

Agenda Item:	IV I: Action Item
Date:	June 17, 2024
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Fiorella Del Carpio, Chief People Officer
RE:	Approval of 2024-25 MPS Employee Handbook

1. Action Proposed:

I move that the Board approve the 2024-25 Employee Handbook as presented with an effective date of July 1, 2024.

2. Background:

The MPS HR Department worked with legal counsel, Young Minney and Corr (“YM&C”) to revise the handbook to be compliant with labor codes and regulations.

3. Analysis:

Below are the summary of changes in the employee handbook.

- Criminal background checks: if an employee is convicted, they must report within one workday of release to the supervisor.
- Immigration Compliance: If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.
- Professional Boundaries with Social Media: Employees must not discuss or share information about, or images of, students on social media.
- Dispute resolution through Arbitration Agreement: Employees of MPS agree, as a condition of employment, to resolve workplace concerns internally to the extent possible, and through binding and mandatory arbitration where it cannot be handled internally.
- Drug and alcohol free workplace: Employees involved in an accident or injury in relation to their work may be subject to mandatory drug or alcohol testing. If MPS assigns post-incident drug or alcohol testing, the employee must agree to submit to the testing for the safety of the workplace, or they may be subject to discipline for failing to comply with a necessary safety protocol.
- Use of school communication equipment and technology: Employees are prohibited from forwarding files, emails, or school owned resources to their personal email accounts or outside the MPS network for non-School use.
- Make up time: Employees who are called to work on a scheduled day off, such as a holiday, may be provided a makeup day off during the same workweek, schedule permitting and with supervisor approval.
- Prohibited Conduct: MPS’s commitment to our students is to surround them with committed advocates. Employees who are not committed to carrying out MPS’s school mission, or who behave in a manner that is contrary to the goals of the School, may be deemed not a good fit for MPS and released from at-will employment on that basis.

- Personal appearance: Apparel of a controversial nature which is likely to be divisive or disruptive to students or interfere with MPS's neutral viewpoint work environment.
- Updated holiday/break dates
- Increase sick leave rate from \$150 to \$250 per day
- Pay during leave: If the employee's leave coincides with a paid holiday, the employee must have returned to work prior to the start of the paid holiday to be eligible for holiday pay.

4. **Budget Implications:**

The fiscal impact to the changes noted have been incorporated into the 2024-25 Adopted Budget that will be presented to the Board on June 17, 2024.

5. **Exhibits:**

- Appendix 1: Updated 2023-24 MPS Employee Handbook (clean)



EMPLOYEE HANDBOOK

2024-2025

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

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

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

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

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

I understand that other than the CEO or the CEO designee, 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 CEO has the authority to make any such agreement and then only in writing.

Employee's Signature: _____ Date: _____

Please review this Handbook carefully and acknowledge your receipt and understanding of it in Human Resources Information System.

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Magnolia Public Schools

The Vision

Graduates of Magnolia Public Schools ("MPS") are scientific thinkers who contribute to the global community as socially responsible and educated members of society.

The Mission

MPS provides a college preparatory educational program emphasizing science, technology, engineering, arts, and math (STEAM) in a safe environment that cultivates respect for self and others.

Core Values

MPS has identified the following core values which are reinforced through its Life Skills curriculum, student learning outcomes (SLOs), and all school activities:

- Excellence
- Innovation
- Connection

Magnolia Science Academy Schools

<u>Magnolia Science Academy-1</u>	18238 Sherman Way Reseda, CA 91335	(818) 609-0507
<u>Magnolia Science Academy-2</u>	17125 Victory Blvd. Van Nuys, CA 91406	(818) 758-0300
<u>Magnolia Science Academy-3</u>	1254 East Helmick St., Carson, CA 90746	(310) 637- 3806
<u>Magnolia Science Academy-4</u>	11330 W Graham Place Los Angeles, CA 90064	(310) 473-2464
<u>Magnolia Science Academy-5</u>	18238 Sherman Way Reseda, CA 91335	(818) 705-5676
<u>Magnolia Science Academy-6</u>	745 S Wilton Pl Los Angeles, CA 90005	(310) 842-8555
<u>Magnolia Science Academy-7</u>	18355 Roscoe Blvd. Northridge, CA 91325	(818) 221-5328
<u>Magnolia Science Academy-8 (Bell)</u>	6411 Orchard Ave Bell, CA 90201	(323) 826-3925
<u>Magnolia Science Academy- San Diego</u>	6525 Estrella Ave. San Diego, CA 92120	(619) 644-1300
<u>Magnolia Science Academy- Santa Ana</u>	2840 W 1 st St. Santa Ana, CA 92703	(714) 479-0115

INTRODUCTION

This Handbook summarizes the Magnolia Public Schools' (hereinafter referred to as "MPS" or "School") personnel policies applicable to all employees. Please review these policies carefully. If employees have any questions about the policies outlined in this Handbook, or if they have any other personnel related questions, whether related to policies specifically addressed in this Handbook or not, please consult the **MPS Home Office ("MERF") Human Resources Department**.

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

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

After reviewing this Handbook, please e-sign the employee acknowledgement form **in the Human Resource Management System Employee Self Service Portal**. This signed acknowledgement demonstrates to the School that the employee has read, understood and agrees to comply with the policies outlined in the Handbook.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Policy

MPS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including reproductive health decision making, an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), or the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. MPS will then conduct an investigation to identify the barriers that interfere

with the equal opportunity of the applicant or employee to perform the job. MPS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

At-Will Employment

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

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

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents, whether singly or combined, or any employment practices shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Child Abuse and Neglect Reporting

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

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

MPS will provide annual training on the mandated reporting requirements, using the online training module provided by MPS, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of employment.

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

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must report within one workday of release to the Principal.

Tuberculosis Testing

All prospective employees and continuing employees must provide proof of clearance from active tuberculosis (TB) from a healthcare provider. Applicants must provide proof in the form of a clear TB test, skin test, or chest x-ray of the lungs. Returning employees of the School may submit a Risk Assessment Form signed off on by their healthcare provider, or any of the options approved for new hire employees. However, if a Risk Assessment Form is used by the employee and TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB.

The examination for TB consists of an approved TB test, which, if positive will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial and continuing employment with the School.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

The employee will not be required to submit a new TB exam if the employee can produce a current certificate showing they were found free of infectious tuberculosis within sixty (60) days of initial hire. The cost of the examination required of existing and new-hire employees shall be a reimbursable expense. Employees should follow the [MPS Purchase Policies & Procedures Manual](#) while making their reimbursement requests.

The [County Health Department](#) may provide skin testing to employees at regular intervals at no cost to the employee. The availability of this testing may be announced by the School. Failure to maintain current TB test results may result in placement on inactive status for failure to meet the minimum conditions of employment, or disciplinary action, up to and including release from at-will employment.

Immigration Compliance

MPS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, MPS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. **If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.**

If the employee has any questions or needs more information on immigration compliance issues, they should contact the Principal.

Professional Boundaries: Staff/Student Interaction Policy

MPS recognizes its responsibility to establish and enforce **all rules and regulations governing student and employee behavior to create a safe, inclusive,** and most learning-conducive environment possible.

Corporal Punishment:

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

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

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

Examples of PERMITTED actions (NOT corporal punishment):

- Restraining a student from fighting with another student;
- Preventing a pupil from committing an act of vandalism;
- Defending yourself from physical injury or assault by a student;
- Forcing a pupil to give up a weapon or dangerous object;
- 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;
- Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

Examples of PROHIBITED actions (corporal punishment):

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

Acceptable and Unacceptable Staff/Student Behavior:

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

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

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

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

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

Professional Boundaries with Social Media

Employees are at particular risk of a professional boundaries violation when interacting with students on social media. Employees must not discuss or share information about, or images of, students on social media.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

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

- Giving gifts to an individual student that are of a personal and intimate nature;
- Kissing of any kind;
- Any type of unnecessary physical contact with a student in a private situation;
- Intentionally being alone with a student away from the school;
- Making or participating in sexually inappropriate comments;
- Sexual jokes;
- Seeking emotional involvement with a student for your benefit;
- Listening to or telling stories that are sexually oriented;
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding;
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior;
- Insulting students, calling students names, using swear words, or making intimidating gestures or comments.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission:

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

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

Cautionary Staff/Student Behaviors:

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

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

Acceptable and Recommended Staff/Student Behaviors:

- Getting parents' written consent for any after-school activity;
- Obtaining formal approval to take students off school property for activities such as field trips or competitions;
- Emails, 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);
- Keeping the door open when alone with a student;
- Keeping reasonable space between you and your students;
- Stopping and correcting students if they cross your own personal boundaries;
- Keeping parents informed when a significant issue develops about a student;
- Keeping after-class discussions with a student professional and brief;
- Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries;
- Involving your supervisor if a conflict arises with a student;
- Informing the Superintendent about situations that have the potential to become more severe;
- Making detailed notes about an incident that could evolve into a more serious situation later;
- Recognizing the responsibility to stop unacceptable behavior of students or coworkers;
- Asking another staff member to be present if you will be alone with any type of special needs student;
- Asking another staff member to be present when you must be alone with a student after regular school hours;
- Giving students praise and recognition without touching them;
- Pats on the back, high fives and handshakes are acceptable;
- Keeping your professional conduct, a high priority.

Certification and Licensure of Instructional Staff

All teachers are required to hold a current California teaching credential, certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold. MPS complies with all requirements of the authorizers regarding the certification and licensure of instructional staff. Paraprofessional staff may also be required to provide documentation proving that they meet the requirements for paraprofessional staff. It is the responsibility and a condition of continued employment for all instructional staff, including teachers and paraprofessionals to provide any necessary licensure to a **direct supervisor** no later than the close of business prior to the first day the employee reports for duty. If an instructional staff employee believes that he or she is assigned to teach in a subject in which he or she does not have subject matter competence, the employee should immediately report the same to **his or her direct supervisor**. Staff who are required to possess state and federal certification, expertise, and related requirements must timely maintain such qualifications as a condition of employment at the School. Failure to maintain the appropriate credential/certification required of the position may result in disciplinary action, up to and including release from at-will employment.

Policy Prohibiting Unlawful Harassment, Discrimination and Retaliation

MPS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. MPS's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including reproductive health decision making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, discriminated, or retaliated against by the School, based upon the characteristics noted above. These individuals are entitled to bring a complaint to the School under this policy.

MPS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to forward any complaints of unlawful harassment to their Supervisor or designee.

When MPS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the CEO), the Principal (if the complaint is about a school site employee), or the CEO or designee (if the complaint is about a Home Office employee), will review the allegations,

the facts, and circumstances, and may conduct an investigation if appropriate. Any investigation must be fair, timely and thorough and provide all parties an appropriate process and reach reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. MPS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

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

Prohibited Unlawful Sexual Harassment

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

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

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

All employees will receive two (2) hours of sexual harassment prevention training within six (6) weeks of hire. Additionally, all returning employees will receive sexual harassment prevention training within six (6) weeks of the new school year. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Sexual harassment may include, but is not limited to:

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

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate MPS policy.

Reporting

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment, discrimination, and retaliation. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute a violation of this policy or any other prohibited behavior, they must take immediate action to address such conduct. Any employee who believes they have been harassed, discriminated against, or retaliated against, or who has witnessed such conduct, is encouraged to immediately report it to the Principal, the CEO, or the Board, as indicated above. See **Appendix A** for the "Harassment / Discrimination / Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form." See the MPS website for the "Title IX Complaint Policy."

Dispute Resolution through Arbitration

Employees of MPS agree, as a condition of employment, to resolve workplace concerns internally to the extent possible, and through binding and mandatory arbitration where it cannot be handled internally. See **Appendix C** for the "Arbitration Agreement."

Whistleblower Policy

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

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation to their direct supervisor or to the MPS HR Department if the concern is about the Supervisor. If the concern is being brought by a non-employee, it should be reported to the school site Principal. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Drug- and Alcohol-Free Workplace

MPS is committed to providing a drug and alcohol-free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, volunteers, and independent contractors, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other MPS stakeholders.

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

Employees involved in an accident or injury in relation to their work may be subject to mandatory drug or alcohol testing. If MPS assigns post-incident drug or alcohol testing, the employee must agree to submit to the testing for the safety of the workplace, or they may be subject to discipline for falling to comply with a necessary safety protocol.

Confidential Information

All personnel information and information relating to students, including personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties or email addresses (including a private employee email). 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.

Employees at the worksite and teleworking must ensure confidential information is maintained in a secure location restricted from access by unauthorized third-parties.

Conflict of Interest

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

Relationships between Employees

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

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

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

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

No Smoking

All School buildings and facilities are non-smoking facilities.

GENERAL WORKPLACE POLICIES

Workplace Violence

The School takes the safety and security of its employees seriously. The School does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment and/or coercion, that involve or affect the School or that occur, or are likely to occur, on School property. Any act or threat of violence must be immediately reported to **the Principal for school site concerns and to the MPS HR Department for Home Office concerns.**

Health, Safety and Security Policies

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. Every employee will receive a copy of the Injury and Illness Prevention Program, which is kept by **the Principal** and is available for your review. Additionally, the School has adopted a reopening plan to address the safe reopening and operating of MPS schools following the school closure due to COVID-19. Employees must carefully review and comply with the reopening plan for which they will receive training and further instruction during Professional Development training and as needed.

Employees are required to know and comply with the School's general safety rules and to follow safe and healthy work practices at all times. Any potential health or safety hazards and all injuries or accidents must be immediately reported to a supervisor. In compliance with Proposition 65, the School will inform all employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Security Protocols

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

Occupational Safety

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

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

Employees shall be observant of any workplace conditions that may be a cause or contributor to the spread of illness caused by virus and disease, including unclean surfaces, personal illness or the possible illness of others, or work conditions that may seem unsanitary or in violation of any active public health or government order.

To maintain occupational safety, the School may adopt and enforce any government or agency approved measures for evaluating and enforcing employee health and wellness, including health screenings, assessments, or checks.

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

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

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident, injury, or possible cause of COVID-19 occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

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

School Property Inspections

The School is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other improper materials. Additionally, the School provides property and facilities to its employees to carry out business on behalf of the School. Accordingly,

employees do not have a reasonable expectation of privacy when using any School property or facilities. All School facilities and property, including all items contained therein, may be inspected by the School at any time, with or without prior notice to the employee or employee permission. School property includes all desks, electronic devices, storage areas, work stations, lockers, file cabinets, computers, telephone systems, email systems and other storage devices.

The School reserves the right to deny entry to School property to any person, including those who refuse to cooperate with any inspections by the School. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

Soliciting/Conducting Personal Business While on Duty

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

Use of School Communication Equipment and Technology

All School owned communications equipment and technology, including computers, electronic mail systems, individual emails, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of the School and are provided to the employee to carry out business on behalf of the School, unless previously authorized for nonbusiness use. Employees have no expectation of privacy in any communications made using School owned equipment and technology. Communications (including any attached message or data) made using School owned communications equipment and technology are subject to review, inspection and monitoring by the School. Employees are prohibited from forwarding files, emails, or school owned resources to their personal email accounts or outside the MPS network for non-School use.

Employees should not use personal devices or email accounts for MPS-related communications. Such communications should only take place using MPS-issued devices and via the employee's MPS email account. **Employees are required to promptly respond to work emails and communications. Exempt and nonexempt employees must respond within one (1) business day.**

Additionally, the School uses technology protection measures that protect against internet access (by both minors and adults) to visual depictions that are obscene, pornographic, and/or harmful to minors. These measures may include, but are not limited to, using a spam filter, installing a blocking system to block specific internet sites, setting internet browsers to block access to adult

sites, using a filtering system that will filter all internet traffic and report potential instances of misuse to the School.

Passwords used in connection with the School's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized School employees. Therefore, employees are required to provide **the I.T. Coordinator** with all passwords used in connection with the School's communications equipment and technology any time the employee's passwords are created or change. In addition, employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Internet Use Policy and Agreement. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student Internet Use Policy and Agreement, will be subject to discipline, up to and including termination.

Internet use is for business purposes only. All employees using the internet through the School's communications equipment and technology must respect all copyright laws. Employees are not permitted to copy, retrieve, modify, or forward copyrighted materials unless authorized by law or with express written permission of the owner of the copyright.

Employees are not permitted to use the School's communications equipment and technology to view content or images that are obscene, pornographic, and/or harmful to minors. The email system and internet access are not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets or anything else that may be construed as harassment or disparagement of others based on their race, national origin, gender, sexual orientation, age, religious beliefs or political beliefs with little or no educational value may not be displayed or transmitted. The e-mail system and internet access are not to be used in any manner that is against the policies of the School, contrary to the best interest of the School or for personal gain or profit of the employee against the interests of the School. Employees must not use the School's communications equipment and technology for the unauthorized disclosure, use and dissemination of personal information regarding students.

Telework Policy

Purpose

From time to time, in its discretion, MPS may assign certain staff members to telework based on the needs of the organization. If telework is assigned, or otherwise authorized, employees will comply with the requirements of this telework policy.

Definition

Teleworking allows employees to work at home or in an approved remote location for all or part of their regular workweek. Teleworking is not an entitlement, nor is it a Magnolia-wide benefit. This arrangement in no way alters or changes the terms and conditions of employment with Magnolia, and the promulgation of this Policy creates no employee rights in relation to teleworking. Furthermore, Magnolia has the right to refuse to make telework available to an employee and to terminate a telework assignment without cause at any time in its sole and unreviewable discretion.

General Requirements

MPS will designate at the beginning of employment whether a position is on-site, fully remote, or a hybrid of on-site and remote (also known as telework). Employees with telework assignments shall make arrangements with their supervisor and co-workers to address on-site job demands that arise, including returning to the work site to perform certain job duties as needed or as directed by their supervisor. Employees shall be responsible for following all Magnolia policies and procedures when teleworking, including all of the foregoing set forth in Magnolia's most recent Employee Handbook. Employees shall also be solely responsible for the performance of their telework duties; assistance from third parties is strictly prohibited.

Nonexempt employees will be required to (1) record all hours worked as assigned by Magnolia and (2) take and document applicable meal/rest periods. Nonexempt employees must also receive prior written approval from a supervisor prior to working additional hours or overtime. Failure to comply with timekeeping and work hours requirements may result in disciplinary action, up to and including termination from employment.

Eligibility Considerations

Consideration will be given to employees who work in positions adaptable for telework assignments, particularly those who have demonstrated work habits and performance well-suited to successful teleworking. In the sole discretion of Magnolia and its management, the following eligibility factors will be considered:

- The employee has a position where effective communication can be accommodated electronically;
- The employee's telework assignment will not be detrimental to the productivity or work quality of other employees or the effective operation of Magnolia;
- The employee must be able to perform work from home or an approved remote location without distractions or unnecessary risk to the security of Magnolia data, records, networks, or confidentiality generally;
- The employee's equipment and software must meet Magnolia's guidelines/standards, and the employee's needs for Information Technology ("IT") support must be minimal;
- Telework sites must be in California;
- The employee must be effective at working independently for extended periods of time;
- The employee has demonstrated or can demonstrate effective time-management skills by completing tasks efficiently and within any required deadlines;
- The employee must maintain connections with work groups or teams from their remote work location; and
- The employee has no recent or pending corrective or disciplinary actions.

Supervisor Responsibilities

Supervisors managing employees who have been permitted to telework must effectively:

- Implement the telework policy/guidelines;
- Conduct remote supervision;
- Understand the technology and tools necessary for successful remote supervision; and
- Establish communication protocols with telework employees, including making continued efforts to involve teleworking employees in office/department events, meetings, messages, etc., as applicable, to preserve teamwork.

Supervisors will assess each employee's progress on a telework assignment periodically to ensure the employee's compliance with telework requirements, and address any work-related issues, including completing evaluations and other performance management as appropriate.

Communication And Accessibility

Employees and supervisors must determine how communication between the teleworking employee, the worksite, and/or other employees also teleworking will be handled. Employees shall keep their supervisor and as needed, their co-workers or other Magnolia stakeholders (e.g., students and/or parents), informed of their availability so these individuals know how and when to reach the employee during the employee's telework assignment. Employees must be accessible by phone and email at all times to their supervisor, co-workers, Magnolia stakeholders, and Magnolia generally during assigned work hours. Employees must notify their supervisors if they leave their telework site during agreed upon hours, aside from applicable meal and rest periods. Employees must post their telework schedule on their calendar, including applicable meal and rest periods. Employees must also remain flexible in their scheduling, and shall be available to attend staff meetings and other meetings as required by their supervisor.

Safety

The telework space is considered an extension of Magnolia's worksite. Employees will have the same responsibility for safe practices, accident prevention, and accident/injury reporting as in the regular worksite. In case of injury, accident, theft, loss, or tort liability related to telework, the employee must immediately report the event to their supervisor and allow Magnolia or its authorized agent to investigate and/or inspect the telework site as needed.

Employees are responsible for establishing and maintaining a designated, adequate workspace at their telework location. When the telework location is the employee's home, the employee is responsible for ensuring the location is safe (free from hazards and other dangers to the employee or equipment), clean, professional, and free of distractions (e.g., children, pets, electronic devices, etc.).

Supplies, Equipment, And Furniture

Magnolia will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, and photocopiers) for each telework assignment on a case-by-case basis. Magnolia will not provide office furniture for the workspace at home and the employee's home work-site must be minimally equipped to serve as a remote workspace.

Laptop devices and internet hotspots will be supplied and maintained by the Magnolia, subject to availability. Any equipment provided by Magnolia to the employee shall remain the property of Magnolia. Equipment supplied by Magnolia is to be used for work purposes only. Employees must sign an inventory of all Magnolia property and agree to protect the items from damage or theft. Employees shall not be entitled to reimbursement for their use of Magnolia property. Employees shall be held liable to Magnolia whenever their wrongful or negligent act or omission causes loss, theft, disappearance, damage to, or destruction of Magnolia property. Upon cessation of a telework assignment, all Magnolia property must be returned to Magnolia.

All other necessary technology shall be supplied by the employee as approved by Magnolia. All technology supplied by the employee shall be maintained by the employee. Magnolia accepts no responsibility for damage or repairs to employee-owned equipment. Employees who supply personal technology for a Magnolia-related use shall be eligible for a reimbursement pursuant to

the "Reimbursement" section below. Any employee who proposes to supply their own personal technology for Magnolia related work shall notify their supervisor of the same and provide an inventory of such personal technology.

Reimbursement

Magnolia shall reimburse employees for actual and necessary expenses incurred by the employee for purposes of carrying out Magnolia business when such expenses are expressly authorized and preapproved by Magnolia.

Employees who believe their expenses exceed the reimbursement amounts described above shall be required to submit copies of their expenses, such as the internet and/or cell phone bill at issue, for review. Such bills may be redacted as needed to remove any private/confidential information.

Information Security And Confidentiality

Employees must never provide any third parties access to Magnolia network or share network access passwords, and must comply with all policies and procedures related to information security and network access, including policies and procedures contained in the Magnolia Employee Handbook.

Consistent with Magnolia's expectations of information security for employees working at the office, teleworking employees must ensure that their telework location is secure and communications provided or sensitive work performed from the telework location remain confidential, away from the presence of family members or guests. Any Magnolia materials taken home, such as confidential personnel or pupil records, must be kept in a secure space within the telework location and shall not be made accessible to any third parties, including the employee's family members or guests. Steps which employees may take to increase security of Magnolia materials/information include use of locked file cabinets and desks, regular password maintenance, shielding computer monitors, and any other actions appropriate for the position and the telework location.

Performance Standards

Employees must maintain the same or an improved level of productivity and work quality while teleworking. If productivity and/or work quality begin to decline, the telework assignment will be reevaluated to determine if changes can be made or termination of the telework assignment is warranted. Telework allows a high amount of flexibility for an employee to complete their work in a timely and proper manner, and it is expected that employees will not abuse this opportunity by allowing their productivity or work quality to decline.

Professional Boundaries

Employees must maintain appropriate levels of professionalism when interacting remotely with students and/or student's family members, including as detailed in the "Professional Boundaries: Staff/Student Interaction" policy. Employees who fail to demonstrate acceptable professional boundaries during a telework assignment may be subject to disciplinary action, up to and including termination from employment.

Evaluation & Duration

Evaluation of employee performance during the teleworking assignment may include daily interaction by video, phone and/or email between the employee and the supervisor, and weekly

face-to-face and/or video meetings whenever possible to discuss work progress and problems, as needed.

Magnolia may modify or terminate telework assignments at any time, with or without cause or advance notice. Although not required, Magnolia shall endeavor to provide seven (7) days' notice of the modification or termination of any telework assignment whenever possible. All telework assignments shall be subject to termination upon resumption of regular onsite duties at Magnolia following the COVID-19 pandemic.

Use of Personal Property

Employees are not encouraged to bring in personal property or materials for use in the School setting. If an employee has a personal property item he or she would like to bring in for School use, the employee must first gain approval by MPS. MPS will not be responsible or liable for the property item. The employee assumes all liability for any damage or injury caused by bringing in a personal property item.

The employee may be subject to discipline for a violation of this policy. The School will not be liable for lost, stolen or damaged person property items, and such items are brought in at the employee's own risk.

Security Cameras on Campus

MPS has authorized the use of security cameras in public areas where there is no reasonable expectation of privacy, including in and around School buildings and on School property. The purpose of this program is to promote and maintain a safe, secure, and healthy environment for students and staff, and to protect the community's investment in School owned or leased property and facilities.

Public areas may include school buses, building entrances, hallways, parking lots, front offices where students, employees, and parents come and go, break rooms, gymnasiums during public activities, cafeterias, and supply rooms. Private areas of campus, such as private employee offices (unless consent by the office owner is given), restrooms, and locker rooms will not be subject to security camera recording. Additionally, MPS will post signage indicating the areas of campus where security cameras are in use.

The precise location of security cameras shall be determined by MPS or by the School-site principal with the approval of the CEO. Input from employees may be sought to determine the most beneficial locations for security cameras. A diagram showing the wiring of the local server for the security cameras at the school sites shall be shared with the Board prior to the installation of the security monitoring system.

Security cameras will not be used to record audio or live footage, and footage will be kept private and destroyed after thirty (30) days, unless the preservation of the footage is otherwise needed. Authorized personnel may view the security camera footage by accessing the pre-recorded footage saved to a digital file. While MPS will not use the security camera footage to evaluate employee performance, it may be used by MPS or law enforcement in cases of suspected illegal

or inappropriate conduct. In such cases, MPS cannot guarantee that security camera footage will be kept private.

Under no circumstances will employees make unauthorized copies or duplicates of security camera footage.

Employees are prohibited from tampering with the MPS's security cameras, systems, and/or footage. "Tampering" includes any unauthorized use, access, or physical damage, or any attempt to interfere, block or prevent the security camera from recording footage. Any employee found to have tampered with MPS security monitoring system may be disciplined, up to and including termination, and they may also be liable for any damage to the system.

Social Media

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

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

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

Intellectual Property Rights

Any intellectual property, such as trademarks, copyrights and patents, and any work created by an employee in the course of employment at the School shall be the property of the School and deemed a work made for hire and the employee is deemed to have waived all rights in favor of the School. Work, for the purpose of this policy refers to written, creative or media work. All source material used in presentation or written documents must acknowledged the author or owner.

Media Contacts

All media inquiries regarding the School and its operations must be referred to the **Chief Impact Officer or designee**. Only the **Chief Impact Officer or designee** is authorized to make or approve public statements pertaining to the School or its operations, although, public employees do not lose the right to speak on matters of public importance. No employee, unless specifically designated by the **Chief Impact Officer or designee**, is authorized to make statements to the media on behalf of the School. Any employee who would like to write and/or publish an article, paper, or other publication on behalf of the School must obtain approval from the **Chief Impact Officer or designee** before publication.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep **the Principal (or MERF Human Resources for MERF employees)** advised of changes that should be reflected in their personnel file by making the changes in the Human Resources Information System Employee Self Service Portal. Such changes include: change in name, address, telephone number, personal information if required for insurance purposes (e.g., marital/domestic partnership status, number of dependents) and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. MPS will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to **the Principal (or MERF Human Resources for MERF employees)**. Only **the Principal and MERF Human Resources** or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required. Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

HOURS OF WORK, OVERTIME AND ATTENDANCE

Employee Classifications

An employee's salary and benefits depend on a wide range of factors, including base scale, qualifications, additional duties, and performance. Employees who have any questions about their salary, should speak to the Principal or the Human Resources Department for more details.

Classification Type	Definition	Eligible Benefits
Full-Time Salaried	Employed on a regularly scheduled 30+ hours per week basis for a non-specified period.	<ul style="list-style-type: none"> - STRS/PERS/401K Retirement Plan - Personal Necessity/Sick Leave/Floating Holiday - 100% Health Benefits Coverage (including family members) - Life insurance Plan - Vacation Hours (12-months employees only) - Tuition Reimbursement Program
Full-Time Hourly	Employed on a regularly scheduled 30+ hours per week basis for a non-specified period.	<ul style="list-style-type: none"> - STRS/PERS/401K Retirement Plan - Personal Necessity/Sick Leave Hours/Floating Holiday - 100% Health Benefits Coverage (including family members) - Life insurance Plan - Vacation Hours (12-months employees only) - Tuition Reimbursement
Part-Time Hourly	Employed on a regularly scheduled basis of 20.00 to 29.99 hours per week for a non-specified time.	<ul style="list-style-type: none"> - STRS/PERS Sick Leave
Part-Time Hourly	Employed on a regularly scheduled basis of 19.99 or less hours per week for a non-specified time.	<ul style="list-style-type: none"> - Sick Leave - Not eligible for any other benefits
Temporary/Seasonal Full-Time	Employed on a regularly scheduled basis of 30+ hour per workweek for a finite period of time (though they are still at will employees).	<ul style="list-style-type: none"> - Sick Leave - Some full-time temporary and seasonal employees may also be eligible for employer-sponsored health benefits, as required by law.
Temporary/Seasonal Part-Time	Employed on a regularly scheduled basis of 29 or less hours per week for a finite period of time (though they are still at-will employees).	<ul style="list-style-type: none"> - While this position may be eligible for Sick Leave, it is not eligible for any benefits.
Independent Contractor	Independent Contractors are non-employees.	Not eligible for any benefits.

Work Hours and Schedules

The School's normal operating hours are from ***7:30 a.m. to 4:00 p.m.**, Monday through Friday. The work schedule for hourly nonexempt employees may vary. Each employee will be assigned a work schedule by their supervisor. *Typical working hours for hourly nonexempt employees may be as follows:

REGULAR WORKING HOURS*	
School Level: Full-time office staff	7:30 a.m. – 4:00 p.m. (may include a meal break for thirty (30) minutes and two ten (10) minute breaks)
School Level: All other full-time employees	7:45 a.m. – 4:00 p.m. (may include a meal break for thirty (30) minutes and two ten (10) minute breaks)
CMO Level: All full-time MERF employees	8:30 a.m. – 5:00 p.m. (may include a meal break for thirty (30) minutes and two ten (10) -minute breaks)

* Working hours may vary from one School site to another.

Employee work schedules and pay may fluctuate depending on the workload:

- Employees may have to work hours beyond their normal schedules as work demands require.
- Hourly employees will only be paid for the hours actually worked unless accrued paid leave is used or during a paid holiday for eligible employees.
- Employees are expected to attend weekly staff meetings and other mandatory training and meetings.
- Full-time teachers may be required to supplement regular curricular activities through after school programs, including tutoring and clubs. Each full-time teacher is expected to offer at least two after school programs per week.
- As directed by the Principal, employees may be required to conduct home visits to develop a positive school-home relationship that supports student achievement.
- As directed by the Principal, employees may also be required to attend school events and activities, including but not limited to, parent conferences, student/parent orientation, back-to-school nights, parent/community meetings, and any other school events and activities that occur during or outside of the normal school day, as indicated in the work year calendar. This required work is distinguishable from the employee's involvement in non-work volunteer activities, which are not required by the employee's employment.
- Employees are expected to perform other duties as requested by their direct supervisor.

Overtime

Whether an employee is exempt from or subject to overtime pay will be determined on a case by-case basis. Generally, teachers and administrators are exempt from earning

overtime pay. Exempt employees may have to work hours beyond their normal schedules as work demands require, thus, no overtime compensation will be paid to exempt employees. Nonexempt employees may be eligible to earn overtime if required to work beyond the regularly scheduled workday or workweek. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. MPS will attempt to distribute overtime evenly and accommodate individual schedules, however, the operational needs of the School are paramount. All overtime work must be previously authorized in writing by **the Principal (or MERF Human Resources for MERF employees.)** MPS provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law.

Make Up Time

A non-exempt employee may make a written request to make up work time that is or would be lost as a result of another scheduled absence. It is at the sole discretion of the School to approve or reject the request. The hours of that make up work may only be performed in the same workweek in which the work time was lost and may not result in the employee earning overtime. The makeup time must not exceed eleven (11) hours of work in one day or forty (40) hours of work in one week. The employee is responsible for recording time worked and taking all applicable rest and meal breaks during make-up time. Make up time is not encouraged and is based on the availability of work.

Employees who are called to work on a scheduled day off, such as a holiday, may be provided a makeup day off during the same workweek, schedule permitting and with supervisor approval.

Wage Attachments and Garnishments

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

Employees are strongly encouraged to avoid such wage attachments and garnishments.

Meal and Rest Periods

All employees working at least five (5) hours are provided with a thirty (30) minute unpaid meal period, to be taken approximately in the middle of the workday, but by no later than the end of the fifth (5th) hour of the workday. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and MPS mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as

practicable. Employees are prohibited from combining meal and rest period time. An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Lactation Accommodation

MPS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the non-exempt employee shall be unpaid.

MPS will make reasonable efforts to provide employees who need lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

Pay Days

Paydays are scheduled twice per month for **all employees**. The pay periods run from the 1st of the month to the 15th of the month (with paychecks available on the 20th of the month) and the 16th of the month to the end of the month (with paychecks available on the 5th of the following month). For 12-month employees, the School pays up to twenty-four (24) pay periods. For 11 month employees, the School pays up to twenty-two (22) pay periods. The total number of pay periods may vary depending on the starting and ending date of employment, and whether the employee performed work, used time from the accrued leave (paid sick leave, vacation leave, PTO), or is eligible for a paid holiday during the pay period. The last pay period of the school year ends on June 30th. Each paycheck will include earnings for all reported work performed through the end of the payroll period and is subject to regular withholdings. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay no later than the next day of work after the day(s) off.

Employees should promptly notify **the Principal (or MERF Human Resources for MERF employees)** with questions regarding the calculations of their paycheck. Any corrections will be noted and will appear on the following payroll check.

Payroll Withholdings

As required by law, the School shall make all required withholdings, including:

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

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

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

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

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School will provide the employee with a written notice which describes the wage overpayment and will afford the employee an opportunity to respond before commencing any recoupment action. If the employee disputes the wage overpayment, the School shall initiate a legal action to validate the overpayment before proceeding with recoupment. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period where it will go into effect.

Every payroll deduction is explained on the check voucher. Employees are directed to contact Human Resources with questions.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to **the Principal (or MERF Human Resources for MERF employees) and by updating the Human Resources Information System Employee Self Service Portal**. The Human Resources Department also maintains a supply of forms.

It is the employee's responsibility to report any changes in filing status to **the Principal (or MERF Human Resources for MERF employees)** by updating his/her Human Resource Management System Employee Self Service Portal.

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

The School offers programs and benefits beyond those required by law. Employees who wish to participate in these programs may voluntarily authorize deductions from their paychecks.

Salary Compensation for Partial Pay Period

Salary payments to employees who are employed for less than a full pay period because of leave without pay, separation from employment for any reason, or employment at dates other than the beginning or the end of the pay period are computed on the basis of actual working days in the month. For this purpose, working days are considered to be forty (40) hours Monday through Friday unless otherwise specified.

For teaching staff, the actual working days start on the first day of summer teacher in-service and end on the last day of school or on the end-of-year school wrap-up day, whichever is later.

Pay Rate Schedule

Pay is primarily determined by the work classification, employee qualifications, years of service, and individual performance. The School uses the Board approved employee pay raise scales to determine the salaries for **full-time teaching staff and non-classroom based academic personnel and school leaders**. MERF employees and classified employees pay are determined by the MPS Board approved salary band. Please refer to the scales for details. For school level classified employees, the pay is primarily determined by the work classification and individual performance.

Attendance Policy

Employees are expected to adhere to regular attendance and to be punctual. School and MPS organized In-Service and Professional Development days are considered regular working days, employees are expected to be present on those days. If it is necessary to be absent or late, the employee must arrange it in advance with a **direct supervisor**. If it is not possible to arrange the absence or tardiness in advance, the employee must notify a **direct supervisor** no later than one-half (1/2) hour before the start of the workday. Teachers are also responsible to have a substitute folder for use when they are absent from school. If the employee is absent from work longer than one day, they must keep their **direct supervisor** sufficiently informed of the situation.

Excessive absenteeism and tardiness will not be tolerated and will lead to disciplinary action, as shown below in the Disciplinary Action Chart for Tardiness.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Principal will be considered a voluntary resignation from employment, **except in certain documented emergency circumstances**. The actual amount of time used during the tardiness will be subtracted from employee's vacation or sick leave hours (if related to a sick leave purpose) for each tardiness, in one (1) hour increment. Once all sick leave/vacation is used, employee's tardy hours will be reflected as unpaid time off.

CHART OF CONSEQUENCES FOR TARDINESS AND ABSENCES

	OCCURRENCES/DAYS	STEP AND ACTION
TARDINESS	1 -3 tardiness	Verbal Warning
	The 4th tardy	Written Warning.
	The 5th tardy	Employee may also be placed on an Improvement Plan.
	6th and subsequent tardiness	Disciplinary: The employee may be subject to further discipline or dismissal.
ABSENCES	After all sick leave/vacation days are used	For exempt employees, a full day of pay will be deducted for each full days' absence. For nonexempt employees, no deduction will be made, but the employee will not earn wages during their absence.
NO CALL/NO SHOW	3 consecutive days	Considered job abandonment, which can lead to termination.

Timecards and Records

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

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

Non-exempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the Principal **within the same pay period** to make the correction and such correction request must be approved by the Principal.

Non-exempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's timecard. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Mandatory Training and Meetings

Employees may be required to attend online/onsite trainings, lectures and meetings outside of regular working hours. All teaching staff and school administrators are required to attend summer in-services, weekly staff meetings, and other mandatory training and meetings as directed by the **Principal**.

The School will pay non-exempt employees for attendance at mandatory trainings, lectures and meetings outside of regular working hours. All staff will be paid for the total hours of mandatory trainings plus travel time and mileage reimbursement (if applicable) with respect to MPS Reimbursement Policy.

All mandatory trainings, lectures and meetings will be identified as such. The School will not pay nonexempt employees for attendance at voluntary trainings. If the employee is unsure about the characterization of an offered training, lecture or meeting, they should contact their **direct supervisor** before attending.

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

Expense Reimbursements

The School may reimburse employees for certain reasonably necessary expenses incurred in the furtherance of School business, including, but not limited to, fingerprint processing fees, TB test fees, First Aid & CPR fees, fees of exams that lead to professional certification (CSET, CBEST, RICA, CTEL, CLAD, CPACE, etc.,) and other approved School business and profession related expenses. During the onboarding process for a new-hire, fingerprint processing fees and TB test fees may be reimbursed up to 2 (two) fees upon the supervisor and/or the HR Department's request and approval. Credential fees, university entrance exam fees, and US Constitution exam fees are not reimbursable. Please refer to the [MPS Tuition Reimbursement](#) policy for professional development opportunities and certification programs reimbursed by the School.

In order to be eligible for reimbursement, employees must follow the protocol set forth in the MERF's policy regarding expenditures, a copy of which may be obtained from the **Principal (or MERF Human Resources for MERF employees)**.

MERF Purchase Policies and Procedures Manual requires all employee expense or purchase plans to be pre-approved by his/her supervisor.

All new and continuing tuition reimbursement requests must be pre-approved annually by employee's supervisor as stated in the MPS Tuition Policy.

STANDARDS OF CONDUCT

Personal Appearance/Standards of Dress

MPS employees serve as role models to the School's students. All employees 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.

Employees are encouraged 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 employees shall adhere to the following standards of dress:

1. Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.
2. Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. 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.
4. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
5. Skirts and dresses should be no higher than three (3) inches above the knee.
6. All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
7. For safety purposes, earrings must not dangle more than one (1) inch below the ear.
8. Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
9. Apparel of a controversial nature which is likely to be divisive or disruptive to students or interfere with MPS's neutral viewpoint work environment.
10. Due to safety concern, appropriate shoes must be worn at all times. For example; flip flops are not appropriate foot wear.
11. If an employee has a tattoo that is visible, it is the employee's responsibility to ensure that it is not visible during working hours.
12. Supervisors will inform employees of any specific dress requirements for their position.

Prohibited Conduct

The School expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees who behave with a disregard for school rules, mission, or vision will be disciplined accordingly. This includes employees who behave with a lack of courtesy and civility toward others, who do not prioritize their commitment to MPS, and who undermine or act against School programs, rules, and policies. MPS wishes to provide students with the best quality of education by committed school leaders with a student-centric mindset. MPS understands that not every person values and prioritizes a charter school education with the same level of commitment, and that is the prerogative of the individual. However, it is MPS's prerogative in an at-will employment relationship to seek to surround our students with committed advocates, and to end employment relationships with individuals who do not carry out the School's mission. Employees who are not committed to carrying out MPS's school mission, or who behave in a manner that is contrary to the goals of the School, may be deemed not a good fit for MPS and released from at-will employment on that basis. Similarly, employees who violate the spirit of this section, or the expressly written rules of conduct, may be released from at-will employment. The following is a list of conduct that is prohibited by the School. This list is not exhaustive and is intended only to provide examples of the type of conduct that will not be tolerated by the School. The specification of this list of conduct in no way alters the employment relationship the employee has with the School nor does it prevent the School from releasing employees for any or no reason at all, consistent with the at-will employment relationship.

- Insubordination – willfully or negligently failing to perform a task or duty assigned or act in accordance with instructions provided by the School;
- Unprofessional conduct.
- Inefficiency - including willful or negligent restriction of output, carelessness or unnecessary wastes of time or material, neglect of job duties or responsibilities;
- Unacceptable or poor job performance;
- Privacy violations or release of confidential information without authorization;
- Violations of the attendance policy or other unexcused/unreported absence and/or lack of punctuality;
- Improper use or abuse of leave;
- Working unauthorized overtime or refusing to work assigned overtime;
- Misuse of School property or funds;
- Improper use of School equipment, materials, time or property;
- Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
- Failure to maintain a required license, certification or permit current and in good standing;
- Horseplay or other unnecessary or inappropriate physical contact;
- Sleeping, loitering, or malingering on the job;
- Refusal to communicate with students, parents, supervisors, or other employees;
- Conducting personal business during business hours and/or unauthorized use of School property for non-School reasons;
- Posting any notices on School premises without prior written approval of management unless posting is on a School bulletin board designated for employee postings and is otherwise non-offensive and appropriate for the workplace;
- Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter, is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs such as lunch periods

and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks;

- Failure to comply with the School's safety procedures;
- Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment;
- Immoral or indecent conduct;
- Fighting or instigating a fight on School premises;
- Gambling on school premises;
- Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees;
- Possession of alcohol or illegal drugs and controlled substances at work, or reporting to work while under the influence of the same;
- Dishonesty;
- Falsification, fraud or omission of pertinent information when applying for a position;
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record;
- Theft or embezzlement;
- Willful destruction of School property;
- Conviction of a crime making the employee unfit for the position, or failure to report a criminal charge or conviction to the School;
- Possession of firearms, or any other dangerous weapon, while on campus or while working for the School;
- Violation of the discrimination, harassment or retaliation policy;
- Engaging in sabotage or espionage (industrial or otherwise);
- Any willful act that endangers the safety, health or wellbeing of another individual;
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the school;
- Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School; and
- Failure to respond to work-related communications within 1 day for exempt employees and 1 business day for nonexempt employees.
- Violations of federal, state or local laws affecting the organization or the employee's employment with the organization.

Off-Duty Conduct

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

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

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at the School;

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

Employees who wish to engage in additional employment must submit a written request to the School explaining the details of the additional employment. The School will advise the employee of whether a conflict appears to exist based on the information provided. The School assumes no responsibility for this determination or the employee's other employment. MPS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of the additional employment. Authorization to engage in additional employment can be revoked at any time if a conflict is suspected.

EMPLOYEE BENEFITS

Holidays and Vacations

School Holidays

The School recognizes the following holidays. All exempt and nonexempt **full-time** employees will receive the following paid holidays in 2024-2025:

School Holidays	Dates
Independence Day	July 4, 2024 (Thursday) <i>(for 12month employees)</i>
Labor Day	September 2, 2024 (Monday)
Veterans Day	November 11, 2024 (Monday)
Thanksgiving Day*	November 28, 2024 (Thursday)
Day after Thanksgiving*	November 29, 2024 (Friday)
Christmas Holiday**	December 25, 2024 (Wednesday)
Winter Break Holiday**	December 26, 2024 (Thursday)
Winter Break Holiday**	December 27, 2024 (Friday)
New Year's Holiday**	December 31, 2024 (Tuesday)
New Year's Holiday**	January 1, 2025 (Wednesday)
M. L. King Day	January 20, 2025 (Monday)
Presidents' Day	February 14, 2025 (Friday) (Only MSA-SA & MSA-SD) February 17, 2025 (Monday) (ALL MPS & HO)
Cesar Chavez Day	March 31, 2025 (Monday)
Spring Break Holiday***	April 2, 2025 (Wednesday) (Only MSA-SD) April 9, 2025 (Wednesday) (Only MSA-SA) April 16, 2025 (Wednesday) (Only MSA1 to 8 & HO)
Spring Break Holiday***	April 3, 2025 (Thursday) (Only MSA-SD) April 10, 2025 (Thursday) (Only MSA-SA) April 17, 2025 (Thursday) (Only MSA1 to 8 & HO)
Memorial Day	May 26, 2025 (Monday)
Juneteenth Holiday	June 19, 2025 (Thursday)

* Falls during Thanksgiving Break

** Falls during Winter Break

*** Falls during Spring Break

School Breaks

All **full-time** exempt employees will receive the following paid school breaks (which may include, and are not in addition to, the School Holiday Schedule above):

- Thanksgiving Break (including Thanksgiving Day and the Day after Thanksgiving)
- Winter Break (including the Christmas Day, Winter Break Holiday, and New Year's Day)
- Spring Break (including Spring Break Holiday)

Part-time, temporary, and seasonal employees, and independent contractors, are not compensated during School breaks.

Full-time **education specialists, school psychologists, college counselors, athletic directors, and school social workers** at the school sites will be treated as teaching staff for the purpose of holidays and vacation. If employees have any questions about their employment classification, they should consult with **MERF Human Resources**.

SCHOOL BREAKS	DATES
Full-time teaching staff:	
Thanksgiving Break	November 25 (Mon)-November 29 (Fri), 2024 (All MPS Schools & HO)
Winter Break	December 16, 2024 (Mon)-January 3, 2025 (Fri) (For MSA1-8 & SA & HO) December 23, 2024 (Mon)-January 3, 2025 (Fri) (For Only MSA-SD)
Spring Break	March 31, 2025 (Mon) - April 4, 2025 (Fri) (Only MSA-SD) April 7, 2025 (Mon) - April 11, 2025 (Fri) (For MSA-SA) April 14, 2025 (Mon) - April 18, 2025 (Fri) (For MSA1 to 8 & HO)
School administrators, classified exempt 12 month employees, and MERF employees:	
Thanksgiving Break	November 27 (Wed)-November 29 (Fri), 2024 (All MPS Schools & HO)
Winter Break	December 18, 2024 (Wed)-January 3, 2025 (Fri) (For MSA1-8 & SA & HO) December 25, 2024 (Wed)-January 3, 2025 (Fri) (For Only MSA-SD)
Spring Break	April 2, 2025 (Wed) - April 4, 2025 (Fri) (Only MSA-SD) April 9, 2025 (Wed) - April 11, 2025 (Fri) (For MSA-SA) April 16, 2025 (Wed) - April 18, 2025 (Fri) (For MSA1 to 8 & HO)

If a school site has a different schedule of breaks and/or additional breaks other than those listed above, such as fall break, Presidents' week, etc., the general rule of thumb is that fulltime teaching staff will take the whole break off in the school calendar while the School administrators and MERF employees will have two (2) days less off. Full-time, hourly classified staff are only eligible for pay according to the School Holiday Schedule above.

Floating Holidays

All full-time MPS Employees are eligible to receive two (2) floating days each school year. Floating Holidays are not vacation days, and cannot be paid out, cashed out, and cannot be rolled over. Floating holidays are provided at the start of each school year.

Vacation

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

All **full-time 12 month** employees accrue vacation from the date of hire at the following accrual rates:

*ELIGIBLE EMPLOYEES	VACATION ACCRUAL	MAX CAP
School Administrators	Hours will accrue per pay period up to 160 hours (8 hours per pay period) per year	240 hours
School Classified Employees	Hours will accrue per pay period up to 120 hours (6 hours per pay period) per year	200 hours
MERF Employees	Hours will accrue per pay period up to 160 hours (8 hours per pay period) per year	240 hours

As a benefit to employees, eligible employees will accrue the maximum vacation time prior to the end of the year to facilitate their use of vacation time before the end of the year. This accelerated accrual does not entitle eligible employees to vacation time above and beyond their yearly accrual, as indicated in the chart above. Vacation time may not be utilized before it is earned. Vacation is rolled over from year to year and is capped at 240 hours for administrators and MERF employees, and 200 hours for fulltime classified employees. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap. Employees who have non-sick related partial or full day absences will have vacation time deducted from their vacation bank commensurate with their time off.

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

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

All vacations must be approved in advance by **the direct supervisor of the employee**, who will make reasonable efforts to accommodate employee requests. Vacation requests must be made at least two (2) weeks prior to the desired vacation time. Job requirements will always have precedence over vacation schedules. The School may attempt to have some of its employees stagger vacations in an effort to avoid affecting services.

All 11 month employees, including non-classroom based academic employees and teaching staff, do not accrue vacation.

For full-time teaching staff, the actual working days start on the first day of summer teacher in-service and end on the last day of school or on the end-of-year school wrap-up day, whichever is later.

Any accrued but unused vacation will not be paid out at the end of the school year. Nonetheless, all employees are entitled to have their unused vacation time paid out upon separation from the School.

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, MPS offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Additionally, employees may use sick leave during public health emergencies resulting in the closure of MPS, the employee's child care provider, or the school of the employee's child. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, siblings), or a designated person (i.e., one who is designated by the employee at the time the leave is requested) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees limited to one (1) designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

All full-time and part-time staff will be credited with forty-eight (48) hours of sick leave at the start of the school year. In addition to the credited forty-eight (48) hours, all 11 and 12-month full-time employees will accrue two (2) sick leave hours per pay period. The maximum accrued sick leave is eighty (80) hours per year. Paid sick leave can be used by all MPS employees who work for at least thirty (30) days within the span of a single calendar year from the commencement of employment.

Employees may roll over up to eighty (80) hours of paid sick leave from year to year.

MPS EMPLOYEE SICK HOURS			
	BEGINNING	ACCRUAL	MAXIMUM ACCRUAL
11-MONTHS FULL-TIME	48 hours	2 hours per pay period	80 hours
12-MONTHS FULL-TIME	48 hours	2 hours per pay period	80 hours
PART-TIME	48 hours	X	N/A
SEASONAL/TEMPORARY	0	1 hour for every 30 hours worked	80 hours

Employees cannot use paid sick leave until the thirtieth (30th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of one (1) hour.

Sick leave is intended to be used only for the qualifying purposes stated above. MPS will not tolerate abuse or misuse of sick leave. If an employee is absent longer than **five (5)** days due to illness, medical evidence of the illness and/or medical certification of the employee's fitness to return to work may be required.

It is integral to the operation of MPS programs, and the education of students, that MPS receive proper advance notice of paid sick leave absences. Unless the delay in reporting was unavoidable, employees must make advance requests for paid sick leave so coverage can be provided for their role, and student programs are not unnecessarily disrupted by a sudden absence. An employee who has an authorized reason for an absence, but no justifiable reason for failing to report it in advance as required by the attendance policy, may be subject to discipline for violation of this section. Employees who are absent for a paid sick leave related reason must request paid sick leave, as supervisors will not assume sick leave is appropriate and enter it on the employee's behalf.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave, if eligible under applicable medical leave law, depending upon the facts and circumstances of the employee's basis for leave beyond the accrued sick leave. If an employee is not eligible for any applicable medical leave and has exhausted all paid sick leave, the employee will not be paid for time not worked. Employee requests for unpaid medical leave must be approved in advance by the School.

The School may offer to buy back unused paid sick leave days at **\$250** per day, at the School's discretion, by the end of June. Employees must work for the School for at least ninety (90) days of their work year before they may be eligible for the School to buy back their paid sick leave. For employees who do not complete ninety (90) days by June 30 and are therefore ineligible for the buy back, their paid sick leave will roll over up to the maximum cap. The School will not buy back any paid sick leave from new or continuing employees who (1) fail to work for the School for ninety (90) consecutive days of the new work year, or (2) are separated from the School based on misconduct, unprofessionalism, or suspicion of the same. The School does not buy back sick leave from temporary or seasonal employees, such as summer school employees.

Personal Necessity Leave:

A full-time employee may elect to use up to five (5) days of accumulated sick leave each school year for personal necessity including any of the following specific reasons:

- Death or serious illness of a member of his/her immediate family (this is in addition to normal bereavement leave);
- Accident involving his/her person or property or the person or property of a member of his/her immediate family;
- Appearance in court as a litigant, or as a witness under official order;
- Adoption of a child;
- The birth of a child making it necessary for an employee who is the parent of the child to be absent from his/her position during the work hours;
- Business matters which cannot reasonably be conducted outside the workday.

Employees must request personal necessity leave at least one (1) day in advance, unless an emergency situation occurs. Personal necessity leave is not vacation but rather part of the sick leave policy. Personal necessity leave does not carry over from school year to school year.

MERF Offered Benefits Chart

	Full-Time							Part-Time (20-29.99hr/week)	Part-Time (less than 20hr/week)	Temporary/Seasonal		
Status	School Admin Home	Classified				Teacher		Classified		Teacher Classified		
Duration	12-Month	12-Month		11-Month		11-Month		Part-Time		Part-Time	Full-Time	
Salary Type	Salaried	Salaried	Hourly	Salaried	Hourly	Salaried	Hourly	Hourly		Hourly	Salaried	Hourly
Bereavement	40	40	40	40	40	40	40	40	40	40 (Unpaid)	40 (Unpaid)	40 (Unpaid)
Floating Hours	16	16	16	16	16	16	16	NO	NO	NO	NO	NO
Sick Hours	80	80	80	80	80	80	80	48	48	1 hr per 30 hrs worked	1 hr per 30 hrs worked	1 hr per 30 hrs worked
Vacation Hours	160	120	120	NO	NO	NO	NO	NO	NO	NO	NO	NO
Health Benefits	YES	YES	YES	YES	YES	YES	YES	NO	NO	NO	☐	☐

Retirement	YES	YES	YES	YES	YES	YES	YES	YES	NO	NO	NO	NO
Tuition Reimbursement	YES	YES	YES	YES	YES	YES	YES	NO	NO	NO	NO	NO
Paid Time	YES	YES	YES	YES	YES	YES	YES	NO	NO	NO	NO	NO

☐ Temporary/seasonal employees may be eligible for health benefits and sick leave depending on the length of the assignment and the hours worked, as specified in the Health Benefits section and Paid Sick Leave section of this Handbook.

INSURANCE BENEFITS

Health Insurance

Full-time employees are entitled to health insurance benefits in accordance with applicable law and the School's health insurance plan. The School will cover one-hundred (**100%**) percent of the premium for employees who chose the HMO option and one-hundred (**100%**) percent of the premium to enroll legal dependents in the same program. The employee's portion of monthly premiums will be deducted from the employee's paycheck for employees who select the PPO selection or a greater amount of insurance coverage. The School may provide the employee a stipend payment at the rate of \$150 per month if employee is enrolled in a separate health insurance benefit program and declines all employer-sponsored health insurance benefits (i.e. medical, vision, and dental) in writing by no later than within the month of August of each year. MPS will not provide a stipend to employees who will receive or have employer sponsored health insurance coverage through an actively working partner spouse of MPS.

After the end of the open enrollment or once the employee selects a plan, employee may not cancel or convert from HMO to PPO or vice versa until the next open enrollment unless there is a qualifying event such as birth of a child, loss of coverage, marital status.

Part-time, and temporary/seasonal employees working less than 30 hours per week are not entitled to health benefits provided by the School. Independent contractors, consultants and leased employees (i.e., those working for an employment agency) are not employees of the School and are not eligible for benefits provided by the School.

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

Eligibility Coverage Start Date

Subject to health insurance carrier approval, employee coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the next month. The employee is responsible for logging into MPS's Human Resources Information System and properly enrolling in any selected plans within the first thirty (30) days of their start date.

Disability Insurance

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage replacement insurance plan for California workers. Employees may be eligible for SDI when they are out of work related to an injury, subject to SDI eligibility requirements. The employee must contact SDI for specific rules and regulations relating to SDI eligibility, and the **MERF Human Resources** may be available to assist.

Family Leave Insurance

Employees covered by the SDI may also be covered by the California Paid Family Leave Insurance program. Eligible employees are entitled to receive up to eight (8) weeks of wage replacement benefits from the State of California when they suffer a wage loss for taking time off to care for a seriously ill or injured qualifying family member or to bond with a new child within one (1) year of birth or placement of the child with the employee. Specific rules and regulations relating to Family Leave Insurance are available from SDI, and the **MERF Human Resources** may be able to assist.

Life Insurance

Employee life insurance is provided by MERF. All full-time employees will be covered upon hire, subject to program eligibility requirements. Employees should contact the Human Resources Department for coverage details.

Workers' Compensation Insurance

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

COBRA Benefits

Continuation of Benefits:

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

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

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

This eighteen (18)-month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18)-month period also may be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's partner and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and their partner become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but the employee's partner has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

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

MPS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. MPS will then notify the employee or dependents of the employee's rights.

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

There are certain circumstances under which coverage will end automatically. This happens if: Premiums for continued coverage are not paid within thirty (30) days of the due date;

- The employee (or their partner or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or their partner or child, as applicable) may have;
- MPS stops providing group health benefits;
- The employee (or their partner or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29)-months due to disability and there has been a final determination that the employee is no longer disabled.

LEAVES OF ABSENCE

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

Employee Eligibility Criteria:

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of CFRA where the School must only have at least five (5) employees).

Events that may Entitle an Employee to FMLA/CFRA Leave:

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

- 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 twelve (12) months after the birth, adoption, or placement. If **both parents** (or legal guardians) are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
- Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy);
 - A "serious health condition" is an illness, injury (including, but not limited to on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or partner of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits them to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
- To care for a **partner, domestic partner**, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.

- When an employee is providing care to a partner, child, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
- For any "qualifying exigency" because the employee is the partner, child, 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. For CFRA purposes, this may also include a domestic partner.

Amount of FMLA/CFRA Leave Which May Be Taken:

- FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
- In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the partner, child, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.
- The "twelve-month period" in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
- If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the 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 School's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Pay during FMLA/CFRA Leave:

- An employee on FMLA/CFRA leave because of his/her own serious health condition may use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law
- An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
- If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave. If the employee's leave coincides with a paid holiday, the employee must have returned to work prior to the start of the paid holiday to be eligible for holiday pay.

- The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

Health Benefits:

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

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

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

- 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 **employee** works less than thirty (30) days after returning from FMLA/CFRA leave; and
- 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/CFRA leave, or other circumstances beyond the control of the employee.

Seniority:

An employee on FMLA/CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority they had when the leave commenced. An employee who was absent from work while fulfilling their covered service obligation under the Uniformed Services Employment and Reemployment Rights Act (USERRA) shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA covered service.

Medical Certifications:

- An employee requesting FMLA/CFRA leave because of their own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.
- The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the

certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.

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

Procedures for Requesting and Scheduling FMLA/CFRA Leave:

- An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Principal (or MERF Human Resources for MERF employees). An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
- Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or their qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
- Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
- If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
- If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
- 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.
- The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work:

- Upon timely return at the expiration of the FMLA/CFRA leave period, an employee 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/CFRA leave.

- When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
- Before an employee will be permitted to return from FMLA/CFRA leave taken because of their own serious health condition, the employee must obtain a certification from their health care provider that they are able to resume work.
- If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Employment during Leave:

No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, 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 (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- 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
- The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave:

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

months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

Pay During Pregnancy Disability Leave:

- An employee on pregnancy disability leave may use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
- The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
- Vacation 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:

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

- The employee fails to return from leave after the designated leave period expires.
- The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

Seniority:

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

Medical Certifications:

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

Requesting and Scheduling Pregnancy Disability Leave:

- An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal (and MERF Human Resources for MERF employees). An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
- Employee should provide not less than thirty (30) days' notice or as soon 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.
- Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
- Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
- If an employee 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.
- The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work:

- 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 one of the following is applicable:
 - The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

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.

- When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above)
- In accordance with MPS policy, before an employee will be permitted to return from a pregnancy disability leave of **five (5) days or more**, the employee must obtain a certification from her healthcare provider that she is able to resume work.
- If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Employment during Leave:

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Unpaid Leave of Absence

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

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

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month 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 vacation time is accrued during any type of unpaid leave of absence.

Funeral/Bereavement Leave

All MPS employees excluding temporary/seasonal employees will be allowed up to **five (5)** paid working days off within the same school year to arrange and attend the funeral of an immediate family member. For purposes of this policy, an employee's immediate family member includes a parent, spouse, children, sibling, parents-in-law, grandparents, grandchild, sister/brother-in-law, son/daughter-in-law, or domestic partner. All other employees who have worked for at least thirty (30) days, such as seasonal and temporary employees, are entitled to up to five (5) days of unpaid bereavement leave for the death of an immediate family member. Employees should contact the Principal or the Human Resources department to request bereavement leave. All bereavement requests should be in writing to the Principal and Human Resources department.

If any employee requires more than **five (5)** days off for bereavement leave, the employee may request to use accrued sick days, request additional unpaid leave or may request the opportunity to use any accrued vacation time, which may be granted at the discretion of the School. Bereavement pay will not be used in computing overtime pay.

Reproductive Loss Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay.

Military and Military Spousal Leave of Absence

MPS 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 ReEmployment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

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

Except for employees serving in the National Guard, MPS 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. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

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

Advance notice of leave is required. Please inform **the Principal (or MERF Human Resources for MERF employees)** of anticipated military leave time as far in advance as possible. Accrued vacation will be paid during military leave at the employees request and health plan coverage continuance can be arranged for up to twenty-four (24) months during military leave if required premium payments are made by the employee. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

Drug and Alcohol Rehabilitation Leave

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

Nothing in this policy shall prohibit the School from refusing to hire or discharge an employee who, because of his or her current use of alcohol or drugs, is unable to perform his/her duties or cannot perform the duties in a manner that would not endanger his/her health or safety or the health or safety of others.

Time Off for Adult Literacy Programs

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

An employee who wishes to reveal a problem of illiteracy and request School assistance should contact **MERF Human Resources**. The School will take all reasonable steps to safeguard the

employee's privacy. Nonexempt employees may use accrued vacation pay if available to make up for the work that is missed to attend literacy classes.

School Appearance and Activities Leave

As required by law, MPS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of MPS, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

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

Time Off to Serve as Election Official

Any employee who serves as an election official is eligible for unpaid leave on election day for purposes of service. Employees must notify **the Principal (or MERF Human Resources for MERF employees)** of their commitment to act as an election official as far in advance as possible.

Time Off for Jury and Witness Duty

The School will provide employees unpaid leave to serve as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The School will also provide employees unpaid leave to appear in court or other judicial proceeding as a witness, as permitted by law, to comply with a valid subpoena or other court order. The employee must notify **the Principal (or MERF Human Resources for MERF employees)** of their commitment to serve on a jury or as a witness as far in advance as possible.

Victims of Abuse Leave

MPS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief

necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide MPS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide MERF Human Resources one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, MPS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request accommodation under this policy, an employee should contact **MERF Human Resources**.

Time Off for Volunteer Firefighters

Employees who perform emergency duties as volunteer firefighters, reserve peace officers or emergency rescue personnel will be given reasonable time off from work in accordance with the law. Employees are requested to alert **the Principal (or MERF Human Resources for MERF employees)** of their status as volunteer firefighters, reserve peace officers or emergency rescue personnel so that the School will have advanced notice of the employee's potential need to leave the School in the event of an emergency. Any time an employee must perform emergency duties, he/she must notify **the Principal (or MERF Human Resources for MERF employees)** before leaving the School's premises.

Time Off for Voting

Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two (2) hours of paid time off will be provided, at the beginning or the end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work. Please contact **the Principal (or MERF Human Resources for MERF employees)** to request and schedule time off to vote.

Industrial Injury Leave (Workers' Compensation)

MPS, 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 the employee receives any worker's compensation benefits to which they may be entitled, employees will need to:

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

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

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

- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

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

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

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee first uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

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

Returning from Leave of Absence

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

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

RETIREMENT

Certificated Staff Members

All certificated staff members who are eligible, including, but not limited to, administrators, counselors, school psychologists, special education program administrators, and teaching employees will participate in the State Teachers' Retirement System (STRS).

Classified Staff Members

All full-time non-certificated staff members, including, but not limited to, office staff and instructional aides, are eligible to participate in the Public Employees' Retirement System (PERS).

All part-time non-certificated employees hired to work six months or more become eligible to participate in PERS on the date of hire. For part-time employees, they become PERS members the first day of the next pay period after completion of 1,000 hours or 125 days in a fiscal year.

All non-credentialed employees also contribute to Social Security.

MPS Home Office Staff Members

Full-time Home Office staff members may be eligible to participate in the Public Employees' Retirement System (PERS), the State Teachers' Retirement System (STRS) or 401(K) Retirement Plan.

Oversight of Benefits

The HR Department and the Finance Department at the MPS Home Office are responsible for monitoring the appropriate administration of benefits and ensuring appropriate arrangements for retirement coverage are made for all employees. MERF will make any contribution that is legally required of the employer, including STRS, PERS, Social Security, workers' compensation, and other payroll obligations.

All withholdings from employees and the MERF will be forwarded to the STRS and PERS funds as required. Employees will accumulate service credit years in the same manner as all other members of STRS and PERS. MERF will submit all retirement data and will comply with all policies and procedures for payroll reporting. MERF assures that it will provide retirement information in a format required by the Counties.

EMPLOYMENT EVALUATION AND SEPARATION

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by their **direct supervisor**. MERF may utilize secure online staff evaluation platform to evaluate staff performances. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions or job retention. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, employees will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that the employee discussed it with their **direct supervisor**, and that they are aware of its contents. Employees may also acknowledge receipt of performance evaluations through the online platform provided by MERF. The evaluation system or any failure to evaluate an employee in no way alters the at-will employment relationship.

Newly hired employees may have their performance goals reviewed by **your direct supervisor** within the first **ninety (90)** days of employment.

Discipline and Involuntary Termination

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

The disciplinary process will be determined by the School in light of the facts and circumstances of each case. Each situation will be considered in light of a variety of factors including, but not limited to, the seriousness of the situation, the employee's past conduct and length of service, and the nature of the employee's previous performance or incidents involving the employee. These policies apply to all employees of the School and apply to all job-related activities of such employees.

Violations of the Employee Handbook, employment agreement, MPS charter, or applicable law are all independently and collectively considered misconduct and will result in disciplinary action up to and including release from at-will employment.

Voluntary Termination

Except if stated expressly otherwise by employment contract, either the employee or the School may terminate the at-will employment relationship at any time, with or without notice and with or without cause. While it is not required, the School requests that at-will employees electing to resign give as much advance notice as possible (preferably two weeks) to allow the School to plan for your departure.

An exit interview may be scheduled by **your direct supervisor or the HR Department**. The purposes of the exit interview is to review eligibility for benefit conversion, to ensure that all necessary forms are completed, to collect any School property (including keys, equipment, documents and records) that may be in the employee's possession, to review the employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at the School. The School appreciates receiving candid opinions of the employee's employment.

Pay at Time of Separation

Employees separated from employment will be paid for time worked according to applicable laws. For full-time employees who are employed for less than a full pay period in their last month, salary payments are computed on the basis of actual working days in the month. For this purpose, working days are considered to be forty (40) hours Monday through Friday unless otherwise specified.

The School will buy back all unused sick leave days from employees at the rate of \$ **250** per day. The School will not buy back any paid sick leave from new or continuing employees who fail to work for the School for ninety (90) days of the new work year. Additionally, employees who are terminated based on misconduct or unprofessionalism, or who resign under suspicion of misconduct or unprofessionalism, are not eligible to have paid sick leave paid to them upon their separation from employment. The School does not buy back sick leave from temporary or seasonal employees, such as summer school employees.

Pay for earned but unused vacation time will be provided to full-time employees at time of separation at the employee's current rate of pay.

Final pay, including pay for any earned but unused sick leave days and vacation time, and if applicable, pay for summer holdback for full-time teaching staff, will be provided in accordance with applicable law. Only employees who are not terminated for misconduct or other related conduct are eligible to be paid for sick leave under the policy.

Employment References/Verifications

All requests for references and employment verifications must be promptly directed to the employee's **direct supervisor and/or the HR Department**. When contacted for an employment verification, the School will only provide information concerning dates of employment, the title of

the last position held and length of service. The School may be required to disclose when an employee has been reported to the CTC for allegations of misconduct. Other employees may not provide any employment verifications or provide a professional reference on behalf of the School for another employee. MPS strongly advises supervisors not to provide letters of recommendation on MPS letterhead.

INTERNAL COMPLAINT REVIEW & OPEN DOOR

Open Door Policy

The School wishes to provide the most positive and productive work environment possible. To that end, it has an open door policy where it welcomes employee questions, suggestions or complaints relating to work, conditions of employment, the School or the treatment of employees. Other than in situations involving harassment (as outlined and described above), the employee must contact **the Principal (or MERF Human Resources for MERF employees)** with questions or concerns. If the situation is not satisfactorily resolved, the employee should contact **MERF Human Resources**, preferably in writing, who may further review the issue.

Internal Complaint Review

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

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School's "Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation."

Internal Complaints:

(Complaints by Employees against Employees)

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

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the employee's **direct supervisor**. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by **the Principal (or the Chief People Officer (or designee) for MERF employees)**:

- The complainant will bring the matter to the attention of **the Principal (or the Chief People Officer (or designee) for Home Office employees)** as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
- The complainant will reduce their complaint to writing, indicating all known and relevant facts. **The Principal (or the Chief People Officer for Home Office employees) (or designee)** will carefully consider the facts and circumstances and may investigate the facts and provide a solution or explanation;

- If the complaint is about the Principal, the complainant may file his or her complaint in a signed writing to the **Chief People Officer (or designee.)** The **Chief People Officer (or designee)** will carefully consider the facts and circumstances and may investigate the facts and provide a solution or explanation;
 If the complaint is about the Chief People Officer, the complainant may file his or her complaint in a signed writing to **the CEO**, who will then conduct a fact-finding or authorize a designee or third-party investigator on behalf of the CEO. **The CEO, designee, or investigator** will carefully consider the facts and circumstances and may investigate the facts and provide a solution or explanation
- If the complaint is about the CEO, the complainant may file his or her complaint in a signed writing to **the Chief People Officer and President of the School's Board of Directors**, who will then confer with the Board and may conduct a fact-finding or authorize a third-party investigator on behalf of the Board. **The Board President or investigator** will report their findings to the Board for review and action, if necessary.

Policy for Complaints Against Employees:
(Complaints by Third Parties against Employees)

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

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

In processing the complaint, **the Principal (or the Chief People Officer (or the Board President) (or designee)** shall abide by the following process:

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

General Requirements:

- Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
- Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

- Resolution: The Board (if a complaint is about the CEO) or the Chief People Officer (if a complaint is about the Principal or MERF employees) or the Principal or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

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

MPS 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 modification replaces any pre-existing policies and Handbooks to the extent they are in conflict.

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/DISCRIMINATION/RETALIATION COMPLAINT FORM

<p><i>It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.</i></p>
<p><i>If you are an employee of the School, you may file this form with the Chief People Officer, Principal, MERF Human Resources, or Board President.</i></p>
<p><i>Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.</i></p>
<p><i>MPS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.</i></p>
<p><i>In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.</i></p>
<p><i>Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. 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.</i></p>

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

List any witnesses that were present:

Where did the incident(s) occur?

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

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

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

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____

Date: _____

Appendix C

ARBITRATION AGREEMENT

This ARBITRATION AGREEMENT ("Agreement") is made by and between Magnolia Public Schools ("MPS") and _____ ("Employee"). The purpose of this Agreement is to establish final and binding arbitration for all disputes arising out of Employee's relationship with MPS from the inception of the employment relationship, including, but not limited to, Employee's employment or the termination of Employee's employment, to the fullest extent permitted by applicable law. Employee and MPS desire to arbitrate their disputes on the terms and conditions set forth below to gain the benefits of a speedy, impartial dispute-resolution procedure, and pursuant to the Federal Arbitration Act ("FAA"). Employee and MPS agree to the following:

1. Claims Covered by the Agreement.

- 1.1 Employee and MPS both agree to exclusively and finally resolve by binding arbitration **any and all claims or controversies** ("claims") that MPS may have against Employee or that Employee may have against MPS or against its past, present, or future predecessors, successors, assigns, affiliates, parent and subsidiary companies, joint ventures, pension or benefit plans, administrators, vendors, contractors, and their respective past, present, or future officers, directors, employees, stockholders, representatives, managers, members, partners, partnerships, agents, guests, parents, students, clients, suppliers, vendors, educational advisors, business advisors, financial advisors, attorneys, and accountants, insurers, and indemnitees (collectively, "MPS"), relating to, resulting from, or in any way arising out of this Agreement or the enforcement, interpretation or validity of this Agreement, including the determination of the scope or applicability of this Agreement, any aspect of Employee's relationship with MPS, any aspect of Employee's employment relationship with MPS (pre-hire through post-termination), and/or the termination of Employee's employment relationship with MPS, and/or any act or omission between Employee and MPS to the extent permitted by law. **This**

Agreement does not cover any claim, cause of action, or actions pursuant to workers' compensation laws, unemployment insurance benefits with the Employment Development Department, or any other dispute if an agreement to arbitrate such a dispute is prohibited by law.

Further, nothing in this Agreement precludes Employee from pursuing any administrative agency claims, including, but not limited to, claims with the Civil Rights Division, the Equal Employment Opportunity Commission, the Division of Labor Standards Enforcement, the Department of Labor, and/or the California Public Employment Relations Board.

- 2.1 The scope of this Agreement is intended to be broad and comprehensive and includes, without limitation, claims for wages or other compensation, including reimbursements, due; claims for penalties or premiums; claims for violations of the California Labor Code; claims for breach of any contract or covenant (express or implied); tort claims (including, but not limited to, those relating to performance or reputation); claims for discrimination, harassment, and/or retaliation (including, but not limited to, race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations); claims for violation of any leaves of absence or accommodations laws; claims for wrongful termination or whistleblowing; claims for benefits (except where an employee benefit or pension plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one); claims for violation of trade secret, proprietary, or confidential information laws; claims for unfair business practices; claims for invasion of privacy; and claims for violation of any public policy, federal, state, or other governmental law, statute, regulation, or ordinance.
- 3.1 To the fullest extent permitted by law, MPS and Employee agree that for any claim brought on an individual basis, including under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), any such dispute shall be resolved in arbitration on an individual basis (*i.e.*, to resolve whether Employee has personally been aggrieved or subject to any violations of law). To the extent there are any PAGA claims to be litigated in a court of competent jurisdiction, including any representative claims, the MPS and Employee agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration, regardless of which claims or

actions were filed first. If any provision of this section is found to be unenforceable or unlawful for any reason, the unenforceable provision shall be severed from this arbitration provision and severance of the unenforceable provision shall have no impact whatsoever on the Agreement as a whole, which shall remain enforceable as to all other terms.

2. Arbitration Procedures.

- 1.1 Required Notice of Claims and Statute of Limitations. Employee may initiate arbitration by serving or mailing a written notice to the Chief Executive Officer of MPS at MPS's principal place of business. MPS may initiate arbitration by serving or mailing a written notice to Employee at the last address recorded in Employee's personnel file. The written notice must specify with reasonable particularity the claims asserted against the other party. Notice of any claim sought to be arbitrated must be served within the limitations period established by applicable federal or state law. After demand for arbitration has been made by serving written notice, the party demanding arbitration shall file a demand for arbitration with the Office of JAMS located within 50 miles of (i) the last address recorded in Employee's personnel file or (ii) the JAMS closest to the last MPS worksite with which Employee most regularly communicated, whichever is closer. The location of the arbitration is determined in accordance with Section 2.8. Applicable law is determined in accordance with Section 2.6.
- 2.1 Selection of Arbitration and Applicable Rules. The arbitrator shall be selected within sixty (60) days of the party initiating arbitration under Section 2.1 from the panel of JAMS and the arbitration shall be conducted pursuant to JAMS policies and procedures. Except as provided herein, all rules governing the arbitration shall be the then-applicable rules set forth by JAMS. If the dispute is employment-related, the dispute shall be governed by JAMS's then-current version of the national rules for the resolution of employment disputes, with the exception that discovery and motions for summary judgment will be governed by Sections 2.3 and 2.4 of this Agreement. JAMS's then-applicable rules governing the arbitration may be obtained from JAMS's website, which currently is www.jamsadr.com.
- 3.1 Discovery and Motions. The parties shall be entitled to engage in all types of discovery (e.g., depositions, interrogatories, request for production of documents, etc.) regarding and relevant to the subject matter of the dispute submitted to arbitration pursuant to the Federal Rules of Civil Procedure ("FRCP"), including but not limited to, FRCP 26. A copy of the FRCP may be obtained from the website of the United States Courts, which is currently

<http://www.uscourts.gov/rules-policies/current-rules-practice-procedure/federal-rules-civil-procedure>.

The arbitrator is authorized to rule on discovery motions brought under the FRCP. All discovery must be completed no later than twenty (20) days prior to the date set for the arbitration hearing; provided, however, that no discovery may be initiated until after the dispute has been formally submitted to arbitration and an arbitrator has been mutually agreed-upon.

- 4.1 Dispositive Motions. Either party may file a motion for summary judgment with the arbitrator in accordance with Rule 56 of the FRCP.
- 5.1 Offers Of Judgment. Either party may serve an offer of judgment consistent with the FRCP.
- 6.1 Applicable Law and Arbitrator Authority. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. **The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable.**

----- **(Employee's Initials Acknowledging Arbitrator's Exclusive Authority)**

- 7.1 Arbitration Decision. The arbitrator's decision will be final and binding. The arbitrator shall issue a written arbitration decision revealing the essential findings and conclusions upon which the decision and/or award is based within thirty (30) calendar days after the hearing's completion. A party's right to appeal the decision is limited to grounds provided under applicable federal or state law.
- 8.1 Place of Arbitration. The arbitration shall take place at a mutually convenient location (preference shall be provided to a JAMS office) that must be within fifty (50) miles of Employee's last known address with MPS. If the parties cannot agree upon a location, or if a JAMS office is not within fifty (50) miles of Employee's last known address with MPS, then the arbitration shall be held at the JAMS office closest to the last MPS worksite with which Employee most regularly communicated. If Employee worked remotely, then the arbitration shall be held at the JAMS office closest to MPS's worksite where Employee was "assigned," even though Employee did not physically work at the worksite.

3. Application for Emergency Injunctive and/or Other Equitable Relief. Claims by MPS or Employee for emergency injunctive and/or other equitable relief relating to unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information shall be submitted to JAMS for emergency treatment. The parties agree that the JAMS administrator may select a neutral hearing officer (subject to conflicts) to hear the emergency request only. The hearing officer should be experienced in considering requests for emergency injunctive and/or other equitable relief. The hearing officer shall conform his/her consideration and ruling with the applicable legal standards as if this matter were heard in a court of law in the applicable jurisdiction for such a dispute.
4. Severability. Should any portion of this Agreement be found unenforceable, such portion will be severed from this Agreement, and the remaining portions shall continue to be enforceable.
5. Effective Date. This Agreement is retroactively effective to the date that Employee's employment with MPS initially began. This Agreement to arbitrate shall survive the termination of Employee's employment.
6. Construction. This Agreement shall be construed and enforced pursuant to the FAA. The Arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. Any disputes regarding the enforceability or validity of this Agreement or any of its provisions shall be resolved as if the arbitrator or other decision-maker, if any, is acting as a federal district court judge applying the FAA and its precedent.

----- **(Employee's Initials Acknowledging the FAA)**

7. Consideration. For employees who are currently employed, MPS's offer to make Employee eligible for promotions, raises, bonuses, gifts and prizes in the future, and the promises by MPS and Employee to arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for each other to enter into this Agreement. For newly hired employees, MPS and Employee agree that in addition to the above consideration, MPS's offer of employment (at-will or otherwise) provides adequate consideration for each other to enter into this Agreement.
8. Signatures. A facsimile, scanned, copy, digital, or photographic signature shall have the same force and effect as an original signature.
9. Representation, Fees, and Costs. Each party may be represented by an attorney or other representative selected by the party. Each party shall be responsible for its own attorneys' or representatives' fees. However, if

any party prevails on a statutory claim that affords the prevailing party's attorneys' fees, or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing party subject to written evidence of such fees and applicable law. MPS shall be responsible for the arbitrator's fees and costs to the extent they exceed any fee or cost that Employee would be required to bear if the action were brought in court.

10. **Waiver of Jury Trial/Exclusive Remedy. EMPLOYEE AND EMPLOYER KNOWINGLY WAIVE ANY CONSTITUTIONAL RIGHT TO HAVE ANY DISPUTE BETWEEN THEM DECIDED BY A COURT OF LAW AND/OR BY A JURY IN COURT.**

----- (Employee's Initials Acknowledging Waiver of Jury Trial)

11. **Waiver of Representative/Class Action Proceedings. TO THE FULLEST EXTENT PERMITTED BY LAW, EMPLOYEE AND EMPLOYER KNOWINGLY AGREE TO BRING ANY CLAIMS GOVERNED BY THIS AGREEMENT IN HIS/HER/ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER OR REPRESENTATIVE IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. THEY FURTHER AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN ANY REPRESENTATIVE OR CLASS ACTION PROCEEDING RELATED TO ANY CLAIMS GOVERNED BY THIS AGREEMENT. EMPLOYER AND EMPLOYEE ALSO AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS ACTION PROCEEDING, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIVE ACTION UNDER CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTIONS 17200 *ET SEQ.* THIS SECTION DOES NOT APPLY TO ANY REPRESENTATIVE ACTIONS BROUGHT UNDER PAGA, AS ADDRESSED IN SECTION 1.3 ABOVE.**

----- (Employee's Initials Acknowledging Waiver of Representative/Class Action)

12. Sole and Entire Agreement. This Agreement expresses the entire Agreement of the parties and shall supersede any and all other agreements, oral or written, concerning arbitration. This Agreement is not, and shall not be construed to create, any contract of employment, express or implied.
13. Acknowledgment. Employee acknowledges that Employee has carefully read this Agreement, understands its terms, and agrees that all understandings and agreements between MPS and Employee relating to the subjects covered in the Agreement are contained in it. Employee has knowingly entered into the Agreement without reliance on any provisions or representations by MPS, other than those contained in this Agreement. Employee further acknowledges that Employee has been

given the opportunity to discuss this Agreement with Employee's private legal counsel and Employee has utilized that opportunity to the extent desired.

Date: _____

Employee's Signature

Employee's Printed Name

On behalf of Magnolia Public Schools

Date: _____

MPS's Signature

MPS Representative's Printed Name & Title