the school office.

F. **CONFIDENTIALITY** It is fundamental to the conflict resolution process/grievance procedure that the individuals involved maintain and honor strict confidentiality regarding all aspects of the complaint and procedure.

The County shall not intervene in any such internal disputes without the consent of the governing board of the school and shall refer any complaints or reports regarding such disputes to the Board of Trustees or Principal of the Charter School for resolution pursuant to the Charter School's policies.

Adopted: Feb. 29, 2012 Amended: March 29, 2018 Charter School Policy #: 2001

# AMENDMENT TO EMPLOYEE HANDBOOK

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

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

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

# APPENDIX A

## HARASSMENT COMPLAINT FORM

|  |
| --- |
| *It is the policy of the Community School that all of its employees be free from harassment. This form is provided for you to report what you believe to be harassment, so that the Community School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment.*  *If you are an employee of the Community School, you may file this form with the Director or Board President.*    *Please review the Community School’s policies concerning harassment for a definition of harassment and a description of the types of conduct that are considered to be harassment.*  *CSCE will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the Community School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the Community School will**need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged harasser.*  *In signing this form below, you authorize the Community School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the Community School will be able to address your complaint to your satisfaction.*    *Charges of harassment are taken very seriously by the Community School both because of the harm caused to the person harassed, and because of the potential sanctions that may be taken against the harasser. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.* |

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

Signature of Complainant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

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

# APPENDIX B

## COMPLAINT FORM

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

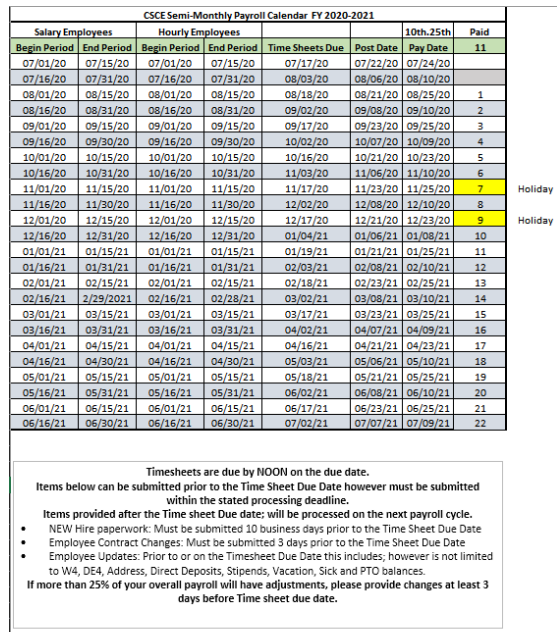
Signature of Complainant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

To be completed by CSCE:

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



# APPENDIX D

## Acknowledgment Of Receipt Of Employee Handbook - Employee Copy

|  |
| --- |
| PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE PRINCIPAL.  EMPLOYEE NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I understand that it is my responsibility to read and understand the contents of this Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.  I understand that the statements contained in the Handbook are guidelines for employees concerning some of the Community School’s policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the Community School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.  I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the Community School.  I understand that other than the Board of the Community School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.  Employee’s Signature: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Please retain this copy for your records. Sign, date, tear out and turn in the following duplicate page to the Deputy Director.**

## Acknowledgment Of Receipt Of Employee Handbook - School Copy

|  |
| --- |
| PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE CBO.  EMPLOYEE NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  I ACKNOWLEDGE that I have received a copy of the 2019-20 Employee Handbook. I understand that it is my responsibility to read and understand the contents of this Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.  I understand that the statements contained in the Handbook are guidelines for employees concerning some of the Community School’s policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the Community School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.  I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the Community School.  I understand that other than the Board of the Community School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.  Employee’s Signature: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Please sign/date, tear out, and return to the Deputy Director.**

Addenda Form A; Non-Exempt Employee Meal Period Waiver Agreement

**Community School for Creative Education**

**NON-EXEMPT EMPLOYEE MEAL PERIOD WAIVER AGREEMENT**

**Waiver of First Meal Period** (Applicable only when workday is 6 hours or less)

* I understand that I am entitled to and acknowledge that Community School for Creative Education (CSCE) provides me with an uninterrupted, unpaid thirty-minute meal period whenever I work more than five hours in a workday. I also understand that my first meal period must start before the end of my fifth hour of work (i.e., 5 hours and 0 minutes on the clock).
* I wish to voluntarily waive my right to a thirty-minute meal period when my workday will be completed in six hours or less.
* I understand that I may revoke this agreement to waive my first thirty-minute meal period at any time, in writing, by providing written notice of revocation to the Deputy Director. As a result, I understand this waiver will remain in effect each workday unless and until I provide a written notice to Deputy Director revoking this waiver.

**Acknowledging the above, I hereby voluntarily waive my right to a thirty-minute meal period whenever my workday will be completed in six hours or less. If I wish revoke this waiver, I will notify the Deputy Director immediately.**

**Second Meal Period** (Applicable only when workday is more than 10 hours but not greater than 12 hours)

* I understand that I am entitled to and acknowledge that CSCE provides me with a second, uninterrupted, unpaid thirty-minute meal period whenever I work more than ten hours in a workday. I also understand that my second meal period must start before the end of my tenth hour of work (i.e., 10 hours and 0 minutes on the clock).
* I wish to voluntarily waive my right to a second meal period when my workday will be completed in twelve hours or less, provided that I did not waive my first meal period on the same workday.

• I understand that I may revoke this agreement to waive my second meal period at any time, in writing, by providing written notice of revocation to the Deputy Director. As a result, I understand this waiver will remain in effect each workday unless and until I provide a written notice to the Deputy Director revoking this waiver.

**Acknowledging the above, I hereby voluntarily waive my right to a second meal period whenever my workday will be completed in twelve hours or less and I did not waive my first meal period on the same workday. If I wish revoke this waiver, I will notify the Deputy Director immediately.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee’s Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee’s Signature Date

1. (\*Note that exempt employees who work only during the academic calendar, such as teachers, are not scheduled to work during many of the above‐listed holidays, and therefore are not eligible for holiday pay if worked.) [↑](#footnote-ref-1)