



# MAGNOLIA PUBLIC SCHOOLS

## Board Of Directors

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Board Agenda Item #	II D
Date:	July 21, 2016
To:	Magnolia Board of Directors
From:	Dr. Caprice Young, CEO and Superintendent
Staff Lead:	Terri F. Boatman, Chief Human Resources Officer
RE:	2016-17Employee Handbook

### Proposed Board Recommendation

I move that the board approve the 2016-2017 Employee Handbook.

### Background

Below is a summary of changes made to the 2016-2017 Employee Handbook. The draft was created and reviewed YMC and the suggested changes highlight changes to State and Federal Employee Law as well as changes that we had made through the course of the year.

As you review the red-line version, please note the following changes:

### **Summary of Changes:**

- Table of Contents: page numbers changed
- Section II, Section A: At-Will Employment.
  - Although we moved to fixed term agreements, this language was not modified as the language states that “Except if stated expressly otherwise by employment contract.” The terms are outlined in the contract.
- Section II, Section B: Equal Employment Opportunity Policy
  - Expanded to include a specific list of protected classes.
  - Extends the policy to employees and the hiring of new employees as it relates to training, transfer, promotion, compensation and benefits of existing employees.
  - Outlines the need to request a reasonable accommodation.
  - Eliminated the original language.
- Section II, C: Immigration Compliance
  - Specifies that Magnolia will not check the employment authorization status of employees or applicants who were not hired for a position.
  - Specifies that the school shall not discriminate against any individual because he or she holds a license per the State Vehicle Code which grants a license to



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individual who has not established their federally-authorized presence in the United States.

- Section II, H: Background Checks
  - Includes conditions that preclude someone from working at the school including a conviction of a controlled substance, sexual offense or serious violent felony and the need to report convictions.
- Section III: Workplace Policies
  - Combined Sections A-D
  - Section C covers Drug Free Workplace which specifically discusses drinking while on the job.
  - Section O: Added language that stipulates credible complaints of a substantiated investigation into or discipline for misconduct will not be expunged from the file without being heard by an arbitrator, judge, etc.
- Section IV, Section E: Work Breaks
  - States employees are expected to observe assigned working hours and the time allowed for meal and rest periods. Employees may not leave the premise during the rest periods but may leave the premises during the meal period.
- Section IV, Section L: Time/Cards/Records
  - States law that we are to keep time records, and the need for non-exempt employees to clock in and out for their shifts and meal periods. Also, that employees must certify their hours.
- Section V: Standards of Conduct
  - Section A: Dress Code revised and more specific.
  - Section B: Prohibited conduct added language around insubordination, inefficiency and damage. Removed unreported absences.
  - Section F: Child Neglect and Abuse language removed as it is already covered.
- Section VI : Employee Benefits
  - Section A, 1: Legal Holiday Dates Changed
  - Section 2: School Breaks updated with the dates
  - Section 3: Floating Holiday's added as approved by the Board in November 2015.
  - Section 4: Vacation states that time may not be utilized before it is earned, and that it is not retroactive if the accrual cap is applied.
  - Section 5, D: Leaves
    - 5: Changed language in regard to Funeral and Bereavement Leave eligibility
    - 6: Discusses reinstatement for those returning from military leave except for those in the National Guard who must reapply within 40 days of being released from duty. Employees must also receive service credits.



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- Section 5, D
  - 10: Expands definition of who is a guardian and their ability to request time off to attend Child's school activities.
- Appendix A: Harassment/Discrimination/Retaliation Complaint Form has been amended and revised.
- Provides forms for employees to register to vote voluntary.

## Budget Implications

The Board previously approved the addition of two floating holidays at the October 2015 Board Meeting. The additional costs to budget are associated with the use of substitute teachers should all teachers take the additional days. This benefit will not be bought out, nor will it carry over from year to year.

## Attachments;

2016-17 Employee Handbook

Name of Staff Originator:

Terri F. Boatman, Chief Human Resources Officer

Magnolia Public Schools

# Employee Handbook 2016-2017

Magnolia Public Schools  
250 East 1<sup>st</sup> Street  
Los Angeles, CA 90007  
213-628-3666

[www.magnoliapublicschools.org](http://www.magnoliapublicschools.org)

# Magnolia Public Schools

## **The Vision**

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

## **The Mission**

Magnolia Public Schools provides a college preparatory educational program emphasizing science, technology, engineering, and math (STEM) in a safe environment that cultivates respect for self and others.

## **Core Values**

Magnolia Public Schools has identified the following core values which are reinforced through its "Get Ready for Life (GRFL)" curriculum, expected school wide learning results (ESLR), and all school activities.

### **Value: Scholarship**

Success and Self Discipline

### **Value: Social Responsibility**

Respect and Responsible Choices

### **Value: Critical Thinking**

Citizenship and Personal Qualities

### **Value: Effective Communication**

Conflict Resolution and Human Relations

## **Locations**

Magnolia Science Academy-1	18238 Sherman Way, Reseda, CA 91335	(818) 609-0507
Magnolia Science Academy-2	17125 Victory Blvd., Van Nuys, CA 91406	(818) 758-0300
Magnolia Science Academy-3	1254 East Helmick St., Carson, CA 90746	(310) 637-3806
Magnolia Science Academy-4	11330 W Graham Place, Los Angeles, CA 90064	(310) 473-2464
Magnolia Science Academy-5	18230 Kittridge St., Reseda, CA 91335	(818) 705-5676
Magnolia Science Academy-6	3754 Dunn Dr., Los Angeles, CA 90034	(310) 842-8555
Magnolia Science Academy-7	18355 Roscoe Blvd., Northridge, CA 91325	(818) 221-5328
Magnolia Science Academy-8 (Bell)	6411 Orchard Ave, Bell, CA 90201	(323) 826-3925
Magnolia Science Academy-San Diego	6365 Lake Atlin Ave., San Diego, CA 92119	(619) 644-1300
Magnolia Science Academy-Santa Ana	102 Baker St. E, Costa Mesa, CA 92626	(714) 557-7002

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## I. 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 you have any questions about the policies outlined in this Handbook, or if you have any other personnel related questions, whether related to policies specifically addressed in this Handbook, please consult **MPS Home Office ("MERF") Human Resources**.

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 work place 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.

Once you have reviewed this Handbook, please sign the two (2) employee acknowledgement forms at the end of this Handbook, keep one for your files and provide the other to **your supervisor**. This signed acknowledgement demonstrates to the School that you have read,

understand and agree to comply with the policies outlined in the Handbook.

## II. Hiring Policies and Procedures Conditions of Employment

### A. At-Will Employment ~~Fixed-Term Contracts~~

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 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

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Comment [p1]: This provision covers MPS's new policy regarding fixed term employment agreements for teachers.

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

**B. 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;
- Color;
- Gender (including gender identity and gender expression);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- 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);
- 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”);
- 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 employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees.

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. MPS then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. 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. 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, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, military and veteran status, or any other consideration made unlawful by federal, state, or local laws. This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known

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~~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. MPS then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. 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.~~

### **C. 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.~~

~~If you have any questions or need more information on immigration compliance issues, please contact the Principal. 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.~~

~~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.~~

~~If you have any questions or need more information on immigration compliance issues, please contact the Principal.~~

### **D. Employee Classifications**

The School's employees are classified in the following categories: Exempt, non-exempt, and full-time, part-time or temporary.

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

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

**Full-Time:** Full-time employees are those employees who are scheduled to work at least forty (40) hours in a week. The sole exception to this definition is that for purposes of benefits eligibility, applicable law defines full-time

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employees as those working at least thirty (30) hours per week.

**Part-Time:** Part-time employees are those employees who are scheduled to work less than ~~forty (40) hours per week~~ ~~twenty nine hours in a week~~.

**Temporary:** Temporary employees are those employees who are hired for a limited time period, or for a specific project, and usually are not employed more than twelve (12) months.

Part-time and temporary employees are not entitled to 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.

Full-time teaching staff, school administrators, MERF executives, and all other employees who qualify as “exempt” under the law will be considered exempt for purposes of overtime calculations. If you have any questions about your classification, please consult with **MERF Human Resources**.

#### **E. 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 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 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.

#### **F. Certification and Licensure of Instructional Staff**

Each of the School’s core academic teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold and may be required to meet certain federal requirements related to subject-matter expertise in order to meet federal requirements for “highly qualified teachers.” Paraprofessional staff may also be required to document that they meet federal requirements for paraprofessional staff. It is the responsibility and a condition of continued employment of all instructional staff, including teachers and paraprofessionals to provide, maintain and keep current such certificates, permits or other documentation to ~~the~~ **his or her direct supervisor** no later than the close of business on the first day the employee reports for duty. If an instructional staff employee believes that he or she is assigned to teach in a subject in which he or she does not have subject matter competence, the employee should immediately report the same to **his or her direct supervisor**. Staff who are required to meet these 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,

**Comment [p2]:** Given the definition of full-time, this doesn’t make sense. Part-time should be any individual working less than forty (40) hours.

up to and including release from at-will employment.

**G. Tuberculosis Testing**

All employees of the School, except for employees transferring from other schools, must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If 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 consist 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.

Food handlers will 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.

Employees transferring from other public or private schools within the State of California must either provide proof of an examination within the previous sixty (60) days or a certification showing that he or she was examined within the past four years and was found to be free of communicable tuberculosis. It is also acceptable practice for the employee's previous school employer to verify that it has a certificate on file that contains the showing that the employee was examined within the past four years and was found to be free of communicable tuberculosis.

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

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

Compliance with the MPS tuberculosis testing policy is a condition of initial and continuing employment. Failure to comply with this policy may result in disciplinary action, up to and including release from at-will employment.

**H. 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 that the safety and the well-being of students takes precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be convicted of a controlled substance or sex offense, or serious or violent felony, the employee must immediately report such a conviction to the Principal. As a condition of employment, the School requires all applicants for employment to submit two (2) sets of fingerprints to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and Federal Bureau of Investigation. The School will not employ a person who has been convicted of a controlled substance or sex offense, or a violent or serious felony, or a person who would otherwise be prohibited from employment by a public school district because of his or her conviction for any crime, unless an applicable exception applies. The School will

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not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. The School shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification.

### **I. Policy Prohibiting Unlawful Harassment**

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; color; gender (including gender identity and gender expression); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); 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); 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, or discriminated or retaliated against, based upon the characteristics noted above.

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 report any complaints of unlawful harassment to the Principal or designee.

When MPS receives allegations of unlawful harassment, discrimination, or retaliation, the

Board (if a complaint is about the Principal) or the Principal or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches 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; (3) that conduct interferes with an

individual's work performance or creates an intimidating, hostile or offensive working environment.

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

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

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Principal. See **Appendix A**

for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or 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;
- Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

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

#### **J. Staff/Student Interaction Policy**

MPS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest 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):

- Stopping 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 you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

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

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

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of

acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

#### Duty to Report Suspected Misconduct

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or report the matter to school administrators. If the observed behavior appears to be a violation of this policy, it is the duty of every staff member to immediately report it to an 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.

#### 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.

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.

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;
- E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology);
- 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 conflict arises with the student;
- Informing the Executive Director about situations that have the potential to become more severe;
- Making detailed notes about an incident that could evolve into a more serious situation later;
- Recognizing the responsibility to stop unacceptable behavior of students 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;
- Asking yourself if your actions are worth your job and career.

### **K. Child Neglect and Abuse Reporting**

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to Child Protective Services. Child abuse is broadly defined as “a physical injury that is inflicted by other than accidental means on a child by another person.” School employees are required to report instances of child abuse when the employee has a “reasonable suspicion” that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect.

Child abuse should be reported immediately by phone to Child Protective Services. The phone call is to be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child’s parents.

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.

MPS will provide annual training on the mandated reporting requirements, using the

online training module provided by the State Department of Social Services, 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 that imprisonment and fine.

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 that employee’s employment.

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### III. General Workplace Policies

#### A. Policy Prohibiting Unlawful Harassment

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

#### Prohibited Unlawful Harassment:

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

#### Prohibited Unlawful Sexual Harassment:

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

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

~~Sexual harassment consist of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by~~

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sexual desire, when: (1) submission of the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

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

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. Such training will include the prevention of abusive conduct in the workplace that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests, including but 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. Other staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

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

encouraged to immediately report such harassment to **the Principal (or MERF Human Resources for MERF employees)**. See Appendix A for the "Harassment Complaint Form." See Appendix B for the general "Complaint Form."

Sexual harassment may include, but is not limited to:

### ➤ **Physical assaults of a sexual nature, such as:**

- Rape, sexual battery, molestation or attempts to commit these assaults and
- Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.

### ➤ **Unwanted sexual advances, propositions or other sexual comments, such as:**

- Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.

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➤ **Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:**

- ~~Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work.~~
- ~~Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and~~
- ~~Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).~~

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

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

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

**B. Staff/Student Interaction Policy**

~~MPS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest 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):**

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- ~~Stopping 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 you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"~~

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

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

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

#### Duty to Report Suspected Misconduct

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or report the matter to school administrators. If the observed behavior appears significant, it is the duty of every staff member to immediately report it to an administrator. All reports shall be confidential. If the observed behavior appears to be a violation of this policy, it is the duty of every staff member to immediately report it to an 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.

#### 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.~~

#### 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;~~

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➤ ~~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;~~
- ~~➤ E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes~~

~~(Communication should be limited to school technology);~~

~~➤ 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 conflict arises with the student;~~

~~➤ Informing the Executive Director about situations that have the potential to become more severe;~~

~~➤ Making detailed notes about an incident that could evolve into a more serious situation later;~~

~~➤ Recognizing the responsibility to stop unacceptable behavior of students 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;~~

~~➤ Asking yourself if your actions are worth your job and career.~~

### 6.A. 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. You should report

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any act or threat of violence immediately to **the Principal (or MERF Human Resources)**.

#### **D-B. 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 your questions, suggestions or complaints relating to your job, conditions of employment, the School or the treatment you are receiving. Other than in situations involving harassment (as outlined and described above), please contact **the Principal (or MERF Human Resources for MERF employees)** with your questions or concerns. If the situation is not resolved to your satisfaction, please contact **MERF Human Resources**, preferably in writing, who will further investigate the issue.

#### **E-C. Drug-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, customer confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to workers and to other MPS stakeholders.

The bringing to the work place, 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. It is the School's policy to maintain a drug and alcohol free workplace. No employee may use, possess, offer for sale or be under the influence of any illegal drugs or alcohol during working hours, including lunch and break periods, in the presence of pupils or on School property at any time.

~~Engaging in any of the activities above shall be considered a violation of School policy and the violator will be subject to discipline, up to and including termination. The School complies with all federal and state laws and regulations regarding drug use while on the job.~~

#### **F-D. Smoking**

All School buildings and facilities are non-smoking facilities.

#### **G-E. 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.

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

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.

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#### **H-F. Security Protocols**

MPS has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to **the Principal (or MERF Human Resources for MERF employees)**. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work

area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify **the Principal (or MERF Human Resources for MERF employees)** when keys are missing or if security access codes or passes have been breached.

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

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. MPS' 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.

#### **J.H. Accident/Incident Reporting**

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

#### **K.I. 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.

#### **L.J. Company-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. In accordance with these policies, 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. School property includes all desks, storage areas, work stations, lockers, file cabinets, computers, telephone systems, email systems and other storage devices.

The School also reserves the right to inspect any vehicle, its trunk, glove compartment or any container therein that is parked on the School property or premises. The School reserves the right to deny entry to any person who refuses 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.

#### **M.K. 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 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.

**N.L. Use of Company-School  
Communication Equipment and  
Technology**

All School owned communications equipment and technology, including computers, electronic mail systems, 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 non-business 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.

Additionally, the School uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by minors, images harmful to minors. These measures may include, but are not limited to, 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 and using a spam filter.

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 to **the I.T. Manager** 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 visual images that are obscene, child pornography and/or images harmful to minors.

The e-mail system and internet access is 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 may not be displayed or transmitted. The e-mail system and internet access is 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.

#### **Q.M. Social Media**

If an employee decides to keep a personal blog 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;
- 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 blog violates this or other School policies.

#### **P.N. Participation in Recreational or Social Activities**

Employees may participate in activities sponsored by or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these activities.

#### **Q.O. Personnel Files and Record Keeping Protocols**

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

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. You also have the right to obtain a copy of your personnel file as provided by law. You may add your comments to any disputed item in the file. MPS will restrict disclosure of your personnel file to authorized individuals within the School. A request for information contained in the personnel file must be directed to **the Principal (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

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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.

#### **R-P. 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 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 be acknowledged.

#### **S-Q. Media Contacts**

All media inquiries regarding the School and its operations must be referred to the CEO. Only the CEO is authorized to make or approve public statements pertaining to the School or its operations. No employee, unless specifically designated by the CEO, 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 CEO before publication.

#### **T-R. 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. 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.

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**IV. Hours of Work, Overtime and Attendance**

**A. Work Hours and Schedules**

The School’s normal working hours are from **7:30 a.m. to 4:00 p.m.\***, Monday through Friday. The work schedule for full-time non-exempt employees is normally forty (40) hours per week. Your supervisor will assign your work schedule. Typical working hours for full-time employees are as follows.\*

<b>Regular working hours</b>	
<i>School Level:</i> <i>Full-time office staff</i>	7:30 a.m. – 4:00 p.m. (Included: meal break for thirty (30) minutes and two ten-minute breaks)
<i>School Level:</i> <i>All other full-time employees</i>	7:45 a.m. – 4:00 p.m. (Included: meal break for thirty (30) minutes and two ten-minute breaks)
<i>CMO Level:</i> <i>All full-time MERF employees</i>	8:30 a.m. – 5:00 p.m. (Included: meal break for thirty (30) minutes and two ten-minute breaks)
<b>Summer working hours</b>	
between the school year end date and the new school year in-service start date	
<i>School Level:</i> <i>All full-time employees</i>	9:00 a.m. – 2:00 p.m. (Included: two ten-minute breaks)
<i>CMO Level:</i> <i>All full-time MERF employees</i>	9:00 a.m. – 3:00 p.m. (Included: meal break for thirty (30) minutes and two ten-minute breaks)

\* The exact working hours will be indicated in each individual’s employment agreement and may vary from one School site to another.

Employees may be required to work beyond the regularly scheduled workday or workweek as necessary:

- Employees may have to work hours beyond their normal schedules as work demands require.
- Employees are expected to attend weekly staff meetings and other mandatory training and meetings. Please see section L for additional information on “Mandatory Training and Meetings.”
- Full-time teaching staff may be required to supplement regular curricular activities through after school programs, including tutoring and clubs. Each full-time teaching staff 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 normal school day.
- Employees are expected to perform other duties as requested by their **direct supervisor**.

**B. Overtime**

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee’s job description. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as



necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees. MPS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by **the Principal (or MERF Human Resources for MERF employees.)** MPS provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

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

#### **C. Make Up Time**

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

#### **D. Wage Attachments and Garnishments**

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

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, **the Principal (or MERF Human Resources for MERF employees)** will discuss the situation with the employee.

#### **E. Work Breaks**

School employees are allowed one (1) **thirty (30)-minute** unpaid meal break each work day where the employee works more than five (5) hours in a day. Employees are not allowed to work more than five (5) hours without taking a meal break, unless the employee does not work more than six (6) hours in a day and the employee voluntarily waives the meal break in writing.

Employees must take two (2) ten (10)-minute paid break periods for each full workday, as close as practicable to the mid-point of any continuous four (4) hour work period. Employees should contact **the Principal (or MERF Human Resources for MERF employees)** to schedule their meal and break periods.

Employees are expected to observe assigned working hours and the time allowed for meal and rest periods. Employees may not leave the premises during rest periods but may leave the premises during the meal period.

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## **F. 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 a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. 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.

## **F-G. Pay Days**

For **all employees**, payday is scheduled on the 15th and the last day of the month. For full-time employees, the School pays in twelve (12) equal monthly payments. Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the next day of work after the day(s) off.

You should promptly notify **the Principal (or MERF Human Resources for MERF employees)** if you have a question regarding the calculations of your paycheck; any corrections will be noted and will appear on the following payroll.

## **G-H. Payroll Withholdings**

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

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.

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask the **MERF Human Resources** to explain them to you.

You may change the number of withholding allowances you wish to claim 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)**. The School's business office maintains a supply of these forms.

All Federal, State and Social Security taxes will be automatically deducted from paychecks. The Federal Withholding Tax deduction is determined by the employee's W-4 form, which should be completed upon hire. It is the employee's responsibility to report any changes in filing status to **the Principal (or MERF Human Resources for MERF employees)**. It is also the employee's responsibility to fill out a new W-4 form if his/her filing status changes.

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.

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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.

#### H-I. 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.

#### I-J. Pay Rate Schedule

Pay is primarily determined by the work classification, employee qualifications, years of service, and individual performance. The School uses a Board approved employee pay raise scale to determine salaries for **full-time employees**. Please refer to the scale for details.

Full-time teaching staff will be compensated for covering absent colleagues at the rate of \$25 per regular course period and \$15 per half-course period, e.g., SSR or Advisory, unless indicated differently on the individual's employment agreement.

#### J-K. Attendance Policy

Employees are expected to adhere to regular attendance and to be punctual. If you find it necessary to be absent or late, you are expected to arrange it in advance with **your direct supervisor**. If it is not possible to arrange your absence or tardiness in advance, you must notify **your direct supervisor** no later than one-half hour before the start of your workday. If you are

a teacher, you are also responsible to have a substitute folder for use when you are absent from school. If you are absent from work longer than one day, you are expected to keep **your direct supervisor** sufficiently informed of your situation.

Excessive absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination. An absence or tardiness without notification to **your direct supervisor** will lead to disciplinary action, up to and including termination.

If you fail to come to work for three (3) consecutive work days without authorization, the School will presume that you have voluntarily terminated your position with the School at the close of business of the third missed day.

#### K-L. Time/Cards-Records

By law, MPS is obligated to keep accurate records of the time worked by non-exempt 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 to make the correction and such correction must be initialed by both the employee and the Principal.

~~No one may record hours worked on another's worksheet. Any employee who tampers with his/her own time card, or another employee's time card, may be subjected to disciplinary action, up to and including release from at-will employment with the School. Time records must be accurately kept reflecting all regular hours and overtime hours worked and meal periods taken by non-exempt employees. Time records must be signed by employees, verifying and attesting to the truth of the information contained therein. All absences, tardies and overtime must be accurately reflected on the time record.~~

#### **L.M. Mandatory Training and Meetings**

Employees may be required to attend trainings, lectures and meetings outside of regular working hours. All teaching staff and school administrators are required to attend summer inservices, 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 mandatory trainings, lectures and meetings will be identified as such. The School will not pay non-exempt employees for attendance at voluntary trainings. If you are unsure about the characterization of an offered training, lecture or meeting, please contact **your 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.

V. **Standards of Conduct**

A. **Personal Appearance/Standards of Dress**

~~Employees are expected to wear clothes that are neat, clean and professional while on duty. Employees are expected to appear well groomed and appear within professionally accepted standards suitable for the employee's position, and must at all times wear shoes. Your **direct supervisor** will inform you of any specific dress requirements for your position. Employees may not display tattoos on their bodies. 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.~~

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 (Cal. Ed.

Code § 35183.5). All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Principal.

- 3) Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are not permitted. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
- 4) Skirts and dresses should be no higher than three (3) inches above the knee.
- 5) All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- 6) For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- 7) Clothing or jewelry with logos that depict and/or promote gangs (as defined in Cal. Ed. Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- 8) Appropriate shoes must be worn at all times.
- 9) Employees may not display tattoos on their bodies. 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.

Your **direct supervisor** will inform you of any specific dress requirements for your position.

B. **Prohibited Conduct**

The School expects that all employees will conduct themselves in a professional and

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courteous manner while on duty. Employees engaging in misconduct will be subject to disciplinary action up to and including termination of 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 you with 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.

- Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority;
- Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities;:
- Unacceptable job performance;
- Release of confidential information without authorization;
- Unexcused/unreported absence and/or lack of punctuality;
- Abuse of sick leave;
- ~~Unreported absence of any three consecutively scheduled workdays;~~
- Working unauthorized overtime or refusing to work assigned overtime;
- Misuse of School property or funds;
- Unauthorized 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 keep a required license, certification or permit current and in good standing;
- Horseplay;
- Sleeping or malingering on the job;
- Refusal to speak to supervisor or other employees;
- Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls;
- Posting any notices on School premises without prior written approval of management unless posting is on a School bulletin board designated for employee postings;
- 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, abuse or threatening language in conversations with other employees and/or intimidating or interfering with other employees;
- Possession of or reporting to work while under the influence of alcohol or illegal drugs and controlled substances;
- 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;
- ~~Violations of the sexual harassment policy;~~
- Theft or embezzlement;
- Willful destruction of property;
- Conviction of a felony or conviction of a misdemeanor making the employee unfit for the position;
- Possession of firearms, or any other dangerous weapon, while acting within the course of School of your employment with the School;
- ~~Violation of the Aets of discrimination, or illegal harassment or retaliation policy based on gender, ethnicity or any other basis protected by state or federal law;~~
- 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;
- Violations of federal, state or local laws affecting the organization or your employment with the organization; and
- Failure to possess or maintain the credential/certificate required of the position.

### C. Off-Duty Conduct

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

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

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School;
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School;
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School;

- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and;
- Additional employment that directly or indirectly competes with the business or the interests of our School.

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

**D. Confidential Information**

All information relating to students, including schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files.

**E. Conflict of Interest**

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

actual conflict of interest shall constitute grounds for disciplinary action.

**F. Child Neglect and Abuse Reporting**

~~Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to Child Protective Services. Child abuse is broadly defined as "a physical injury that is inflicted by other than accidental means on a child by another person." School employees are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect.~~

~~Child abuse should be reported immediately by phone to Child Protective Services. The phone call is to be followed by a written report prepared by the employee within thirty six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents.~~

~~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.~~

~~MPS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, 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 that imprisonment and fine.~~

~~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 that employee's employment.~~

**G.F. 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, CTEL, CLAD, CPACE, etc.) and other approved School business and profession related expenses. Credential fees, university entrance exam fees, US Constitution exam fees, and fees for basic skills tests such as CBEST, RICA, etc., 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 School's policy regarding expenditures, a copy of which may be obtained from the **Principal (or MERF Human Resources for MERF employees)**. In general, all expenses must have been previously approved **in CoolSIS by the Principal (or the CEO (or designee) for MERF employees)**. All reimbursement forms must be complete and submitted **in CoolSIS**.

**VI. Employee Benefits**

**A. Holidays and Vacation**

**1. Legal Holidays**

All **full-time** employees will receive the following paid legal holidays in 2015-16:

<u>Legal Holidays</u>	<u>Dates</u>
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Labor Day	September 7, 2016
Veterans Day	November 11, 2016
Thanksgiving Day*	November 26, 2015
Christmas Day**	December 25, 2015
New Year's Day**	January 1, 2016
M. L. King Day	January 18, 2016
Presidents' Day	February 15, 2016
Cesar Chavez Day	March 31, 2016
Memorial Day	May 30, 2016
Independence Day	July 4, 2017

\* Falls during Thanksgiving Break

\*\* Falls during Winter Break

**2. School Breaks**

All **full-time** employees will receive the following paid school breaks in 2015-16:

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

Typically, **full-time teaching staff** will have five (5) days of Thanksgiving break, fifteen (15) days of winter break, and five (5) days of spring break. **School administrators, school classified employees, and MERF employees** will have three (3) days of Thanksgiving break, three (3) days of spring break, and eleven (11) days of winter break.

Full-time **education specialists** and **college advisors** at the school sites will be treated as teaching staff for the purpose of holidays and

vacation. If you have any questions about your classification, please consult with **MERF Human Resources**.

<u>School Breaks</u>	<u>Dates</u>
<b>Full-time teaching staff:</b>	
Thanksgiving Break	November 23-27, 2015
Winter Break	December 18, 2015 – January 08, 2016
Spring Break	March 21, 2015 – March 25, 2015
<b>School administrators, school classified employees, and MERF employees:</b>	
Thanksgiving Break	November 25-27, 2014
Winter Break	December 23, 2015 – January 08, 2016
Spring Break	March 23-25, 2015

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 full-time teaching staff will take the whole break off in the school calendar while the school administrators and school classified employees will have two (2) days less off.

Summer working hours apply on the days of school breaks that full-time teaching staff takes off and school administrators, school classified employees, and MERF employees work.

**3. Floating Holidays**

All MPS Employees are eligible to receive two (2) floating holidays each school year for the 2016 2017 Year. These days do not roll over to the next school and are not bought/cannot be cashed out.

**4. Vacation**

The School provides vacation benefits to eligible employees to enable them to take paid time off for rest and recreation. 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** employees\*\*\* accrue vacation from the date of hire at the following accrual rates:

<u>Type of Staff</u>	<u>Vacation Accrual</u>
School administrators	2 days for each full month worked up to a maximum of 20 days per year
School classified employees	1½ days for each full month worked up to a maximum of 15 days per year
MERF employees	2 days for each full month worked up to a maximum of 20 days per year

Vacation time may not be utilized before it is earned. Vacation accruals may not exceed an employee’s current annual entitlement, plus ten (10) two (2) days. Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has taken vacation and his or her accrued hours have dropped below the maximum. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

**Comment [p4]:** Vacation caps are lawful so long as they are reasonable. A reasonable cap is 1.5 to 2 times the maximum. In this instance the reasonable would be 23 - 30 days for classified and 30 – 40 days for MERF and administrators.

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

On termination of employment, the 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.

Typically, employees are expected to use all their accrued vacation during the summer between the school year end date and the new school year in-service start date, unless otherwise agreed to by the employee and his or her direct supervisor. However, the School may attempt to have some of its employees stagger vacations in an effort to avoid affecting services. Therefore, all vacations must be approved in advance by **your direct supervisor**, who will make every effort to accommodate each employee. 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.

\*\*\* **Teaching staff** does not accrue vacation. Full-time teaching staff works on a 10-month work schedule, i.e., August through May, or on an 11-month work schedule, i.e., August through June if the last day of school falls in June, and receives pay over a 12-month pay period, i.e., August through July.

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.

## **B. 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. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health

condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all MPS employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. All full-time and part-time employees accrue sick leave from the date of hire at the rate of one (1) day for each full month worked up to a maximum of ten (10) days per year. All eligible employees shall be credited with twenty-four (24) hours of sick leave at the beginning of each year, subject to the restrictions below, with any remaining sick leave to accrue throughout the remainder of the year.

Employees cannot use paid sick leave until the ninetieth (90<sup>th</sup>) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours.

Sick leave is intended to be used only when actually required to recover from illness or injury; sick leave is not for "personal" absences. MPS will not tolerate abuse or misuse of your sick leave privilege. If you are absent longer than three (3) days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the School will be required before the School honors any sick pay requests. MPS may withhold sick pay if it suspects that sick leave has been misused.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave, 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. Employee requests for unpaid medical leave must be approved in advance by the School.

Unused sick leave does not carry over from school year to school year. The School may buy

**Comment [p5]:** The law doesn't explicitly allow employers to condition use of sick leave on the ability to produce a verification. The School can leave this language in but just know that it may be interfering with the employee's ability to use their paid sick leave and may result in claims of discrimination.

back all unused sick leave days at the rate of \$125 per day by the end of July.

#### Personal Necessity Leave:

An employee may elect to use up to five (5) days of accumulated sick leave in any school year for purposes of 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.

### **C. Insurance Benefits**

#### **1. 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 **100** percent of the premium for employees and **100** percent of the premium to enroll dependents in the same program. The employee's portion of monthly premiums will be

deducted from the employee's paycheck. The School may reimburse the employee at the rate of \$150 per month if he or she declines health insurance benefits in writing by no later than September of each year.

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.

#### When Coverage Starts

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

**Comment [p6]:** Please ensure that this accurately reflects MPS's policy

#### **2. 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 ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the **MERF Human Resources**.

#### **3. Family Leave Insurance**

Employees covered by the California Disability Insurance program are also covered by the California Paid Family Leave Insurance program. Eligible employees are entitled to receive up to six (6) weeks of wage replacement

benefits when they suffer a wage loss for taking time off to care for a seriously ill child, spouse, parent or domestic partner or to bond with a new child within one year of birth or placement of the child in connection with foster care or adoption. Specific rules and regulations relating the Family Leave Insurance are available from the **MERF Human Resources**.

#### **4. 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.

#### **5. COBRA Benefits**

##### Continuation of Medical and/or Dental Benefits:

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

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

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

This eighteen (18)-month period may be extended an additional eleven (11) months ~~in cases of disability subject to certain requirements, if you are disabled at the time of~~

~~your termination or reduction in hours if you meet certain requirements.~~ This eighteen (18)-month period also may be extended if other events (such as a divorce or death) occur during the eighteen (18)-month period.

Your spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

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

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

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

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

**D. Leaves of Absence**

~~Under certain circumstances, the School may grant leaves of absence to employees. Employees must submit requests for leaves of absence in writing to MERF Human Resources as far in advance as is practicable. While on leave, employees should occasionally keep in contact with his or her direct supervisor and must notify MERF Human Resources if the date to return to work changes. If an employee's leave expires and fails to return to work without contacting his or her direct supervisor, it will be presumed that the employee abandoned his/her position with the School and employment may be terminated. If an employee is unable or unwilling to return to work at the expiration of his/her leave of absence, his/her employment may be terminated.~~

**D. This Handbook summarizes leave that may be available to**

~~employees. Most leave policies have differing requirements for eligibility, duration, benefits, etc. Therefore, employees should contact MERF Human Resources to request specific information relating to a particular leave policy.~~

~~While out on a leave of absence, employees may not accept employment with another company or person unless agreed to in advance in writing by MERF Human Resources. Acceptance of employment in violation of this policy will be considered an abandonment of the employee's position with the School, and employment may be terminated. Employees shall not apply for unemployment compensation insurance while out on leave.~~

**1. 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 leave in any twelve (12) -month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

Employee Eligibility Criteria:

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

Events that may Entitle an Employee to FMLA Leave:

The twelve (12) -week (or twenty-six (26) workweeks where indicated) FMLA allowance

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**Comment [p7]:** I deleted this because there is another provision which is very similar entitled "Unpaid Leave of Absence."

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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 are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose;
- 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. 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 spouse of the employee that involves either inpatient care or (2) continuing treatment, including, but not limited to, treatment for substance abuse.
  - b. “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 him/her 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.

- c. “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.
  - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
- To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, 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 FMLA leave in a single twelve (12) - month period to provide said care;
  - For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces;

Amount of FMLA Leave Which May Be Taken:

- FMLA 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 leave that may be taken, an

employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall 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 leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
- If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily 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 leave entitlement. Similarly, if an employee uses FMLA 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 CFRA entitlement unless the employee was otherwise scheduled and expected to work during the holiday

#### Pay during FMLA Leave:

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

#### Health Benefits:

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

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 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 he/she works less



than thirty (30) days after returning from FMLA 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 leave, or other circumstances beyond the control of the employee.

#### Seniority:

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced. An employee who was absent from work while fulfilling his or her 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 leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. 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 or~~ clarify information in a deficient certification if the employee is unable to cure the deficiency.

- 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 Leave:

- An employee should request FMLA 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 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 his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
- 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 leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
- If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
- 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 leave request no later than five (5) days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

#### Return to Work:

- Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
- When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
- Before an employee will be permitted to return from FMLA leave taken because of his/-her own serious health condition, the employee must obtain a certification from his/-her health care provider that he/she is 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.

#### Limitations on Reinstatement

- MPS may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees within seventy-

five (75) miles of the employee's worksite.

- A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

#### Employment during Leave:

No employee, including employees on FMLA 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.

## **2. Pregnancy Disability Leave**

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

#### Employee Eligibility Criteria:

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

#### Events That May Entitle an Employee to Pregnancy Disability Leave:

The four (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.

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

#### Pay During Pregnancy Disability Leave:

- An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
- 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 (or 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 or as soon of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
- 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.
- In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as

pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

#### Return to Work:

- 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 three (3) 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.

### **3. Medical Leave of Absence**

At the discretion of **MERF Human Resources**, an unpaid medical leave of absence may be granted up to **sixty (60) working days** to employees who are not eligible for other leaves. Ask **MERF Human Resources** for information on medical leaves of absence, and any implications unpaid medical leave may have on

your eligibility for employee benefits, including medical benefit plan coverage.

### **4. 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.

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

### **5. Funeral/Bereavement Leave**

Employees will be allowed up to **five (5)** consecutive working days off 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, son/daughter, sister/brother, parents-in-law, grandparents, grandchild, sister/brother-in-law, son/daughter-in-law, or domestic partner. ~~includes a current spouse, parent, legal guardian, sibling, child, current parent, sister, or brother in law, grandparent, grand child, or domestic partner.~~

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

**6. 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 Re-Employment Rights Act of 1994 (“USERRA”). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

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

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

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 spousal leave within two (2) business days of receiving official notice that the employee’s military spouse will be on leave from deployment, and (2) documentation certifying that the employee’s military spouse will be on leave from deployment during the time that the employee requests leave.

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

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training, full-time National Guard duty and for examinations to determine fitness for any such duty. Total military leave time taken may not exceed five years during employment, except in special circumstances.

Advance notice of leave is required. Please inform **the 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 your 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 you. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

Employees may be eligible for as many as ten (10) unpaid days off when their spouse is on leave from military deployment during a period of military conflict. A qualified employee is one who works more than twenty (20) hours per week and whose spouse is a member of the Armed Forces, National Guard or Reserves who has been deployed during a period of military conflict. In order to qualify for the leave, the employee must notify the ~~Company~~ School within two (2) days of receiving official notice that his or her spouse will be on leave from deployment and must provide written documentation certifying that the spouse will be on leave from deployment.

**7. Drug and Alcohol Rehabilitation Leave**

The School will reasonably accommodate an employee who voluntarily enters and participates in an alcohol or drug rehabilitation program, including potentially providing unpaid leave to participate in the program. The School will not pay for the costs incurred in attending a rehabilitation program. An employee who wishes to identify him or herself as an individual in need of the assistance of an alcohol or drug rehabilitation program may contact **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.

**8. 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.

**9. Time Off to Attend Child's School Discipline**

Any employee who is a parent or legal guardian of a child that has received written notice from the child's school requesting his or her attendance at a disciplinary conference is entitled to take unpaid leave to attend the conference. Please contact **the Principal (or MERF Human Resources for MERF employees)** to determine



eligibility and scheduling before taking any leave to attend a disciplinary conference.

**10. Time Off to Attend Child’s School Activities**

Employees that are parents, guardians, (including a stepparent, foster parent, or grandparents 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.

~~with custody of a child in kindergarten, grades 1-12 or with a child in a licensed day care facility, may wish to take time off to visit the school of your child for a school activity. Employees may take off up to eight (8) hours each calendar month (up to a maximum of forty (40) hours each school year), provided the employee gives reasonable notice to the Company of the planned absence. The School requires documentation from the school noting the date and time of your visit.~~

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

**11. Time Off to Serve as Election Official**

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

**12. 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. Please notify **the Principal (or MERF Human Resources for MERF employees)** of your commitment to serve on a jury or as a witness as far in advance as possible.

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**13. Time Off for Victims of Crime or Domestic Violence**

Employees who are victims of domestic violence or sexual assault will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advanced notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting crime victim/domestic violence leave. Please notify **MERF Human Resources** of your need to seek relief as far in advance as possible. If applicable, an employee may use accrued vacation leave for these purposes.

**14. Time Off for Victims of Crime**

An Employee who is a victim of certain crimes (violent felonies, felony thefts and serious felonies as defined by law) or is an immediate family member of a victim, is a registered domestic partner of a victim or the child of a registered domestic partner of a victim will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advanced notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The

School will take all reasonable steps to maintain the confidentiality of any employee requesting crime victim leave. Please notify **MERF Human Resources** of your need for time off as far in advance as possible. As applicable, an employee may use accrued vacation leave or sick leave for crime victim leave purposes.

**15. Time Off for Volunteer Firefighters**

Employees who perform emergency duties as volunteer firefighters, reserve peace officers or emergency rescue personnel will be given time off as necessary in accordance with the law. Employees are requested to alert **the 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.

**16. 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.

**17. Workers' Compensation Leave**

Employees that are temporarily totally disabled due to a work-related illness or injury will be

placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the business needs of the School. Workers' compensation leave will run concurrently with any other applicable medical leave of absence.

**18. Bone Marrow and Organ Donor Leave**

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

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

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

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

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

**19. Returning from Leave of Absence**

data and will comply with all policies and procedures for payroll reporting.

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 you need further information regarding Leaves of Absence, be sure to consult **MERF Human Resources**.

**E. Retirement**

All full-time certificated staff members who are eligible (administrators, counselors, special education program administrators, and teaching employees) will participate in the State Teachers' Retirement System (STRS). All full-time classified staff members who are eligible (office staff and instructional aides) will participate in the Public Employees Retirement System (PERS) or Social Security, as appropriate.

**MERF Human Resources and Payroll Specialist** are responsible for monitoring the appropriate administration of benefits. The School will make any contribution that is legally required of the employer, including STRS, PERS, social security, and unemployment insurance. All withholdings from employees and the School 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. The School will submit all retirement

## **VII. Employment Evaluation and Separation**

### **A. Employee Reviews and Evaluations**

Each employee will receive periodic performance reviews conducted by **his or her direct supervisor**. 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.

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

### **B. Discipline and Involuntary Termination**

Violation of the School's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions or termination. The School's disciplinary system is informal and

the School may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon the first offense.

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. With the exception of substitute employees and temporary employees, 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.

### **C. 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 will normally be scheduled on the last day of work with **your direct supervisor**. The purposes of the exit interview is to review eligibility for benefit conversion, to ensure that all necessary forms are completed, to collect any ~~company~~-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.

#### **D. Pay at Time of Separation**

Employees separated from employment will be paid for time worked (less deductions) 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 full-time employees at the rate of \$125 per day at the time of separation.

Pay for earned but unused vacation time will be provided to full-time employees at time of separation. Vacation pay is computed on the basis of accrued vacation days (see section titled "Vacation,") assuming twenty (20) working days per month. For example, if an employee has accrued fifteen (15) days of vacation at time of separation, he or she will receive an amount that equals to 15/20 (or 75%) of his or her regular monthly salary as vacation pay.

Full-time teaching staff does not accrue vacation; they work on a 10-month work schedule, i.e., August through May, or on an 11-month work schedule, i.e., August through June if the last day of school falls in June, and receive pay over a 12-month pay period, i.e., August through July.

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.

Full-time teaching staff who have been fully employed during a 10- or 11-month work

schedule will continue to receive their June and July salaries, also called summer holdback, at their regular monthly rate, making it a complete 12-month pay period.

For full-time teaching staff who have been employed less than the full 10- or 11-month work schedule, June and July salaries will be prorated based on the actual number of days and months fully worked during the school year.

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.

#### **E. References**

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

### VIII. 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 are addressed under the School’s “Policy Against Unlawful Harassment.”

#### Internal Complaints:

##### *(Complaints by Employees Against Employees)*

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

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with **your 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 CEO (or designee) for MERF employees)**:

- The complainant will bring the matter to the attention of **the Principal (or the CEO (or designee) for MERF 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 his or her complaint to writing, indicating all known and relevant facts. **The Principal (or the CEO for MERF employees) (or designee)** will then 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 **CEO (or designee.) The CEO (or designee)**

will then 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 President of the Board of Directors** of the School, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. **The Board President or investigator** will report his or her findings to the Board for review and action, if necessary.

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

#### Policy for Complaints Against Employees:

##### *(Complaints by Third Parties Against Employees)*

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

If complaints cannot be resolved informally, complainants may file a written complaint with the office of **the Principal or the CEO** (if the complaint concerns the Principal) 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 CEO (or the Board President)) (or designee)** shall abide by the following process:

- **The Principal (or the CEO) (or designee)** shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.

- In the event that **the Principal (or the CEO) (or designee)** finds that a complaint against an employee is valid, **the Principal (or the CEO) (or designee)** may take appropriate disciplinary action against the employee. As appropriate, **the Principal (or the CEO) (or designee)** may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
- **The Principal's (or the CEO's) (or designee's)** decision relating to the complaint shall be final unless it is appealed to the Board of Directors of the School. The decision of the Board of Directors shall be final.

General Requirements:

- 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 CEO** (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.

**IX. 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 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**

*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.*

*If you are an employee of the School, you may file this form with the Principal or Board President.*

*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.*

*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.*

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

*Charges of harassment, 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.*

Formatted: Font: Italic

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):

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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: \_\_\_\_\_

**HARASSMENT COMPLAINT FORM**

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

~~If you are an employee of the School, you may file this form with the Principal (or CEO (or Board President.))~~

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

~~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 harasser.~~

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

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

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

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

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

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



**APPENDIX B**  
**COMPLAINT FORM**

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

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

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

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

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

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

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

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

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

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

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

To be completed by School:

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

### ACKNOWLEDGEMENT OF HANDBOOK AND AT-WILL EMPLOYMENT

I acknowledge that I have received the Magnolia Public Schools' (MPS) Employee Handbook. I have read the Handbook and understand the contents of the Handbook. I agree to abide by all of the School's policies.

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

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

I understand that other than the **Chief Executive Officer (CEO) of MPS**, no supervisor or representative of the School has the authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will. I understand that only the **CEO** has the authority to make any such agreement and then only in writing signed by the **President of the Board of Directors**.

Employee's Name: \_\_\_\_\_

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

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

*Copy for Employee*

**ACKNOWLEDGEMENT OF HANDBOOK AND AT-WILL EMPLOYMENT**

I acknowledge that I have received the Magnolia Public Schools' (MPS) Employee Handbook. I have read the Handbook and understand the contents of the Handbook. I agree to abide by all of the School's policies.

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

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

I understand that other than the **Chief Executive Officer (CEO) of MPS**, no supervisor or representative of the School has the authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will. I understand that only the **CEO** has the authority to make any such agreement and then only in writing signed by the **President of the Board of Directors**.

Employee's Name: \_\_\_\_\_

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

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

*Copy for Personnel File*

# General Instructions

## Who Can Use this Application

If you are a U.S. citizen who lives or has an address within the United States, you can use the application in this booklet to:

- Register to vote in your State,
- Report a change of name to your voter registration office,
- Report a change of address to your voter registration office, or
- Register with a political party.

## Exceptions

Please do not use this application if you live outside the United States and its territories and have no home (legal) address in this country, *or* if you are in the military stationed away from home. Use the Federal Postcard Application available to you from military bases, American embassies, or consular offices.

**New Hampshire** town and city clerks will accept this application only as a request for their own absentee voter mail-in registration form.

**North Dakota** does not have voter registration.

**Wyoming** law does not permit mail registration.

## How to Find Out If You Are Eligible to Register to Vote in Your State

Each State has its own laws about who may register and vote. Check the information under your State in the State Instructions.

*Note:* All States require that you be a United States citizen by birth or naturalization to register to vote in federal and State elections. Federal law makes it illegal to falsely claim U.S. citizenship to register to vote in any federal, State, or local election.

*Also Note:* You **cannot** be registered to vote in more than one place at a time.

## How to Fill Out this Application

Use both the Application Instructions and State Instructions to guide you in filling out the application.

First, read the Application Instructions. These instructions will give you important information that applies to everyone using this application.

Next, find your State under the State Instructions. Use these instructions to fill out Boxes 6, 7, and 8. Also refer to these instructions for information about voter eligibility and any oath required for Box 9.

## When to Register to Vote

Each State has its own deadline for registering to vote. Check the deadline for your State on the last page of this booklet.

## How to Submit Your Application

Mail your application to the address listed under your State in the State Instructions. Or, deliver the application in person to your local voter registration office.

The remaining States that accept the national form will accept copies of the application printed from the computer image on regular paper stock, signed by the applicant, and mailed in an envelope with the correct postage.

## First Time Voters Who Register by Mail

If you are registering to vote for the first time in your jurisdiction and are mailing this registration application, you may be required to provide proof of identification the first time you vote.

Depending on the specific requirements of your State, you may avoid providing identification at the polls when you vote for the first time by mailing a copy of an identification document together with this application. The list of acceptable documents is included in the State Instructions.

**Do not include original documents with this application.**

**Please read the accompanying State Instructions to determine the voter identification requirements for your State.**

## If You Were Given this Application in a State Agency or Public Office

If you have been given this application in a State agency or public office, it is your choice to use the application or not.

If you decide to use this application to register to vote, you can fill it out and leave it with the State agency or public office. The application will be submitted for you. Or, you can take it with you to mail to the address listed under your State in the State Instructions. You also may take it with you to deliver in person to your local voter registration office.

*Note:* The name and location of the State agency or public office where you received the application will remain confidential. It will not appear on your application. Also, if you decide not to use this application to register to vote, that decision will remain confidential. It will not affect the service you receive from the agency or office.

# Application Instructions

Before filling out the body of the form, please answer the questions on the top of the form as to whether you are a United States citizen and whether you will be 18 years old on or before election day. If you answer no to either of these questions, you may not use this form to register to vote. However, state specific instructions may provide additional information on eligibility to register to vote prior to age 18.

## Box 1 — Name

Put in this box your full name in this order — Last, First, Middle. Do not use nicknames or initials.

*Note:* If this application is for a change of name, please tell us in **Box A** (*on the bottom half of the form*) your full name before you changed it.

## Box 2 — Home Address

Put in this box your home address (legal address). Do **not** put your mailing address here if it is different from your home address. Do **not** use a post office box or rural route without a box number. Refer to state-specific instructions for rules regarding use of route numbers.

*Note:* If you were registered before *but* this is the first time you are registering from the address in Box 2, please tell us in **Box B** (*on the bottom half of the form*) the address where you were registered before. Please give us as much of the address as you can remember.

*Also Note:* If you live in a rural area but do not have a street address, or if you have no address, please show where you live using the map in **Box C** (*at the bottom of the form*).

## Box 3 — Mailing Address

If you get your mail at an address that is different from the address in Box 2, put your mailing address in this box.

*Note:* If you have no address in Box 2, you **must** write in Box 3 an address where you can be reached by mail.

## Box 4 — Date of Birth

Put in this box your date of birth in this order — Month, Day, Year. *Be careful not to use today's date!*

## Box 5 — Telephone Number

Most States ask for your telephone number in case there are questions about your application. However, you do **not** have to fill in this box.

## Box 6 — ID Number

Federal law requires that states collect from each registrant an identification number. You must refer to your state's specific instructions for item 6 regarding information on what number is acceptable for your state. If you have neither a drivers license nor a social security number, please indicate this on the form and a number will be assigned to you by your state.

## Box 7 — Choice of Party

In some States, you must register with a party if you want to take part in that party's primary election, caucus, or convention. To find out if your State requires this, see item 7 in the instructions under your State.

If you want to register with a party, print in the box the full name of the party of your choice.

If you do **not** want to register with a party, write "no party" or leave the box blank. Do **not** write in the word "independent" if you mean "no party," because this might be confused with the name of a political party in your State.

*Note:* If you do not register with a party, you can still vote in general elections and nonpartisan (nonparty) primary elections.

## Box 8 — Race or Ethnic Group

A few States ask for your race or ethnic group, in order to administer the Federal Voting Rights Act. To find out if your State asks for this information, see item 8 in the instructions under your State. If so, put in Box 8 the choice that best describes you from the list below:

- American Indian or Alaskan Native
- Asian or Pacific Islander
- Black, *not of* Hispanic Origin
- Hispanic
- Multi-racial
- White, *not of* Hispanic Origin
- Other

## Box 9 — Signature

Review the information in item 9 in the instructions under your State. Before you sign or make your mark, make sure that:

- (1) You meet your State's requirements, and
- (2) You understand **all** of Box 9.

Finally, sign your **full** name or make your mark, and print today's date in this order — Month, Day, Year.

If the applicant is unable to sign, put in **Box D** the name, address, and telephone number (optional) of the person who helped the applicant.



# State Instructions

## California

**Registration Deadline** — 15 days before the election.

**6. ID Number** When you register to vote, you must provide your California driver's license or California identification card number, if you have one. If you do not have a driver's license or ID card, you must provide the last four digits of your Social Security Number (SSN). If you do not include this information, you will be required to provide identification when you vote.

**7. Choice of Party.** Please enter the name of the political party with which you wish to register. If you do not wish to register with any party, enter "Decline to State" in the space provided.

California law allows voters who "decline to state" an affiliation with a qualified political party or who affiliate with a nonqualified political party to vote in the primary election of any qualified political party that files a notice with the Secretary of State allowing them to do so. You can call 1-800-345-VOTE or visit [www.ss.ca.gov](http://www.ss.ca.gov) to learn which political parties are allowing nonaffiliated voters to participate in their primary election.

**8. Race or Ethnic Group.** Leave blank.

**9. Signature.** To register in California you must:

- be a citizen of the United States
  - be a resident of California
  - be at least 18 years of age at the time of the next election
  - not be imprisoned or on parole for the conviction of a felony
  - not currently be judged mentally incompetent by a court of law
- Signature is required. If you meet the requirements listed above, please sign and date the registration card in the space provided.

### **Attention: Proof of Voter Identification**

*(Pursuant to the Help America Vote Act of 2002)*

### **Voting in person:**

- A first-time voter who registers by mail must present to the appropriate state or local election official:
  - 1) a current and valid photo identification; or

- 2) a current utility bill, bank statement, government check, paycheck, or other government document that shows the name and address of the voter.

### **Voting by mail:**

- A first-time voter who registers by mail must submit a **COPY** of one of the following documents with his or her absentee ballot:
  - 1) current and valid photo identification; **OR**
  - 2) current utility bill, bank statement, government check, paycheck, or other government document that shows the name and address of the voter.

### **For Those Who Register by Mail:**

Persons who register to vote by mail and submit a driver's license number that the state or local election official can match with an existing state identification record will not be required to provide identification when they vote. Additionally, voters will not be required to provide identification when they vote if they are: (i) provided the right to vote otherwise than in person under the Voting Accessibility for the Elderly and Handicapped Act; or (ii) entitled to vote otherwise than in person under any other Federal law.

These identification requirements only apply to elections in which there is a federal office on the ballot. If you do not provide proof of identification, you may cast a provisional ballot.

### **Mailing address:**

**Riverside County  
Registrar of Voters  
2724 Gateway Drive  
Riverside, CA 92507**

**Special Note:** The State of California requires the voters State or Country of birth in order to be validly registered. The attached Federal Form is missing this required field. Please print your State or Country of birth underneath the line in Box 6 in order to make your voter registration valid.

# Voter Registration Application

**Before completing this form, review the General, Application, and State specific instructions.**

Are you a citizen of the United States of America? <input type="checkbox"/> Yes <input type="checkbox"/> No Will you be 18 years old on or before election day? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If you checked "No" in response to either of these questions, do not complete form.</b> (Please see state-specific instructions for rules regarding eligibility to register prior to age 18.)		This space for office use only.				
<b>1</b>	(Circle one) Mr. Mrs. Miss Ms.	Last Name	First Name	Middle Name(s)	(Circle one) Jr Sr II III IV	
<b>2</b>	Home Address		Apt. or Lot #	City/Town	State	Zip Code
<b>3</b>	Address Where You Get Your Mail If Different From Above			City/Town	State	Zip Code
<b>4</b>	Date of Birth  _____ Month Day Year		<b>5</b>	Telephone Number (optional)		<b>6</b>
<b>7</b>	Choice of Party (see item 7 in the instructions for your State)		<b>8</b>	Race or Ethnic Group (see item 8 in the instructions for your State)		
<b>9</b> I have reviewed my state's instructions and I swear/affirm that: <ul style="list-style-type: none"> <li>■ I am a United States citizen</li> <li>■ I meet the eligibility requirements of my state and subscribe to any oath required.</li> <li>■ The information I have provided is true to the best of my knowledge under penalty of perjury. If I have provided false information, I may be fined, imprisoned, or (if not a U.S. citizen) deported from or refused entry to the United States.</li> </ul>						
						Please sign full name (or put mark) ▲
						Date: _____
						Month Day Year

**If you are registering to vote for the first time:** please refer to the application instructions for information on submitting copies of valid identification documents with this form.

## Please fill out the sections below if they apply to you.

If this application is for a **change of name**, what was your name before you changed it?

<b>A</b>	Mr. Mrs. Miss Ms.	Last Name	First Name	Middle Name(s)	(Circle one) Jr Sr II III IV
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If you were **registered before but this is the first time you are registering from the address in Box 2**, what was your address where you were registered before?

<b>B</b>	Street (or route and box number)	Apt. or Lot #	City/Town/County	State	Zip Code
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If you live in a rural area but do not have a street number, or if you have no address, please show on the map where you live.

<b>C</b>	<ul style="list-style-type: none"> <li>■ Write in the names of the crossroads (or streets) nearest to where you live.</li> <li>■ Draw an <b>X</b> to show where you live.</li> <li>■ Use a dot to show any schools, churches, stores, or other landmarks near where you live, and write the name of the landmark.</li> </ul>	NORTH ▲										
	<table border="1" style="margin: auto;"> <tr> <td style="width: 15%;">Example</td> <td style="width: 5%; text-align: center;">Route #2</td> <td style="width: 20%; text-align: center;">● Grocery Store</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">Woodchuck Road</td> </tr> <tr> <td style="text-align: center;">Public School ●</td> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Example	Route #2	● Grocery Store			Woodchuck Road	Public School ●		X		
Example	Route #2	● Grocery Store										
		Woodchuck Road										
Public School ●		X										

If the applicant is unable to sign, who helped the applicant fill out this application? Give name, address and phone number (phone number optional).

<b>D</b>	
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**Mail this application to the address provided for your State.**

# FOR OFFICIAL USE ONLY


\_\_\_\_\_  
\_\_\_\_\_  
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FIRST CLASS  
STAMP  
NECESSARY  
FOR  
MAILING



KARI VERJIL  
\_\_\_\_\_  
REGISTRAR OF VOTERS  
\_\_\_\_\_  
2724 GATEWAY DR  
\_\_\_\_\_  
RIVERSIDE CA 92507-0918  
\_\_\_\_\_

# California Vote-By-Mail Ballot Application

FOR OFFICIAL USE ONLY

Rev. 04/2016

Enter the date of the election and the type of election (e.g., Primary, General, or Special). This application must be received by your county elections official not later than seven (7) days prior to the date of the election. The date of the election can be found at [www.sos.ca.gov/elections/upcoming-elections/](http://www.sos.ca.gov/elections/upcoming-elections/). A ballot will not be sent to you if this application is incomplete or inaccurate.

1. This is an application for a vote-by-mail ballot for the \_\_\_\_\_, \_\_\_\_\_ election.  
Month/Day/Year Type of Election (Primary, General, or Special)

2. Print name: \_\_\_\_\_ 3. Date of birth: \_\_\_\_\_  
First Middle Name or Initial Last Month/Day/Year

4. Residence address: \_\_\_\_\_  
Number and Street (P.O. Box, Rural Route, etc. will not be accepted) (Designate N, S, E, W if used)  
\_\_\_\_\_  
City Zip Code California County

5. Mailing address for ballot (if different from above):

If your mailing address is outside of the U.S., and you are a military or overseas voter, re-register at [RegisterToVote.ca.gov](http://RegisterToVote.ca.gov) or use the Federal Post Card Application at [www.fvap.gov](http://www.fvap.gov).

\_\_\_\_\_  
Number and Street/P.O. Box (Designate N, S, E, W if used)  
\_\_\_\_\_  
City State or Foreign County Zip Code or Postal Code

6. Telephone number (optional): (\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Day Evening

7.  (Only complete Item 7 if this application is for a Presidential Primary Election.)

**Yes, I want to request a political party ballot for the Presidential Primary Election.**

I have declined to disclose a preference for a qualified political party. However, for this primary election only, I request a vote-by-mail ballot for the \_\_\_\_\_ Party.\*

\* The following political parties are allowing No Party Preference voters (voters who have declined to disclose a preference for a political party) to vote their party's presidential ballot for the upcoming June 7, 2016, Presidential Primary Election:

•American Independent •Democratic •Libertarian

8.  **Yes, I want to become a permanent vote-by-mail voter.**

By checking this box and by initialing here \_\_\_\_\_, I am requesting to become a permanent vote-by-mail voter. A vote-by-mail ballot will automatically be sent to me in all future elections. I understand that if I fail to vote by mail in four consecutive statewide general elections, I will need to reapply for permanent vote-by-mail voter status.

9. This application must be signed.

I have not applied for a vote-by-mail ballot from any other jurisdiction for this election. I certify under penalty of perjury under the laws of the State of California that the information I have provided on this application is true and correct.

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

Warning: Perjury is a felony, punishable by imprisonment in state prison for up to four years. (Penal Code § 126)

## NOTICE

You have the right to mail or deliver this application directly to your county elections official. Returning this application to anyone other than your county elections official may cause a delay that could interfere with your ability to vote. If this application is returned by mail, it must be returned directly to your county elections official. Only the registered voter himself or herself may apply for a vote-by-mail ballot. An application for a vote-by-mail ballot made by a person other than the registered voter is a criminal offense.

**Individuals/Organizations/Groups Distributing this Application**

The format used on this application must be followed by anyone distributing vote-by-mail ballot applications. Failure to conform to this format is a crime. Anyone distributing this application may not preprint a mailing address in Item 5. Anyone distributing this application may not preprint a check mark or political party name in Item 7. Anyone providing this application to a voter must enter their name, address, and telephone number here: \_\_\_\_\_

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

## Instructions for Completing California Vote-By-Mail Ballot Application

### Who Can Use this Application

The uniform California Vote-By-Mail Ballot Application can only be used by a registered voter. If you have not already registered to vote, you can register to vote online on the Secretary of State's website at [RegisterToVote.ca.gov](http://RegisterToVote.ca.gov). You may also pick up a Voter Registration Card at your county elections office, library, or U.S. Post Office. Your completed Voter Registration Card must be submitted online or to your county elections office at least 15 days before the election.

To vote by mail, you can use this Vote-By-Mail Ballot Application, use the form in the sample ballot booklet you receive in the mail, or contact your county elections office. This Vote-By-Mail Ballot Application is provided by the Secretary of State (SOS) for use by any person, group, or organization distributing vote-by-mail ballot applications for elections that involve more than one county. For organizations distributing applications for elections that involve a single county, the county elections office should be contacted for the appropriate application format and barcode information.

Californians who are serving in the military and are absent from the county where they are eligible to vote, or living or studying abroad must register as a military or overseas voter, either online at [RegisterToVote.ca.gov](http://RegisterToVote.ca.gov) or via the Federal Post Card Application (FPCA) in order to request a vote-by-mail ballot. The FPCA is available at [www.fvap.gov](http://www.fvap.gov).

### How to Fill Out this Application

**Item 1.** Enter the date of the election in which you wish to vote (month, day, year), and the type of election (Primary, General, or Special).

**Item 2.** Print your first, middle, and last names as they appear on your Voter Registration Card.

**Item 3.** Print your date of birth in this order – month, day, year.

**Item 4.** Print the complete street address of your voting residence. A post office box or rural route cannot be accepted.

**Item 5.** Mailing address information must be completed by the voter. Print the complete address where you want your ballot sent, if it is different than the residence address provided in Item 4.

**Item 6.** Print your telephone number (optional, not required) to allow the elections office to contact you if more information is needed.

**Item 7.** Only complete Item 7 if the application is for a Presidential Primary Election. If you have not disclosed a preference for a political party, you are considered a No Party Preference voter and may request to vote a party's presidential ballot at the Presidential Primary Election if the political party allows it. **The check off box and name of the political party must be completed by the voter.** The following parties have notified the Secretary of State that they will allow No Party Preference voters to request their party's presidential ballot in the June 7, 2016, Presidential Primary Election:

- American Independent
- Democratic
- Libertarian

If you choose not to request a political party ballot in the Presidential Primary Election, you will be provided a nonpartisan ballot containing only the names of candidates for voter-nominated and nonpartisan offices (this does not include presidential candidates) and measures, if any, to be voted for at the Presidential Primary Election.

**Item 8.** Any registered voter may receive a vote-by-mail ballot automatically in all future elections by checking the Permanent Vote-By-Mail Voter box and initialing the line. Any voter can opt out of the permanent vote-by-mail status at any time by contacting their county elections official directly.

**Item 9.** Sign and date in this order – month, day, year. No witness or notary required.

### **How to Submit the Application**

Your Vote-By-Mail Ballot Application must be returned to your county elections official at least 7 days before the election. However, if you become ill or disabled during the final week before an election, or find that you will be unable to go to your polling place on Election Day, you may request that a vote-by-mail ballot be delivered to you by personally submitting a written application or letter to your county elections official. The request must contain your name and residence address, the address to which you want the ballot sent, the name and date of the election in which you would like to vote, your signature, and the date. You may authorize another person to receive the ballot from the elections official, and/or return the ballot to an elections official after you have voted it.

If this application is returned by mail, it must be returned directly to your county elections official.

Please do not send applications to the SOS's office. Doing so will delay the application process.

You can find the address and telephone number of your county elections official on the SOS website at [www.sos.ca.gov/elections/voting-resources/county-elections-offices/](http://www.sos.ca.gov/elections/voting-resources/county-elections-offices/).

### **What Can be Preprinted on the Application**

State law requires the voter to personally affix his or her signature and the address to which the ballot is to be mailed.

If an organization is distributing the application, the name, address, and telephone number of the organization authorizing distribution must be included on the application.

In order to ensure accuracy, each voter should fill out all of the information on the application. However, any person, group, or organization distributing the application may preprint the following:

- The printed name and home address of the voter as it appears on the Voter Registration Card.
- The name and date of the election for which the ballot is requested.
- The name, address, and telephone number of the person, group, or organization authorizing distribution of the application.

(Revised April 2016)