



SEQUOIA GROVE
CHARTER ALLIANCE

Employee Handbook
2022-23



Sequoia Grove Charter Alliance

Welcome to Clarksville Charter School, Feather River Charter School and Lake View Charter School Members of the Sequoia Grove Charter Alliance! Herein below, “your School” is defined as the charter school in which you are contractually employed.

We are happy to have you join us. We believe our Schools are truly unique and serve a diverse group of talented and hardworking students. We regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance for each one of our employees. All employees should treat all individuals, including students, teachers, administrators, volunteers, and family members, with respect, and approach all situations as opportunities to learn. This handbook has been written to provide you with an overview of our Schools, its personnel policies and procedures, and your benefits as an employee.

This handbook is intended to explain in general terms policies that most often apply to your day-to-day work activities. This handbook cannot anticipate every situation or answer every question about employment, and it is not an employment contract. Employees are expected to read this handbook thoroughly upon receipt, to know and abide by the policies outlined herein, and as revised over time, throughout their employment. No School guideline, practice, manual or rule may alter the “at-will” status of your relationship with your School.

In order to retain necessary flexibility in the administration of its policies, procedures and benefits, your School reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever your School determines that such action is warranted. For these reasons, we urge you to check with your supervisor to obtain current information regarding the status of any particular policy, procedure or practice. This handbook supersedes and replaces all previous personnel policies, practices and procedures. We welcome you and wish you great success and fulfillment at your School.

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Section 1 - General

This handbook has been written to serve as a guide for the employer/employee relationship. This handbook applies to faculty and staff at ~~our~~ ~~your~~ School. This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or Human Resources. You are responsible for reading, understanding, and complying with the provisions of this handbook. Our objective is to provide ~~you~~ ~~employees~~ with a work environment that is constructive to both personal and professional growth.

Neither this handbook nor any other School document confers any contractual right, either express or implied, to remain in your School of employment, nor does it guarantee any fixed term or condition of your employment. Except as otherwise provided in an executed employment agreement, your employment is not for any specified period of time and may be terminated at will, with or without cause and without prior notice, by your School or you may resign for any reason at any time.

No supervisor or other representative of your School except the Executive Director or designee, with the approval of the Board of Directors, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Further, the procedures, practices, policies and benefits described herein may be modified or discontinued from time to time with or without advance notice. We will try to inform you of any changes as they occur. Up to date policies are found on the Schools' governing board websites.

Section 2 - Philosophy

CORE PURPOSE

~~Your~~ ~~Our~~ School exists to educate and inspire children to realize their potential to become extraordinary and active members of society.

CORE VALUES

The following ~~three~~ core values are what distinguish your School from other schools:

- Building Relationships
- Respecting Staff
- Valuing Parents
- Mentoring Students
- Collaborative Environment
- Passion for Excellence
- Choice in Education
- The Homeschool Heart

PERMISSION-TO-PLAY VALUES

The following Permission-to-Play values are minimum behavioral standards that all employees must exhibit consistently:

- Innovative
- Dynamic
- Results-oriented
- Data-driven
- Extraordinary
- Confident
- Energetic

STRATEGIC ANCHORS

To ensure success of our core purpose and core values, ~~your~~ **our** School will use the following two strategic anchors to inform every decision the School makes and the basis for how decisions and actions will be evaluated:

- Academic achievement through relevant curricula, clear expectations, and shared accountability
- Relationship building through mentorship and consistent communication

SCHOOLWIDE LEARNER OUTCOMES

Our Schools have goals for our students that are known as Schoolwide Learner Outcomes (SLOs). SLOs are a part of our school culture. They reflect our school vision, the College and Career Readiness standards, and the education of the whole child.

Sequoia Grove students are...

	<p><i>Navigators of the Digital World</i> Proficient in the use of technology, media, and online resources</p>
	<p><i>Self-Directed and Motivated</i> Able to set attainable goals to achieve academic success</p>
	<p><i>Personalized Learners</i> Thriving in the education style that best fits their individual needs</p>
	<p><i>Independent Critical-Thinkers</i> Able to problem-solve, take ownership, and apply their knowledge</p>
	<p><i>Responsible Citizens</i> Actively seeking knowledge of local and global issues</p>
	<p><i>Effective Communicators</i> Articulating their thinking with confidence</p>

Section 3 - Employment

EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

EQUAL EMPLOYMENT OPPORTUNITY

~~Your~~ **Our** School is an equal opportunity employer. In accordance with applicable law, ~~your~~ School prohibits discrimination, harassment, intimidation, and bullying based on

actual or perceived ancestry, age, color, disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sex, sexual orientation, actual or potential parental, family, marital status, or association with a person or a group with one or more of these actual or perceived characteristics. ~~Your~~ ~~Our~~ School will ensure that applicants and employees are treated equally in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training. Additionally, in accordance with applicable law, ~~your~~ School prohibits all forms of unlawful harassment of a sexual or other discriminatory nature. Any conduct contrary to this policy is prohibited. This policy applies to all applicants and employees of your School.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, your School will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to your School. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact Human Resources and request such an accommodation, specifying what accommodation he or she needs to perform the job. ~~Your~~ ~~Our~~ School will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request. If ~~the employee~~ ~~you~~ believes ~~they~~ ~~you~~ have been subjected to discrimination, please follow the complaint procedure outlined below.

HARASSMENT

It is the policy of your School to ensure equal employment opportunity without discrimination, harassment, intimidation, or bullying based on actual or perceived ancestry, age, color, disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sex, sexual orientation, actual or potential parental, family, marital status, or association with a person or a group with one or more of these actual or perceived characteristics. ~~Your~~ ~~Our~~ School prohibits any such discrimination or harassment. In addition, we prohibit abusive conduct/workplace bullying in the work environment. It is our mission to provide a professional work and learning environment free of harassment, discrimination and/or workplace bullying that maintains equality, dignity, and respect for all. This policy protects all employees of the School as well as interns, volunteers, and potential employees (applicants). All employees of the School are required to abide by this policy, regardless of position or status, including supervisors, administration, and co-workers. In addition, this policy prohibits unlawful harassment by third parties, including students, parents, vendors ~~for both curriculum and enrichment along with community partners~~ or other third parties, who have workplace contact with our employees. This policy applies to all applicants and employees (or other listed individuals), whether related to conduct engaged in by fellow employees or someone not directly connected to your School (e.g. an outside ~~community partner~~ ~~vendor~~, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business

or school-related social events.

What is Harassment?

- Harassment can take many forms. As used in this Employee Handbook, the terms “discrimination” and “harassment” includes all unwelcome conduct that comprises the following behavior pertaining to any of the above protected categories or characteristics:
- Offensive remarks, comments, jokes or slurs pertaining to an individual's race, religion, sex, sexual orientation, gender or gender identity or gender expression, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status as defined by law or regulation whether verbally or by electronic means including email, and/or text messages
- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved and whether verbally or by electronic means
- Offensive physical conduct, including, but not limited to, touching, blocking normal movement or interfering with another's work regardless of the gender of the individuals involved, including, but not limited to threats of harm, violence or assault
- Offensive pictures, drawings or photographs or other communications, including email, text messages, or other forms of electronic communication
- Holding work functions in inappropriate venues, ~~such as a strip club~~
- Sex or gender based practical jokes, sexual favoritism
- Threatening reprisals due to an employee's refusal to respond to requests for sexual favors or for reporting a violation of this policy
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:
 - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - Submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting such individual;
 - Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive working environment.

What is abusive conduct/workplace bullying?

- Conduct of an employee in the workplace that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer's legitimate business interests
- Use of derogatory remarks, insults and/or epithets
- Verbal or physical conduct that sabotages or undermines a person's work performance that is threatening, humiliating or intimidating
- Bullying, gossip, profanity, abusive conduct and negative comments are destructive to our School culture, create false rumors, disrupt school

operations and interfere with the privacy of others

What is Retaliation?

Retaliation against an individual for reporting harassment, discrimination, abusive conduct or for participating in an investigation of a claim of such is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately to Human Resources and will be promptly investigated and addressed.

As used in this policy, “retaliation” means taking any adverse employment action against an employee because the employee engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, opposing a practice or conduct the employee reasonably believes to be unlawful, reporting or assisting in reporting suspected violations of this policy, cooperating or participating in investigations or proceedings arising out of a violation of this policy, or engaging in any other activity protected by applicable law.

As used in this policy, an “adverse employment action” means conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in further protected activity. An adverse employment action may include, but is not limited to, the following: demotion, suspension, reduction in pay, denial of merit salary increase, failure to hire, refusing to promote, denying employment opportunities, changing work assignments or otherwise treating an employee differently.

Any retaliatory adverse action because of a protected activity will not be tolerated. If an employee believes he/she has been subjected to, has witnessed, or has knowledge of retaliation in violation of this policy, please follow the complaint procedure outlined below.

Responsibility

All School employees have a responsibility for keeping our work environment free of harassment, discrimination, retaliation and abusive conduct in accordance with this policy.

Reporting

~~Your Our~~ School encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender’s identity or position. Individuals who believe that they have been subjected to such conduct should immediately discuss their concerns with their immediate supervisor, Executive Director or Human Resources. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint. In addition, your School encourages individuals who believe they are being subjected to such conduct to promptly advise the offender

that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. ~~Your~~ Our School recognizes, however, that an individual may prefer to pursue the matter through formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although confidentiality cannot be guaranteed. ~~Your~~Our School is serious about enforcing its policy against harassment; however, your School cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to your School's attention so it can take whatever steps are necessary to correct the problems.

Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to Human Resources, the Executive Director or the Chair of the Board of Directors, if appropriate. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

Title IX provides for separate processes and procedures for sexual harassment and sexual assault when the type of conduct falls within the definitions of sexual harassment and sexual assault as provided in 34 C.F.R. § 106.30. In addition, the conduct must have taken place at school locations, events or circumstances over which the School exercised substantial control over both the individual who has been accused of sexual harassment and/or assault and the context in which the sexual harassment occurs. For these types of complaints, the School will follow the Title IX policy processes and procedures, which may be found in the School's Title IX grievance policy. If the conduct does not fall within Title IX, this policy will be followed. There may be instances where the conduct falls within both policies and the School will follow both policies.

The School's Title IX Coordinators are [stated on each school's websites under Title IX](#).

~~For Lake View Charter School and Winship Community Schools:~~

~~Julie Haycock Email julie.haycock@sequoiagrove.org Phone Winship (916) 957-5770 Lake View (916) 957-5877~~

~~For Clarksville and Feather River Charter Schools:~~

~~Jenell Sherman Email jenell.sherman@sequoiagrove.org Phone Clarksville (916) 526-3794 Feather River (916) 957-5781~~

If ~~an employee has you have~~ a complaint about Title IX, contact the Title IX Coordinator listed ~~in the Title IX Policy above~~. ~~The employee has~~You have 180 days of the date of the alleged discrimination, unless the time for filing is extended for good cause by the Title IX Coordinator. Although ~~the employee is you are~~ not required to utilize the School's internal grievance procedure, ~~the employee you~~ may do so prior to filing a complaint with the Office of Civil Rights (OCR). If ~~you the employee uses~~ use the School's internal grievance process, ~~the your~~Title IX

complaint must be filed with the Office of Civil Rights within 60 days after the last act of the School's grievance process. If using the School's grievance process, the School will investigate student Title IX claims of discrimination using the processes adopted through the Uniform Complaint Procedure. A copy of **each** the School's Uniform Complaint Procedures is available on **each** the School's website.

Questions, concerns or complaints regarding compliance with Title IX employee issues, please contact the Human Resources Director, ~~4818 Golden Foothills Parkway #9, El Dorado Hills, CA 95762~~. Questions, concerns or complaints regarding harassment, discrimination, intimidation and bullying, please contact the Equity Compliance Officer, Darcy Belleza, darcy.belleza@sequoiagrove.org, ~~4818 Golden Foothills Parkway #9, El Dorado Hills, CA 95762~~.

Universal Complaint Procedure

All complaints of harassment, discrimination, retaliation or abusive conduct will be promptly investigated. ~~Your~~**Our** School encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

~~Your~~**Our** School's investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter. All employees are required to fully cooperate with your School's investigation which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, ~~your~~ School will provide regular progress updates, as appropriate, to those directly involved. ~~Your~~**Our** School will strive to complete its investigation as efficiently as possible in light of the allegations, and will reach any conclusions based on the evidence collected and credibility of the witnesses. Your School may investigate conduct in the absence of a formal complaint if ~~your~~ School has reason to believe that an individual has engaged in conduct that violates School policies or applicable law. Further, ~~your~~ School may continue its investigation even if the original complainant withdraws his or her complaint during the course of the investigation. Any conduct which ~~your~~ School believes constitutes harassment, discrimination, abusive conduct, or retaliation in violation

of this policy will be dealt with appropriately. Corrective action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as ~~your~~ School believes appropriate under the circumstances. Due to privacy protections, ~~your~~ School may not be able to fully disclose its entire decision regarding corrective action to the complainant. False and malicious complaints of harassment, discrimination, abusive conduct, or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action. **The employee** ~~You~~ may view the Universal Complaint Procedure on ~~your~~ school's website.

Conclusion

This policy was developed to ensure that all employees could work in an environment free from harassment, discrimination, abusive conduct and retaliation. Your School will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has questions or concerns about these policies should talk with Human Resources or the Executive Director. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of your School prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination, abusive conduct, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

If **the employee** ~~you~~ believes ~~you~~ **they** have experienced discrimination, harassment, or abusive conduct **the employee** ~~you~~ may file a Department of Fair Employment and Housing ("DFEH") or Equal Employment Opportunity Commission complaint. For information contact the DFEH or EEOC.

Training Requirements

~~Your~~ **Our** School requires all employees to abide by California's training requirements, which includes training within six months of hire and retraining as legally required, thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

AT WILL EMPLOYMENT

We believe that an employment relationship is successful as long as both parties are mutually satisfied. Accordingly, both **the employee** ~~you~~ and ~~your~~ **the** School will have

the right to terminate ~~your~~ employment and all related compensation and benefits at any time, with or without cause and with or without notice. In addition, ~~the your~~ School may eliminate or change any term or condition of ~~your~~ employment (including but not limited to ~~your~~ job assignment, duties, or salary) at will, at any time, for any reason not prohibited by law, with or without cause and with or without previous notice.

This is called “employment at will,” and no one other than the Executive Director of your School with the approval of the Board of Directors, has the authority to alter ~~the employee's your~~ employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Executive Director. Statements of specific grounds for termination set forth in this Handbook, or elsewhere, are not all-inclusive and are not intended to restrict your School’s right to terminate at-will.

PROFESSIONAL DEVELOPMENT ~~TRANSCRIPTS~~ FOR SALARY ADVANCEMENT

Employees who wish to advance their salary beyond their initial placement may receive credit for upper-division and/or graduate level college/university courses up to 6 semester units or two classes per school year. These courses must be pre-approved first by the employee’s direct supervisor, and then by a school Director prior to registering for courses. Courses that are commonly accepted are courses that:

- Are related to education
- Are related to the courses the teacher is currently teaching
- Enhance the teacher’s teaching abilities

Note: Employees must receive passing grades on their transcripts (C- or higher, or Pass) for those units to qualify toward a salary increase.

Once pre-approved courses have been completed, employees will need to send all post-baccalaureate transcripts, including the newly completed course transcripts, to the Human Resources Department for the information to be added to their employee file. Transcripts must be submitted by June 1st of the current school year for salary schedule consideration for the following school year. No more than 6 units or two classes will be approved per school year for salary advancement purposes.*

*Special consideration may be given to employees who are seeking an advanced degree (such as a Masters or Doctorate) or are working toward completion of additional credentials or certifications. As with other coursework, these require pre-approval from the employee’s direct supervisor and a school Director.

¶

~~If you choose to enroll in courses for Professional Development, please complete the Units for Salary Adjustment Form/Additional Units Survey in the HST Handbook no later than June 1st/March 15/September 1, for consideration for the upcoming school year. As a reminder, all courses taken for Professional Development and growth need to be pre-approved if using said courses towards salary schedule advancement. Anytime you wish to get pre-approval to take a class for additional units, please complete the second section of the form. The pre-approval process is to ensure that the proposed courses are educationally relevant and sound and pertain to the position for which you are employed.~~

¶

~~Once pre-approved courses have been taken and passed, all transcripts must be turned into Human Resources before June/September 1st to be considered for salary schedule advancement. Any transcripts not received by June 1st will not count towards salary schedule advancement for the next school year commencing on July 1st, the current school year. This is an approval of courses to confirm that courses to be enrolled in are educationally relevant and sound. Failure to complete the Professional Development Survey before the deadline may result in no credit received for courses taken.~~

EMPLOYEE PLACEMENT ON SALARY SCHEDULE

Salary placement for newly hired employees is contingent upon all documentation (i.e. transcripts, verification of experience, credential accreditation, etc) being received and verified. There are no retroactive salary placements. It is the employees' responsibility to furnish the Human Resources Department with verification of these items upon hire.

Initial salary schedule placement is determined by the number of post-baccalaureate units and the number of years of previous teaching experience.

In order for units to be considered for initial placement on the salary schedule, post-baccalaureate units must meet the following criteria:

- Earned after Bachelor's degree completion date
- Upper-division and/or graduate-level courses
- Relevant to the field of education

Previous teaching work experience may be accepted on a year-for-year basis for up to five years of credit if it meets the following criteria:

- Must have worked with the same employer for at least one year
- Worked in a full-time capacity

- Worked at least 75% of the school year

Note: Substitute teaching experience is not accepted



OPEN COMMUNICATION POLICY

We want to hear from our employees you. Our ~~Your~~ School strongly encourages employee participation in decisions affecting their employment and their daily professional responsibilities. Our greatest strength lies in our employees and our ability to work together. We encourage open communication about all aspects of our school and organization. Employees are encouraged to openly discuss with their supervisors any problems or suggestions they believe would make our organization better and stronger. Our ~~Your~~ School is interested in all of our employee's success and fulfillment. We welcome all constructive suggestions and ideas.

Employees who have work-related concerns or complaints are encouraged to discuss them with their supervisor or the Executive Director. Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. Your School will attempt to keep the employee's concerns and complaints and any resulting potential investigation confidential to the extent feasible. However, in the course of an investigation and/or in resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law. Employees with concerns or complaints relating to harassment, discrimination or retaliation should follow the reporting procedure outlined in this Handbook.

LACTATION ACCOMMODATION POLICY

Your School provides a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. For those employees ~~who~~ that are working at a ~~school location~~ school location site, the School will also make a reasonable effort to provide the employee with the use of a room or other private location in close proximity to the employee's work area for the employee to express milk in private. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, the School shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, the School may provide another cooling device suitable for storing milk, such as a School-provided cooler.

The School reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations. Employees requesting an accommodation under this policy should comply with the following requirements:

- The employee should complete an accommodation request form and contact the employee's supervisor or Human Resources to request designation of a location

and time to express breast milk under this policy. The School will respond accordingly, generally within two business days.

- The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

Retaliation for making a lactation accommodation request is strictly forbidden. If the employee believes she has been retaliated against it should be reported immediately to her supervisor, Human Resources or Executive Director. Discrimination against and harassment of lactating employees in any form is unacceptable, a form of prohibited sex/gender discrimination, will not be tolerated at your School and will be handled in accordance with your School's policy on discrimination and harassment. If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on our website: www.dir.ca.gov/dlse/DistrictOffices.htm The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

PUBLIC RELATIONS

The success of a school depends upon the quality of the relationship among the school, its employees, students, parents and the general public. The public impression of your School and its interest in our school will be formed in part, by School employees. Our employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, our School and our School's services.

Below are several things employees can do to help leave people with a good impression of our School. These are the building blocks for our continued success:

- Communicate with parents regularly
- Act competently and deal with others in a courteous and respectful manner
- Communicate pleasantly and respectfully with other employees, families and students at all times
- Follow up on requests and questions promptly, provide professional and personable replies to inquiries and requests, and perform all duties in an orderly manner
- Respond to email and voicemail within 24 hours during the work week.
- Take great pride in your work and enjoy doing your very best.

WHISTLEBLOWER POLICY

Your School is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1)

reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of School policy, specifically the policies contained in your School's Employee Handbook. An employee who wishes to report a suspected violation of law or School Policy may do so by contacting the Executive Director or Human Resources.

Your School expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of School policy. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: the Executive Director or Human Resources. Any supervisor, manager, or human resources staff member that receives complaints of retaliation must immediately inform the Executive Director or Chair of the Board of Directors, if appropriate.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality as much as possible (although confidentiality cannot be guaranteed) and consistent with a full and fair investigation. ~~Human Resources and a member of~~ School administration (and, or , and an administrative designee) will conduct the investigation or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings as appropriate.

Section 4 - The Employment Process

EMPLOYEE STATUS AND CLASSIFICATIONS

Each School employee is either a "full-time," "part-time," or "temporary" employee and either an "exempt" or "non-exempt" employee. Some of the policies and benefits described in this handbook depend on whether the employee is full-time or part-time. Full-time employees are those employees regularly scheduled to work 30 or more hours ~~or more~~ each week. Part-time employees are those regularly scheduled to work less than 30 hours each week. Temporary employees are those employed for short-term assignments or in connection with a specific project or event. Temporary employees are not eligible for employee benefits, except those mandated by applicable law.

Every member of the team is designated as a "Certificated employee" or "Classified

employee." Some of the policies and benefits described in this handbook depend on **the employee's designation.** ~~how the employee is designated.~~

Exempt

This category includes all regular employees who are determined by the School to be exempt from certain wage and hour provisions of state and federal laws. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Exempt employees will be expected to work the number of hours necessary to complete their assigned responsibilities. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work. Typically, full-time Teachers and Administrators are exempt employees.

Non-Exempt

This category includes all regular employees who are covered by certain wage and hour provisions of state and federal laws. Non-exempt employees are entitled to overtime and double-time pay as well as meal and rest breaks, as prescribed by law. Typically, all part-time and temporary employees are non-exempt. Additionally, most Classified staff are typically non-exempt employees.

Certificated Employee

Certificated Employees are teachers and administrators

- **Salary Schedule A:** Homeschool teachers (HST) ~~are Schedule A~~
- **Salary Schedule B:** Specialized Teachers including High School Teachers, ~~and Virtual Academy Teachers, and Education Specialists, Speech Pathologists, Nurses, and Occupational Therapists are Schedule B~~
- **Salary Schedule C:** Leadership including Coordinators, Counselors, Speech Pathologists, Nurses, and Occupational Therapists ~~is Schedule C~~
- **Salary Schedule D:** Administrative Positions ~~on is Schedule D~~
- ~~Classified see below for Schedule E~~
- **Salary Schedule F:** Part-time Homeschool teachers ~~HST's are Schedule F~~

Classified Employee

Classified Employees include those employees hired by the School that do not primarily instruct students, nor require state certification, such as maintenance, assistants and other operational employees.

- **Salary Schedule E:** Classified Employees ~~are Schedule E on the salary schedule~~

WORK SCHEDULES

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether **the employee you work** during the academic year or on an annual basis. The Executive Director or ~~your~~ direct supervisor will assign **the employee an your** individual work schedule. In order to accommodate the needs of our **school(s)**

~~business~~, it may be necessary to change individual work schedules on either a short-term or long-term basis. All employees are expected to be ~~available to be reached by phone, email or in-person with scheduled meeting(s)/event(s). at their desks or workstations at the start of their scheduled shift, ready to work.~~ If ~~the employee~~~~you~~ ~~needs~~~~need~~ to modify ~~their~~~~your~~ schedule, request the change with Human Resources or ~~their~~~~your~~ supervisor. All schedule changes or modifications must be approved by the Executive Director or ~~their~~~~your~~ supervisor.

Your School reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment.

Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Non-exempt employees are not allowed to work "off the clock." Attendance at School-sponsored functions is not compensated unless the supervisor has required ~~the employee~~~~you~~ to attend. Employees violating these rules may be subject to disciplinary action up to and including termination.

WORKWEEK AND WORKDAY

Staff are expected to complete their School employment duties from 8:30 a.m. – 5:00 p.m., Monday- Friday, excluding holidays, Pacific Standard Time.

VIRTUAL TEACHING EMPLOYMENT CONDITIONS

Position Responsibilities:

- Teachers selected for special assignment including, ~~but not limited to~~, High School Virtual Academy, Junior High Virtual Academy, Intervention, ~~Adventure Academy~~, or other created programs deemed "Virtual" within the job description will be assigned a "Virtual Class" or "Virtual Classes"
- Teachers are provided, at the School's expense, ~~a computer~~ capable of maintaining a high speed internet connection for conducting virtual classes, including a computer, dual external monitors, external keyboard and mouse, and a headset. Other equipment provided when necessary for class upon request
- Teachers must be available each school day from 8:30 a.m. – 5:00 p.m., Monday - Friday by internet and/or phone Pacific Standard Time.
- Teachers must have access to a phone for calling/responding to students/parents during the teacher's scheduled time within twenty-four (24) hours
- Teachers will use the tracking and monitoring system integrated into the student's assigned course. Teachers will provide continual monitoring of the student's progress and their scheduled benchmarked progress status.
- Teachers will be responsible for all virtual school required record keeping and reporting
- Teachers are required to attend training sessions hosted virtually or

in-person Mileage reimbursement will follow standard School protocols and procedures

- Worksites: Most classes will be held virtually. Teachers may work from home

SPECIAL EDUCATION TEACHING EMPLOYMENT CONDITIONS

Special Education Teachers/ Case Managers:

- Special Education Teachers/ Case Managers teach specialized academic instruction (SAI) and transition services ~~as well as~~ virtually
- Teachers are provided, at the School's expense, a computer capable of maintaining a high speed internet connection for conducting virtual class and other duties
- Teachers must be available each school day from 8:30 a.m. – 5:00 p.m. Monday - Friday by internet and/or phone Pacific Standard Time
- Special Education Teachers are required to teach in virtual classrooms/ sessions
- Teachers must have access to a phone for calling/responding to students/parents during the teacher's scheduled time within twenty-four (24) hours
- Teachers will use the tracking and monitoring system in [GgoogleDrive-classroom](#) and curricular programs as well as SEIS.
- Teachers will provide continual monitoring of the student's progress at the scheduled progress reporting times
- Teachers are responsible for collecting data and student work samples for student IEP goals and special education taught courses
- Teachers will be responsible for all special education required record keeping and reporting. Training:
 - Teachers are required to attend training sessions hosted virtually or in-person.
 - Special Education Teachers are required to attend two in-person schoolwide meetings/trainings per year. Mileage reimbursement will follow standard School protocols and procedures

Worksites:

- Special Education Teachers work remotely as all classes and sessions are taught virtually

ATTENDANCE AND PUNCTUALITY

Employees are expected to observe regular attendance and be punctual. Each of our employees is critical to our success. Therefore, regular attendance and punctuality is considered an essential function of all positions. If ~~the employee you~~ is ~~are~~ unable to report for work on any particular day, ~~the employee you~~ must call ~~their your~~ supervisor at least one hour before the time ~~you are~~ scheduled to begin working for that day. If ~~the employee you~~ calls in less than one hour before ~~the your~~ scheduled time to begin work, ~~the employee you~~ will be considered ~~tardy~~ late for that day. Absent extenuating circumstances or a medical provider's order excusing ~~the employee you~~ from work for a period of time, ~~the employee you~~ must call in on any day ~~the employee is you are~~ scheduled to work and will not report to work. The School understands that

in some cases, advance notice is not possible. In these cases, notify ~~the your~~ supervisor personally at the earliest possible moment. In some circumstances, ~~the employeeyou~~ may be required to provide verification of the reason or documentation for ~~the your~~ absence.

~~If a non-exempt employee or instructional employee has more~~ More than three instances of ~~tardiness being late by a non-exempt employee or instructional employee~~ during any twelve-month period, ~~it will be~~ ~~are~~ considered excessive. Any unexcused absence is considered excessive. If ~~the employeeyou fails~~ fail to report for work without any notification to ~~the employee's your~~ supervisor and the absence continues for a period of three business days, the School will determine that ~~the employeeyou has have~~ abandoned ~~their your~~ job and voluntarily terminated ~~their your~~ employment.

PROFESSIONAL DEVELOPMENT

Employees are expected to attend and participate in all professional development sessions and other ~~scheduled~~ school sponsored trainings ~~that may be scheduled~~. While we understand that scheduling conflicts may arise, consistent tardiness, absenteeism or early departures may result in disciplinary action. When an employee attends a school sponsored professional development and/or training, the time spent in attendance shall be counted as time worked.

For virtual attendance, video registration/chat or signing in on a Google Doc/Survey will serve as attendance. For in-person meetings, either online document or paper documentation will be required for the purpose of record keeping. These records will serve as the official roster of attendance. Your School will pay hourly employees for attendance at mandatory trainings, lectures and meetings outside of regular working hours at the employee's hourly rate. As exempt employees, salaried staff may be required to attend training seminars that may be outside of your School's normal business hours with no additional pay. In the event that an employee must leave early or is unable to attend a scheduled training (i.e. Professional Development sessions), during their normal work hours, an employee MUST put in a time-off request according to the time-off policy. Employees may also be required to attend make-up sessions of any missed training. Failure to comply with this policy may result in disciplinary action.

TIME RECORDS (NON-EXEMPT EMPLOYEES)

Non-exempt employees must accurately complete time records within the School's time keeping system on a daily basis. Each time record must show the exact time work began and ended, the meal periods taken, and employee signature. Absences and overtime must be accurately identified on ~~the employee's your~~ time record. Non-exempt employees are not allowed to work "off the clock." All time actually worked must be recorded. ~~You cannot record time and/or submit a time record for another employee.~~ Each employee must sign and submit his or her own time record. ~~Employees must record all time actually worked.~~

Exempt employees must report full days of absence from work. Deductions from an

exempt employee's salary will be made only in accordance with applicable law. Employees should immediately contact Human Resources with any questions concerning their pay so that inadvertent errors can be corrected.

OVERTIME

All non-exempt employees are required to obtain approval from their supervisor prior to working overtime or double-time. Failure to obtain such approval may subject an employee to discipline, up to and including termination. However, in all cases, the School will compensate its non-exempt employees for all hours worked.

OFF THE CLOCK WORK

Your School prohibits all non-exempt employees from working off the clock at any time. All time worked must be recorded on the employee's timesheet. This includes the use of laptops, computers, PDAs or cell-phones to check work email, voicemail or to send text messages after hours.

MEAL AND REST PERIODS (NON-EXEMPT EMPLOYEES)

All non-exempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During ~~the your~~ meal periods and rest periods, ~~employees you~~ may not work at all ~~and. You are~~ excused from all duties. ~~In addition, please understand that you may not combine. R~~required meal or rest periods ~~may not be combined~~ in order to take a longer break. ~~Employees Also, you~~ may not miss a required meal or rest period in order to start work later or leave work earlier. In the rare event that ~~an employee you~~ believes ~~they you~~ cannot take a meal or rest period, or ~~is you are~~ unable to take a full meal or rest period pursuant to School policy or ~~you~~ must begin ~~theyour~~ meal period more than five hours after ~~the your~~ work period began, ~~they you~~ must notify Human Resources in advance whenever ~~possible and as soon as possible (and, in any event, as soon as possible)~~ so that the proper measures may be taken. Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

Meal Periods

Non-exempt employees (hourly employees) scheduled to work more than five hours in a day are given a 30-minute duty-free unpaid meal period. The meal period must be taken before the fifth (5th) hour of work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period no later than 12:00 p.m. (noon). The employee may waive this meal period if his/her workday will be completed within a total of six hours or less. To waive a meal period, the employee must receive prior written approval from their supervisor and complete a "Meal Period Waiver" form.

If an employee's day exceeds ten hours of work time, the employee is entitled to an additional 30 minute duty-free meal break. The employee only may waive this second meal period if he/she has taken the required first meal break of at least 30 minutes and his/her workday will not exceed 12 hours. To waive the second meal period, the employee must receive prior written approval from their supervisor and complete a

“Second Meal Period Waiver” form.

Non-exempt employees must observe assigned working hours, the time allowed for meal periods, and report any missed, late or short meal periods on that days' time record and to the employee's supervisor immediately. The meal period must be accurately recorded on the employee's timesheet. Meal periods are unpaid time and employees are free to leave the premises, **if working at a site**. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday.

Rest Periods

Non-exempt employees are authorized and permitted to take a 10-minute rest period for each four (4) hours of work or major portion thereof. ~~The~~**Your** supervisor may schedule ~~the your~~ rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time ~~and, they~~ cannot be waived by the employee in order to shorten the workday or used towards additional time off.

Hours Worked	Number of Rest Periods
3.5 hours to 6 hours	One 10-minute rest period
Over 6 hours to 10 hours	Two 10-minute rest periods
Over 10 hours to 14 hours	Three 10-minute rest periods

Non-exempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period immediately as set forth below. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

Reporting Missed, Late or Short/Interrupted Meal and Rest Periods

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period – for any reason – must immediately report this issue in writing (via email) to Human Resources on the same workday that he or she experienced the non-compliant meal or rest period. The employee must include a description providing a thorough explanation for the non-compliant meal or rest period.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an “authorized” meal period at the time provided by your school), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a client call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must

report the reason for the non-compliant meal or rest period to Human Resources.

PAYDAYS

Employees are paid semi-monthly in accordance with the School's payroll schedule. ~~Employees~~The Payroll Coordinator or his or her designee will distribute checks to ~~those~~ who do not have direct deposit ~~will receive their checks via mail~~. If a normally scheduled pay day falls on a weekend or holiday, paychecks will be ~~mailed~~distributed the preceding business day.

A written, signed authorization is required for mail delivery or for delivery of ~~your~~ paycheck to any other person ~~other than the employee~~. If ~~you have an~~ automatic deposit ~~is used~~ for ~~the~~your paycheck, ~~the~~your funds will be deposited to the financial institution ~~you requested by the employee~~ by the end of business on the scheduled payday. While an automatic deposit may actually credit to ~~the~~ employee's~~your~~ account before ~~the~~your actual "payday," the School is not responsible for automatic payments or withdraws dated prior to ~~the~~your actual payday and ~~the employee~~you should not depend on early deposits of ~~your~~ pay. If a wage garnishment order is received by your School for ~~anone of our~~ employees, ~~the school is~~we are obligated by law to comply with the demand. The affected employee will receive notice from his or her supervisor or Human Resources as soon as possible.

DEFERRED PAY

Starting in the 2023-2024 school year, the Sequoia Grove Schools are ~~moving~~planning ~~to move~~ to a 10.5 month (21 pay period) for all Salary Schedule A & B staff and an 11 month (22 pay period) for all Salary Schedule C staff payroll year. This is to assist the Charters with better aligning employment contracts, pay schedules, and staff calendars.

The schools are offering an optional deferral (summer hold back program) starting in the 2022-2023 school year to assist staff with creating a paycheck for the remaining two (2) or three (3) pay periods in the 2023-2024 school year. This will not impact ~~the~~your total salary of an employee.

~~Employees~~Staff will have the opportunity to opt-in or opt-out of the summer hold back program. ~~Employees who~~If staff choose to opt-in to the program, ~~they~~will be able to choose the deferred amount per paycheck to be withheld allowing flexibility on the amount that will be paid on the two (2) or three (3) "deferred" paychecks. Once the amount is selected and set by the Payroll Team, it cannot be changed ~~for that school year~~.

PAYROLL WITHHOLDINGS

The School is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (STRS for eligible credentialed faculty) and State Disability Insurance from each employee's paycheck as

outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, ~~theyour~~ School must comply with that order within the time allowed by law, and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

If an employee believes an error has been made in his or her pay or deductions ~~theyour~~ School will work in good faith to resolve errors as soon as possible. The employee should notify the Payroll Coordinator or his or her designee of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then he or she should ask Human Resources to explain it. The employee may change the number of withholding allowances he or she wishes to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W4 or DE4 form and submitting it to Human Resources.

Section 5 - Conditions of Employment

IMMIGRATION LAW COMPLIANCE

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

CREDENTIAL REQUIREMENTS

~~All If you are a~~ credentialed ~~employees team member, you~~ must provide copies of ~~your~~ credentials, official transcripts, and/or test scores prior to ~~theyour~~ first day of ~~actual~~ work. Failure to provide these documents may delay ~~an employeesyour~~ ability to begin work. ~~EmployeesYou~~ are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both ~~theyour~~ Executive Director and the School with verification of renewals. Failure to provide these updated documents to the School may result in suspension without pay until such time as the necessary documentation has been provided. If an ~~employee teacher~~ fails to obtain the appropriate credential, or allows a credential, certificate, registration, or required course deadline to expire, or fails recertification, training, or testing, the School reserves the right to suspend the teacher without pay until the teacher's credential is cleared, or release the teacher from at-will employment as necessary.

TEACHER INDUCTION

~~The~~~~Your~~ school does not offer Teacher Induction. Please refer to the California Commission on Teacher Credentialing [and board policy in relation to the schools' Teacher Induction Policy](#).

RESIDENCY REQUIREMENTS

All employees with in-person requirements as part of their job description are required to live and reside in California, in the region where students are served. ~~Employees are not permitted to work for the School while out of the state of California, unless on a pre-approved basis.~~ All approved out of area employees will have this listed within their employment contract, i.e 100% virtual contract.

TEMPORARY RESIDENCY

Temporary Residency for Certificated Employee: All certificated employees (with in-person requirements as part of their job description) who are seeking to relocate with a temporary residence are required to: Write a "Temporary Residency Request" to their supervisor and Executive Director [or designee](#) minimum of 5 days prior to departing primary residence.

Certificated employees must obtain written approval from their supervisor and Executive Director [or designee](#) for the Temporary Residency to be granted. Failure to do so, will result in a dock in pay for days absent. Temporary Residency may be approved for a maximum of two weeks and the Certificated employee is expected to continue and perform all job duties per their job description, communicate and execute all job duties with students, colleagues, and all work-related entities. [All full time c](#)Certificated employees are expected to continue to be available between the scheduled hours of 8:30am-5pm [Pacific Time](#). Though a temporary residency may not be the norm, employees are encouraged to review the other leave policies outlined in the Employee Handbook that may be deemed more appropriate for the circumstance. Temporary Residency is not to be construed as a vacation, as only [employees working over 210 days Administration \(Schedule D\) and Classified](#) ~~has~~ [has](#) PTO in their contract. All Certificated staff, please refer to the Leave policies or Human Resources for more clarification.

TUBERCULOSIS TEST

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

or termination.

TB Clearance is good for four years and it is the employee's responsibility to remain in compliance and ensure the School has a valid certificate on file.

CRIMINAL BACKGROUND CHECK

As required by law, all individuals working or volunteering at the School will be required to submit to fingerprinting and a criminal background investigation. The School shall, on a case-by-case basis, determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

CHILD ABUSE AND NEGLECT REPORTING ACT

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

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

While each employee has the responsibility to ensure the reporting of any child he/she suspects is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. Teachers or staff who become aware of suspected child abuse should report the suspicions as required. All employees will be mandated child abuse reporters and will participate in annual training, follow all applicable reporting laws and the same policies. ~~The~~Your School's Child Abuse and Neglect Policy will contain detailed policies and procedure for the immediate reporting of suspected child abuse and neglect. All appropriate staff are required to certify knowledge of the policy annually, and employees shall receive mandated reporter training annually. ~~The~~Your school will provide this training, as well as other trainings, mandated by law during the ~~first month of the school year. week before school begins.~~

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

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

PERSONNEL FILES

An employee or former employee (or designee) has the right to inspect or receive a copy of his or her personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to Human Resources. All requests should be put in writing preferably on the form maintained by the School. If the request includes a request for copies, the employee or former employee may be required to pay for the actual costs of copying. The Employer will respond to such a request within 30 days of receipt of the written request. Employees are not entitled to inspect or copy: letters of reference, records that relate to an investigation of possible criminal activity, ratings, reports, or records obtained prior to employment, prepared by examination committee members or obtained in connection with a promotional examination.

CHANGES IN EMPLOYEE INFORMATION

An employee is responsible for notifying Human Resources about changes in the employee's personal information and changes affecting the employee's status (ex. name changes, address or telephone number changes, marriages or divorces, etc.) This notification by the employee must occur as close to the change as possible, but no later than 30 days following the change.

Section 6 - Performance

PERFORMANCE EVALUATIONS

~~Performance evaluations: The purpose of a staff evaluation is to safeguard and improve the quality of educational support and service received by students and families by SCOA-EE employees and to provide staff with important feedback to improve their practice and identify options for professional development and growth. Every staff member will be evaluated on an~~ Every staff member will be evaluated annually or biennially per administrator discretion. Evaluations will be conducted in the spring of each school year. ~~and will be completed no later than thirty (30) calendar days before the end of the employee's scheduled work year. annually basis. or biennially per administrator discretion. Evaluations will be conducted in the spring of each school year and will be completed no later than thirty (30) calendar days before the end of the employee's scheduled work year. to provide both employees and supervisors with the opportunity to discuss the employee's position, tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving performance. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. The employee's supervisor may identify opportunities for professional growth. It is not a right of any employee to be provided a performance~~

plan. A signed copy of the Final Evaluation and any supporting documents shall be kept on file with the HR Director.



Certificated Staff:

At the start of each academic year, each certificated staff member will meet with their Supervisor or Instructional Team Advisor to establish and/or review Performance Objectives or SMART Goals for that school year. The certificated staff member will put these objectives in writing and complete a pre-evaluation template to be provided by their Supervisor or Instructional Team Advisor. The Immediate Supervisor will evaluate the certificated staff member annually or biennially per administrator discretion. Evaluations will be conducted in the spring of each school year and will be completed no later than thirty (30) calendar days before the end of the employee's scheduled work year.

The evaluation will be based on factors including the certificated staff member's job description, accomplishment of the Performance Objectives, and standards for teaching performance. In addition to these more formal performance evaluations, the School encourages employees and their supervisor to discuss your job performance on an ongoing basis.

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

Classified Staff:

Formal evaluations are generally held once each year. Employees will be provided a copy of the evaluation tool and as part of the process, you will do a self-evaluation. The direct supervisor may schedule your evaluation time in advance so that the employee is prepared for the process. In addition to these more formal performance evaluations, the School encourages staff members and supervisors and your supervisor to discuss their job performance on an ongoing basis.

Section 7 - Leaves

FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT¹

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

serious health condition of the employee's child, parent, or spouse. CFRA further allows for 12 work weeks of leave to care for the serious health condition of the employee's grandchild, grandparent, [parent-in-law](#), domestic partner, or sibling.

Child means a biological, adopted, or foster child, a stepchild, a legal ward, a child of domestic partner, or a person to whom the employee stands in loco parentis. Parent means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. For ease of reference in this policy, all leave taken under FMLA and CFRA will be referred to as "FMLA Leave," except to the extent that leave under FMLA and CFRA do not overlap. It is also the policy of the School that it will not interfere with, restrain, or deny any employee's rights provided by FMLA and CFRA. FMLA leave runs concurrently with Pregnancy Disability Leave, while CFRA leave does not.

Eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence, and, for purposes of FMLA leave only, are employed at a worksite where there are 50 or more employees of the School within 75 miles.

Ordinarily, ~~the employee~~~~you~~ must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, ~~the employee~~~~you~~ must request the leave as soon as possible. ~~Please~~~~you should~~ use the School's request form, which is available upon request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

1. The birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. The care of the employee's spouse, child, parent,, or registered domestic partner with a "serious health condition";
3. The care of a grandchild, grandparent, [parent-in-law](#), domestic partner, or sibling with a serious health condition. Leave taken pursuant to this section is available only through CFRA and not FMLA. As such, FMLA does not run concurrently with leave taken for the employee's grandchild, grandparent, domestic partner, or sibling with a serious health condition.
4. The "serious health condition" of the employee;
5. The care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty or that existed before the beginning of the member's active duty and was

aggravated by service in the line of duty; or

6. Any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, registered domestic partner, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. Domestic partner leave under this section is only available through CFRA and not FMLA.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital or other medical care or residential health care facility or continuing treatment or supervision by a health care provider. ~~Employees~~**You** may take a leave under paragraphs (2) or (3) above only if due to a serious health condition, ~~or a your~~ spouse, child, grandchild, grandparent, sibling, parent, or registered domestic partner requires care or assistance as certified in writing by the family member's health care provider. If ~~you are~~ seeking a leave under paragraph (4) above, ~~the employee~~**you** must provide the School with a medical certification from ~~a your~~ health care provider establishing eligibility for the leave, and ~~the employee~~**you** must provide the School with a release to return to work from the health care provider before returning to work. ~~The employee~~**You** must provide the required medical certification, ~~which can be obtained from Human Resources~~, to the School in a timely manner to avoid a delay or denial of leave. ~~You may obtain the appropriate forms from Human Resources.~~

Family and medical leave is unpaid and may be taken for up to 12 workweeks during the designated 12-month period (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against ~~the employee's your~~ state and federal family and medical leave entitlements to the fullest extent permitted by law. ~~The employee~~**You** will be required to use any available sick time during unpaid family and medical leave. ~~The employee~~**You** will also be required to use any available paid sick leave during unpaid family and medical leave that is due to ~~the employee's your~~ own or a family member's serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available paid sick leave.

Benefit accrual, such as PSL, PTO, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During a

family and medical leave, group health benefits will be maintained as if ~~you were~~ continuously employed. However, ~~the employee you~~ must continue to pay ~~his/hers~~ your share of applicable premiums (for ~~themselves/yourself~~ and any dependents) during the leave.

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

If ~~the employee you~~ does not return to work on the first workday following the expiration of an approved family and medical leave, ~~the employee you~~ will be deemed to have resigned from ~~his/hers~~ your employment. Upon returning from such a leave, ~~the employee you~~ will normally be reinstated to ~~their your~~ original or an equivalent position and will receive pay and benefits equivalent to those ~~you~~ received prior to the leave, as required by law. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any "key" employee who is not eligible for reinstatement.

Before an employee will be permitted to return from leave taken because of their own serious health condition, the employee must obtain a certification ~~from their health condition, the employee must obtain a certification~~ from their health care provider ~~certifying the ability of the employee that they are able~~ to resume work.

If ~~an employee you has have~~ any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact Human Resources.

2022 COVID-19 SUPPLEMENTAL PAID SICK LEAVE

Covered employees in the public or private sectors who work for employers with 26 or more employees are entitled to up to 80 hours of 2022 COVID-19 related paid sick leave from January 1, 2022 through September 30, 2022, immediately upon an oral or written request to their employer, with up to 40 of those hours available only when an employee or family member tests positive for COVID-19.

A full-time covered employee may take up to 40 hours of leave *if the employee is unable to work or telework for any of the following reasons:*

- Vaccine-Related: The covered employee is attending a vaccine or booster appointment for themselves or a family member or cannot work or telework because they have vaccine--related symptoms or are caring for a family member with vaccine-related symptoms. An employer may limit an employee to 24 hours or 3 days of leave for each vaccination or booster appointment and any consequent side effects, unless a health care provider verifies that more recovery time is needed *

- Caring for Yourself: The employee is subject to quarantine or isolation period related to COVID-19 as defined by an order or guidance of the California Department of Public Health, the federal Centers for Disease Control and Prevention, or a local public health officer with jurisdiction over the workplace; has been advised by a healthcare provider to quarantine; or is experiencing COVID-19 symptoms and seeking a medical diagnosis
- Caring for a Family Member: The covered employee is caring for a family member who is subject to a COVID-19 quarantine or isolation period or has been advised by a healthcare provider to quarantine due to COVID-19, or is caring for a child whose school or place of care is closed or unavailable due to COVID-19 on the premises

* A full-time covered employee may take up to an additional 40 hours of leave *if the employee is unable to work or telework for either of the following reasons:*

- The covered employee tests positive for COVID-19
- The covered employee is caring for a family member who tested positive for COVID-19.*

*A family member includes a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling.

Part-time covered Employees: Part-time covered employees may take as leave up to the amount of hours they work over two weeks, with half of those hours available only when they or a family member test positive for COVID-19.

[For more information, please visit the 2022 COVID-19 Supplemental Leave Policy linked](#)

PREGNANCY DISABILITY LEAVE

The School provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to Human Resources. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

The School will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a healthcare provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, the School may require the employee to transfer temporarily to

an available alternative position. This alternative position will have an equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any unused allotted sick time during any unpaid portion of pregnancy disability leave. Employees may also elect to use any available PTO during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available sick leave.

Benefit accrual, such as PTO, sick leave, and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if ~~you were~~ continuously employed. However, ~~the employee~~ you must continue to pay ~~their~~ your share of applicable premiums (for ~~themselves~~ yourself and any dependents) during the leave.

Additionally, if an employee does not return to work after the expiration of the pregnancy disability leave, and the reasons for failure to return to work do not include one of the following: 1) the employee is on CFRA leave; or 2) the continuation, recurrence or onset of a health condition entitling the employee to pregnancy disability leave in the first instance, or a non pregnancy-related medical condition requiring other leave or other circumstances beyond the control of the employee, the School reserves the right to recover from the employee the premium the School paid for the employee's group health plan while out on leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the School with at least one week's advance notice of the date she intends to return to work.

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

If ~~an employee~~ you ~~has~~ have any questions regarding pregnancy disability leave,

please contact Human Resources.

ADDITIONAL LEAVES

Some of the following leaves are designated with asterisks, which means that application and employee eligibility requirements of the leave (either in part or in whole) depends on whether the School employs the minimum number of employees indicated below. Policies without an asterisk apply regardless of the number of School employees.

*The School has 15 or more employees

**The School has 16 or more employees

***The School has 25 or more employees

Should ~~an employee have you have~~ any questions as to eligibility requirements of any leave policy, please contact Human Resources.

MILITARY SPOUSE LEAVE

An eligible employee-spouse ~~or registered domestic partner~~ of a qualified service member is entitled to take ten (10) days unpaid leave during a period when the spouse is on leave from deployment during a period of military conflict. An eligible employee must work an average of 20 hours per week; must provide notice of his or her intention to take the leave within two (2) business days of receiving official notice that the service member will be on leave; and submit written documentation certifying that the service member will be on leave during the time the leave is required. The employee may use available PSL or PTO for this leave.

WORKERS' COMPENSATION LEAVE

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration leave will depend upon the rate of recovery and the medical provider's recommendation. Workers' compensation leave will run concurrently with any other applicable medical leave of absence (i.e. FMLA/CFRA if applicable). Human Resources will reach out to employees that have requested a workers' compensation leave regarding employer provided health insurance benefits. If ~~the employee you have~~ any questions concerning this leave and/or any benefit related questions, please contact Human Resources.

BEREAVEMENT LEAVE

The School provides regular full-time employees up to three (3) days of paid bereavement leave, beyond ~~sick or personal time~~, due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, domestic partner, dependent, sibling, stepsibling, grandparent or grandchild. If a funeral is more than 500 miles from ~~the employee's your~~ home, ~~employee you~~ may receive paid leave for five (5) days with prior approval from ~~theyour~~ supervisor.

JURY DUTY LEAVE

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In

addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an excuse from jury/witness duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

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

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

TIME OFF TO VOTE

The School will allow any non-exempt employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time without loss of pay to vote. The request must be made at least two (2) working days in advance. The time must be at the beginning or end of the employee's regular shift, whichever allows the most free time for voting and the least time off from work unless the School and the employee agree otherwise. ~~The employee may be required to prove he or she is a registered voter.~~

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Available PTO may be used for this time off. Nothing in this policy requires the employee to bring his or her mail (absentee) ballot to work, including mailing such absentee ballots from work.

SCHOOL ACTIVITIES LEAVE

The School encourages employees to participate in the school activities of ~~his/her~~~~their~~ child(ren). If ~~the employee is you~~~~are~~ the parent, legal guardian, stepparent, foster parent, grandparent, person standing *in loco parentis* of a child who is in school up to grade 12, or who attends a licensed daycare facility, ~~employee~~~~you~~ may take up to 40 hours of unpaid leave per year to participate in the activities of the school or daycare facility, to find, enroll or reenroll ~~the employee's~~~~your~~ child in a school or with a licensed childcare provider and/or to address a childcare provider or school emergency.

The leave is subject to all of the following conditions:

- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each year;
- Unless it is an emergency, employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If the School employs both parents, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is

- approved by his or her supervisor;
- Employees must use existing PTO in order to receive compensation for this time off;
- Employees who do not have paid time off available will take the time off without pay.
- Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed childcare/day care facility.

SCHOOL APPEARANCE/~~SUSPENSION LEAVE~~

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

This leave is unpaid but the employee may choose to use available PTO. ~~The employee~~ You will not be discharged or discriminated against because of an absence protected by this law.

CRIME VICTIM LEAVE

Employees are allowed to be absent from work for various reasons related to crime or abuse if:

- The employee is a victim of a crime;
- An immediate family member is a victim of a crime (immediate family member means: spouse, registered domestic partner, child, step- child, adoptive child, foster child, legal ward of the court, adopted child, a child of a domestic partner, a child to whom the employee stands in loco parentis, a person to whom the employee stood in loco parentis when the person was a minor, sibling, step-sibling, foster sibling, adoptive sibling, half-sibling, parent, step-parent, or the child or a registered domestic partner, or any other individual whose close association with the employer is the equivalent of any of these family relationships)
- "Victim of crime" means a victim of stalking, domestic violence, or sexual assault, victim of crime that caused physical injury or that caused mental injury and a direct threat of physical injury or a person whose immediate family member is deceased as the direct result of crime
- Leave may be taken for any of the following reasons:
- An employee may take leave to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding;
- An employee victim may take time off to obtain or attempt to obtain any relief, which includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child
- An employee victim to seek medical attention for injuries caused by crime or abuse
- ~~An employee victim to seek medical attention for injuries caused by crime or abuse~~

- An employee victim to obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of crime or abuse
- An employee victim to obtain psychological counseling or mental health services related to an experience of crime or abuse
- An employee victim to participate in safety planning and to take other actions to increase safety from future crime or abuse, including temporary or permanent relocation
- An employee is entitled to attend judicial proceedings relating to crimes listed below relating to that crime or those crimes against an immediate family member victim, a registered domestic partner of a victim or the child of a registered domestic partner of a victim: 1) A violent felony as defined in Penal Code section 667.5(c); 2) A serious felony as defined in Penal Code section 1192.7(c); or 3) A felony provision of law proscribing theft or embezzlement.

An employee must give reasonable advance notice to the School by providing documentation of the proceeding, unless advanced notice is not feasible. Documentation may be from any of the following:

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

When an unscheduled absence occurs, the School shall not take action against the employee if the employee, within a reasonable time after the absence, provides a certification to the employer.

Documentation may be from any of the following:

- A police report indicating that the employee was a victim
- A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
- Documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
- Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized by this Crime Victim Leave.
- This leave is unpaid but the employee may choose to use available PSL or ~~personal time off~~ (PTO). **The employee** will not be discharged or discriminated against because of an absence protected by this law. The School will also, to the extent possible and allowed by law, maintain the confidentiality of an employee requesting leave under this provision

DOMESTIC VIOLENCE LEAVE

If an employee is you are the victim of domestic violence, sexual assault, or stalking, the employee you may be entitled to a reasonable accommodation for their your safety while at work. Reasonable accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock, assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime, or referral to a victim assistance organization. The School is not required to undertake an action that constitutes an undue hardship on its business operations. If an employee you requires a reasonable accommodation in line with this policy, please contact the School's human resources manager.

Employees You will not be discharged, discriminated against, or retaliated against because of a request for an accommodation under this policy.

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

MILITARY LEAVE

California's military leave laws, found at Military & Veterans Code section 389 et seq. and the Uniformed Services Employment and Reemployment Rights Act ("USERRA") found at 38 U.S.C. Section 4301 et seq., ensure that employees are not adversely affected in their employment after taking leave for military service.

Individuals who are employed in California are entitled to up to 30 days of paid military leave for active duty (including active duty training). The paid military training does not cover leave for inactive duty training, such as drills. To supplement any lost income, the employee may elect to use PTO time or any other paid leave time available through the employer. The employer is not allowed to force the employee to use their accrued paid leave time.

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~~Employees who serve in the military and are entitled to a military leave of absence without pay from the School under applicable laws should notify Human Resources regarding the need for military leave. Please see Human Resources for more information regarding job reinstatement rights upon completion of military service.~~

Military Spouse Leave

Under California's Military Spouse Leave Law, eligible employees who work 20 or

more hours per week and the employer has 20 employees or more, can take military spouse leave. This provides for up to 10 days of unpaid leave while a military spouse is away on deployment.

ADULT LITERACY LEAVE

Pursuant to California law, the School will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an adult literacy education. However, **the employeeyou** may utilize available PTO if employeeyou wants compensation for this time off. If **the employeeyou** does not have any PTO available, employeeyou will be permitted to take the time off without pay.

Literacy Education Leave

California provides for allowing employees to take unpaid leave to participate in an adult literacy program. Employers must make reasonable accommodations to assist any employee with illiteracy problems who requests participation in an adult literacy program. Literacy education leave is time off work granted to an adult employee who reveals that he or she has a problem with illiteracy. Illiteracy is the condition of being unable to, or have great difficulty with, reading and writing. Time off from work as a result of illiteracy is granted by the Employee Literacy Assistance Act.

The employee may take time off to learn to read if the below three conditions apply:

- The employee works for a private employer.
- The private employer regularly employs 25 or more employees.
- The employee is illiterate and discloses that illiteracy to his or her employer.

Employer Expectations

An employer is expected to:

- Make reasonable accommodations for any employee, who reveals a problem of illiteracy, and requests assistance in enrolling in an adult literacy education program.
- Assistance includes but is not limited to: helping the employee locate literacy education programs, enrolling in literacy education programs, or arranging for a tutor or other provider of literacy education services to visit the employee's place of work

ORGAN DONOR / BONE MARROW DONOR LEAVE

Pursuant to California law, the School will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person. In addition, the School will provide up to 30 business days of paid leave within a one-year period and up to another 30 business days of unpaid leave within a one-year period to an employee who donates an organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months. The School requires that bone marrow donors use up to five days of available accrued PSL or ~~vacation~~ **leave, including unpaid leave, time**

during the course of the leave. Organ donors must use up to ten days of available accrued PSL or ~~leave, including unpaid leave~~ vacation time during the course of the leave.

~~The employee will also be given an additional unpaid leave of absence, not exceeding 30 business days in a one-year period, when that employee is an organ donor, for the purpose of donating the employee's organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.~~ To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide the School with written verification of ~~the employee's his or her~~ status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, the School will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give the School as much notice as possible of the intended dates upon which the leave would begin and end.

This leave does not run concurrently with FMLA/CFRA. ~~Employees~~**You** may take this leave incrementally, as medically necessary, or all at one time. All health benefits shall be maintained during this leave to the extent they exist at the time of the leave. This leave shall not be considered a break in service and the employee shall continue to receive paid time off and other benefits as if they had continued working. An employee shall not have any greater rights during this leave than if he or she had been actively working during this time, but will be reinstated to their same or equivalent job prior to the leave. No employee shall be discriminated or retaliated against for taking an organ donation or bone marrow leave.

DRUG & ALCOHOL REHABILITATION LEAVE

Your School will reasonably accommodate any employee who volunteers to enter an alcohol or drug rehabilitation program, if the reasonable accommodation does not impose an undue hardship on the School. Reasonable accommodation includes time off without pay and adjusting work hours. ~~The employee~~**You** may use allotted and unused sick leave. All reasonable measures to safeguard ~~their~~ **your** privacy will be maintained.

This policy in no way restricts your School's right to discipline an employee, up to and including termination of employment, for violation of your School's Substance and Alcohol Policy.

VOLUNTEER CIVIL SERVICE LEAVE

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

CIVIL AIR PATROL LEAVE

The School provides eligible employees who are volunteer members of the California

Wing of the Civil Air Patrol and are called to emergency operational missions up to (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the School.

To be eligible, employees must have been employed with the School for 90 days immediately preceding the commencement of leave. Additionally, the School may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken. Employees may use available paid time off for leave taken under this policy. The notice and eligibility requirements for any such paid time off will generally apply to an employee's request for use of PTO under this policy.

Section 8 - Benefits

SCHOOL HOLIDAYS

The School observes 12 paid holidays during the year:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

To be eligible for holiday pay, an employee must be full-time and non-exempt and must work both the business day before and after the holiday. Part-time employees, temporary employees, exempt employees and teachers are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays. Eligible employees will receive time off with pay at their regular rate of pay on the School- observed holidays listed above. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or following Monday. However, the School may close on another day. Holiday observance will be announced in advance. The School reserves the right to change this policy at any time, with or without notice.

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if ~~the employee you receives~~ ~~receive~~ 8 hours of holiday pay on Monday and works 40 hours Tuesday-Saturday (8 hours/day), ~~the employee you~~ will not be eligible

for overtime.

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

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

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

PAID TIME OFF (PTO) - SCHEDULE D-ADMINISTRATION & SCHEDULE E-CLASSIFIED

Full-time Administrative (Schedule D) and Full-Time Classified (Schedule E) school employees are entitled to paid time off (PTO) according to this policy. PTO days may be used for ~~vacation, personal time,~~ illness, or time off to care for family or dependents. All other employees, including teachers, temporary employees, and part time employees are not eligible to receive or accumulate PTO. PTO must be scheduled at least five (5) days in advance and approved by ~~their~~ ~~your~~ supervisor, except in the case of an illness or emergency. In the case of illness or emergency ~~the employee is-~~ ~~you are~~ required to contact ~~their~~ ~~your~~ immediate supervisor at least one (1) hour before ~~their~~ ~~your~~ shift begins, if possible or otherwise as soon as practicable. Employees using extended PTO time (in excess of three (3) days) must submit a request at least two (2) weeks before the extended PTO or, if used as sick time, the employee may be required to submit a doctor's release upon return to work. ~~The Your~~ ~~Supervisors~~ uses ~~their~~ ~~his~~ ~~her~~ discretion to approve PTO without advance notice.

Unless used for illness related purposes, PTO may not be taken the last week of the school year, or on scheduled in-service and/or training days, testing administration day, or immediately before or after holidays without supervisor's permission.

22/23 school year

All full-time Salary Schedule D (Administration) and E (Classified) will have the ability to carry (roll-over) up to 40 hours (5 days) of unused PTO from the 21/22 school year to the 22/23 school year. These employees will be allotted a new 40 hours (5 days) of PTO on July 1, 2022, for the 22/23 school year for a max of 80 hours (10 days) including the new PTO hours and any carry over that was left.

Updates for the 23/24 school year

After the 22-23 school year, the Sequoia Grove Schools will no longer carry over

unused PTO to subsequent school years. All full-time Salary Schedule D (Administration) and E (Classified) will continue to receive 40 hours (5 days) of PTO on July 1st of each school year.

22/23	23/24
<ul style="list-style-type: none"> ● Carry over a max of 40 unused PTO hrs from 21/22 ● Received 40 PTO hrs ● Max 80 PTO hrs 	<ul style="list-style-type: none"> ● No PTO carry over ● Received 40 PTO hrs

~~All full-time Administrative and Classified, School employees may be eligible to receive up to 480 hours of PTO per school year (July 1 – June 30) Each year, eligible employees will begin accruing PTO at 6.66 hours per month. For the 22/23 school year School Administration and Classified employees can accumulate, up to ten days (80 hours) of PTO per school year (July 1 – June 30). 40 hours of Unused PTO days will carry over from the 21/22 school year to the 22/23 school year subject to a cap of 205 days (4160 hours). Starting 23/24 school year unused PTO days will no longer carry over to subsequent school years.~~

Employees hired after July 1 will receive a prorated amount based off of months worked in the school year. This time will be accrued monthly at 63.33 hours per month. PTO days will not accumulate during any unpaid leave of absence.

The following terms also apply to PTO:

- For both non-exempt and exempt employees, ~~vacation~~ leave, including unpaid leave, time may be taken in minimum increments of .25 hours. If an exempt employee absents himself or herself from work for part or all of a workday, he or she will be required to use available PTO to make up for the absence.
- In the event an employee has exhausted his or her PTO, any additional time off must be approved by their supervisor and will be taken without pay.
- Any employee who misses three (3) consecutive days of work without notice to their supervisor may be deemed to have abandoned his/her job and voluntarily resigned from employment.
- Upon separation of employment, employees will be paid their earned PTO based on their date of separation and their regular rate of pay.
- To the extent permitted by law, PTO accumulated prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave.

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise eradicate this policy at its sole and absolute discretion to the extent allowed by law.

SICK LEAVE

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave (“PSL”) to eligible employees.

Eligible Employees

All employees (including teachers, part-time and temporary employees) who work for the School more than 30 days within a year in California are allotted PSL as set forth in this policy.

Permitted Use

Eligible employees may use their allotted PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee’s family member. For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law. Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

Allotment

PSL days are allotted as set forth below to eligible employees:

- Full-time employees:
 - Each year, eligible employees will begin accruing PSL at 6.66 hours per month, up to ten days (80 hours) of PSL per school year (July 1 – June 30).
 - Unused PSL days will carry over year to year subject to a cap of 18 days (144 hours).
 - Employees hired after July 1 will receive a prorated amount based off of months worked in the school year. This time will be accrued monthly at 6.66 hours per month.

- ~~All other eligible employees:~~

~~All other eligible employees will be allotted three days (24 hours) of PSL each school year (July 1 – June 30) on July 1 or on his or her first day of employment, even if hired mid-year. PSL days are “use it or lose it” and, as such, do not carry over from year to year.¶~~

- ~~All eligible PT employees will be allotted three days (24 hours) of PSL each school year (July 1 – June 30) on July 1 or on the first day of employment, even if hired mid-year. PSL days are “use it or lose it” and, as such, do not carry over from year to year.~~

Changes for PSL Accrual for 23/24 School Year

With the 23/24 payroll deferral (moving from a 12-month to an 11-month payroll) the accruing of paid sick leave will also change to align with the work year and payroll.

What does this mean?

This means that you accrue PSL at a different rate per month starting in the 23/24 school year.

22/23	23/24
6.66 hrs per month across 12 months	7.27 hrs per month across 11 months

Limits on Use

Eligible employees may use PSL beginning on the 90th day of employment. PSL may be taken in minimum increments of .25 hours. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use PSL to make up for the absence.

Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable. If ~~the employee is~~~~you are~~ out using sick time for more than 3 consecutive days a doctor's note is required to return to work. If a doctor's note is not supplied it will be unapproved unpaid time off unless previously arranged with ~~the employee's~~~~your~~ Director.

Termination

Employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination.

No Discrimination or Retaliation

The School prohibits discrimination or retaliation against employees for using their PSL.

PAID SICK LEAVE DONATION POLICY

Personal Hardship

Employees who have exhausted all paid sick leave (PSL) may request donations from co-workers through this policy. The PSL donation policy applies to employees suffering from a catastrophic illness or other medical emergency, which for the purposes of this policy, constitutes an employee's or a family member's medical condition that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all PSL available.

Eligibility

Employees who are experiencing hardship due to a catastrophic illness or medical emergency are eligible to request and receive donations of PSL from other employees who have agreed to surrender leave to the School sponsored leave bank.

Requests for Donations

A written request for PSL donations that describes the specific medical emergency or medical condition must be submitted to Human Resources. Human Resources will verify the employee's eligibility, and make a written determination which will be given to the employee as soon as practical.

Donations of Paid Leave

Employees who have more than 24 hours of PSL and who wish to donate PSL to the School sponsored leave bank on behalf of an eligible employee shall complete a PSL Donation Form indicating the number of PSL hours to be donated and the employee, if any, who the employee requests receive the benefit of the donation. All such donations are voluntary and irrevocable.

1. Donating employees must maintain a minimum of 24 hours of PSL after reducing their leave balance to effect the donation.
2. In any 12-month period, no employee may donate more than 40 hours.
3. Voluntary donations of PSL are final upon submission of a signed PSL Donation Form that satisfies the conditions established by this policy. The donating employee's PSL balance account shall thereupon be reduced by the hours donated.
4. Donated hours not used by the eligible employee during the hardship period shall remain in the eligible employee's PSL account balance.
5. The names of donating employees, hours donated, and the value of such donations shall be kept confidential to the extent possible.

Valuation of Donated PSL

The value of the donated paid leave shall be determined by multiplying the number of hours donated by the donating employee's current hourly rate to determine the value of the donation in dollars ("Donation Value"). The Donation Value shall then be divided by the eligible employee's current hourly rate to determine the number of hours to be added to the eligible employee's PSL balance. Human Resources shall periodically notify the eligible employee of donations made pursuant to this policy. The eligible employee may then request to receive payment for these hours, which will be treated as taxable "wages" to such eligible employees for the payroll period utilized. No employee shall receive payment for more than 40 hours of paid leave, whether allotted or donated, during any week unless required by state or federal law.

INSURANCE BENEFITS

Full-time employees are entitled to insurance benefits offered by the School. These insurance benefits will include medical, dental, and vision. The School will set a defined

contribution towards the employee's insurance premiums that are sponsored by the School. This amount will be determined on an annual basis. The employee's portion of the monthly premiums will be deducted from the employee's paycheck on a pre-tax basis.

If medical insurance premium rates increase, employees may be required to contribute to the cost of the increase to retain coverage. Unless otherwise mandated by law, employees on a leave of absence may be responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA. If ~~the employee you have~~ any benefit related questions while on a leave of absence, ~~they should~~~~please~~ contact Human Resources.

Full-time employees will also be covered under an insurance policy that includes Life Insurance at no cost to the full-time employee. Additional voluntary insurance plans will be offered through the School that will be the employee's responsibility to purchase and pay for.

COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the School's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours or leave of absence, divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the School group rates plus an administration fee. The School or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the School's health insurance plan. The notice contains important information about the employee's rights and obligations.

SOCIAL SECURITY/MEDICARE

If ~~the employee is you are~~ a full time ~~regular employee~~ contributing to a teacher's retirement system STRS, ~~the employee's employee is your~~ earnings from this job are not covered under Social Security. When ~~the employee you retires retire~~, or if ~~the employee you becomes become~~ disabled, ~~the employee you~~ may receive a pension based on earnings from this job. If ~~the employee does you do, and the employee is you they~~ are also entitled to a benefit from Social Security based on either ~~their your~~ own work or the work of ~~their your~~ spouse, or former spouse, ~~their your~~ pension may affect the amount of the Social Security benefit ~~the employee you~~ receives. ~~The employee's You~~ Medicare benefits, however, will not be affected.

The School withholds income tax from all employees' earnings and, if elected, participates in FICA (Social Security) for temporary employees and Medicare

withholding and matching programs as required by law.

STATE DISABILITY INSURANCE (WAGE SUPPLEMENT)

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 Human Resources.

PAID FAMILY LEAVE (WAGE SUPPLEMENT)

Under California law, eligible employees may participate in the Paid Family Leave ("PFL") program, which is part of the state's unemployment compensation disability insurance program. The PFL program provides up to eight weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill or injured child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child (birth, foster care, adoption) The PFL program does not provide job protection or reinstatement rights. It is a wage supplement provided concurrently while an employee takes an eligible leave of absence under the School policy and applicable law.

The program will be administered in a manner consistent with California law. For more information regarding this program, [the employee you](#) may contact the California Employment Development Department.

WORKER'S 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. In the event of an occupational injury or illness (as defined under Workers' Compensation Law) an employee may be covered by workers' compensation insurance instead of group insurance. If an employee should become injured or in any way disabled on the job, he or she must report the injury immediately to his or her supervisor. It is a felony to file a fraudulent or false workers' compensation claim.

Section 9 - Employee Communications Policy

COMMUNICATIONS POLICY

Every employee is responsible for using the School's computer system, including, without limitation, its computers, laptops, iPads, tablets, cellular phones, electronic mail (Email) system, telephone, video conferencing, voicemail, facsimile systems and the Internet ("Communications Systems"), properly and in accordance with this policy. Any questions about this policy should be addressed to the employee's immediate supervisor.

The Communication Systems are the property of the School and have been provided

for use in conducting School business. All communications and information transmitted by, received from, created, or stored in its School Communication Systems are records and property of the School. The Communication Systems are to be used for School purposes only. Employees may, however, use the School technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with School business, and does not violate any School policies:

- To send and receive necessary and occasional personal communications;
- To use the telephone system for brief and necessary personal calls; and
- To access the Internet for brief personal searches and inquiries during meal periods or other breaks, or outside of work hours, provided that employees adhere to all other usage policies

No Expectation of Privacy

The School has the right, but not the duty, to monitor any and all of the aspects of its Communication Systems, including, without limitation, reviewing documents created and stored on its Communication Systems, deleting any matter stored in its system (including, without limitation, its Email and word processing systems), monitoring sites visited by employees on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing Email and instant messages sent and received by users and/or voicemails. Further, the School may exercise its right to monitor its Communications Systems for any reason and without the permission of any employee. Employee use of your school' Communication Systems constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the Communication Systems (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from the School's Communication Systems is not assured. Use of passwords or other security measures does not in any way diminish the School's right to monitor and access materials on its Communication Systems, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to the School upon request for any reason that the School, in its discretion, deems appropriate. Further, employees should be aware that deletion of any Email messages, voicemails or files would not truly eliminate the messages from the system. All Email messages, voicemails and other files may be stored on a central back-up system in the normal course of data management.

Employees have no expectation of privacy in anything they view, create, store, send, or receive on the Communication Systems.

Notwithstanding the foregoing, even though the School has the right to retrieve, read, and delete any information viewed, created, sent, received, or stored on its Communication Systems, Email messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any Email messages that are not sent to them or by

them. Any exception to this policy must receive the prior approval of the Executive Director.

Professional Use of Communication Systems Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails and other text communications, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write Email communications with no less care, judgment, and responsibility than they would use for letters or internal memoranda written on the School letterhead.

Offensive and Inappropriate Material

The School's policy against discrimination and harassment, sexual or otherwise, applies fully to the School's Communication Systems, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no Email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law. Further, material that is fraudulent, harassing, abusive, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in the School's computers. Employees encountering or receiving this kind of material should immediately report the incident to their Executive Director and Human Resources.

The School may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by the School networks. Employees who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to the School's blocking software.

Solicitations

The School's Communication Systems may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from the Executive Director [or designee](#) is required before anyone can post any information on commercial on-line systems or the Internet.

Licenses and Fees

Employees may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of his/her Executive Director [or designee](#).

Games and Entertainment Software

Employees may not use a School Internet connection to download games or other

entertainment software, or to play games over the Internet.

Confidential Information

Employees may not transmit information over the Internet or through email that is confidential or proprietary. Employees are referred to the School's "Confidential Information" policy, contained herein, for a general description of what the School deems confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

Copyrights and Trademarks

The School's Communication Systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from his/her Executive Director **or designee**. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor.

Any School approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices. Absent prior approval from a supervisor to act as an official representative of the School, employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of the School."

Maintenance and Security of the System

Employees must not deliberately perform acts that waste resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video, and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related. In addition, employees should routinely delete outdated or otherwise unnecessary voicemails, Emails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to the School's network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer **the employee is you** using is not connected to the School's network. Files obtained from sources outside the School including disks brought from home; including files downloaded from the Internet, news groups, bulletin boards, or other online services; files attached to email; and files provided by customers or vendors, may contain dangerous computer viruses that may damage the School's computer network. Employees should never download files from the Internet,

accept email attachments from outsiders, or use disks from non-School sources, without first scanning the material with the School approved virus checking software. If ~~the employee you~~ suspects that a virus has been introduced into the School network, notify technology personnel immediately.

Violations of this Policy

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Amendment and Modification of this Policy

The School reserves the right to modify this policy at any time, with or without notice. The School may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources, which shall control in the event of a conflict.

SOCIAL MEDIA POLICY

The School has adopted the following policy with regard to employees' behavior on social networking sites including, but not limited, to Facebook, Twitter, LinkedIn, Pinterest, Instagram, SnapChat and YouTube. If ~~the employee you wishes~~ to use networking protocols or set up a social media site as a part of the educational process, please work with ~~your~~ the administrators and technology staff to identify and use a restricted, School-endorsed networking platform. Such sites will be the property of the School who will have unrestricted access to, and control of, such sites.

Employees shall not accept students as friends on any personal social networking sites and are to decline any student-initiated friend requests. Teachers are not to initiate "friendships" with students or parents. Employees must delete any students already on their "friends" list immediately.

With regard to social networking content, employees should not use commentary deemed to be defamatory, obscene, proprietary, or libelous with regard to any School-related business or policy, employee, student, or parent. Additionally, employees should exercise caution with regards to exaggeration, obscenity, copyrighted materials, legal conclusions, and derogatory remarks or characterizations. Employees should weigh whether a particular posting puts his/her effectiveness as a School employee at risk. The School encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Employees may not discuss students nor post images that include students.

Due to security risks, employees must be cautious when installing the external applications that work with the social networking site. At a minimum, it is recommended that all employees should have all privacy settings set to "Only Friends". The settings "Friends of Friends" and "Networks and Friends" open your content to a large group of unknown people, including students.

Personal or Professional Blogs

If ~~the employee is~~~~you are~~ developing a website or writing a blog that will mention the School, ~~the employee~~ ~~you~~ must identify that ~~you~~~~they~~ are an employee of the organization and that the views expressed on the blog or web site are ~~theirs~~~~yours~~ alone and do not represent the views of the School. Unless given permission by ~~the~~ ~~you~~ Executive Director ~~or~~ ~~designee~~, ~~the employee is~~ ~~you are~~ not authorized to speak on behalf of the School or to represent that ~~the employee~~ ~~you~~ do so. If ~~the employee is~~ ~~you are~~ developing a site or writing a blog that will mention the School, as a courtesy to the organization, please let ~~the~~ ~~you~~ Executive Director ~~or~~ ~~designee~~ know in advance of publication. ~~The~~ ~~Your~~ Executive Director ~~or~~ ~~designee~~ may choose to visit your blog or social networking site from time to time.

~~You~~ ~~The employee~~ ~~The employee~~ may not share information that is confidential and proprietary with regard to the School. This includes, but is not limited to, information about curriculum, School dynamics, School programs, future goals, or current challenges within the organization. These are given as examples only and do not cover the range of what the School considers confidential and proprietary. If ~~the employee~~ ~~you have~~ any questions about whether information has been released publicly or doubts of any kind, speak with ~~your~~ ~~the~~ Executive Director ~~or~~ ~~designee~~ and Human Resources.

When writing a blog or participating in any other social networking site, employees should speak respectfully about the School and our current and potential employees, students, parents, and competitors. Name-calling or behavior that will reflect negatively on the organization's reputation is discouraged. Note that the use of copyrighted materials, unfounded, harassing, libelous, or derogatory statements, or misrepresentation is not viewed favorably by the School and can result in disciplinary action, up to, and including termination.

All employees who engage in social networking may be legally liable for anything ~~he/she~~ ~~written~~ or ~~presented~~~~presents~~ online. Employees can be disciplined, if appropriate, by the School for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.

This policy should not be construed, and will not be applied, in a manner that violates employee rights under the National Labor Relations Act. Employees may not comment on a student's blog or a student's other social networking commentaries. Employees may not use trade names, or logos belonging to the School without express written permission of the Executive Director ~~or~~ ~~designee~~. Failure to comply with the School's social media policy will result in disciplinary action, up to, and including, immediate termination.

EQUIPMENT POLICY

The School attempts to provide all staff members with the equipment and supplies needed to do their job. Providing equipment is a great expense to the School. It is expected that everyone will protect and care for all equipment and supplies issued to them. Staff members are responsible for the cost of lost, stolen, or broken items issued to them including: keys, textbooks, teacher guides, laptops, **staff uniforms** and any other equipment that may be assigned to them if the loss is due to willful misconduct or gross negligence.

Laptop Computers

Each staff member assigned a laptop for professional use shall be charged for any damages, loss or theft to the laptop caused by willful misconduct or gross negligence.

Although issued to an individual employee, all computing devices are considered the personal property of the primary organizational unit to which the receiving employee belongs and shall be returned upon termination of employment with the School, after reassignment of job duties or immediately upon request at any time by an official of the School. Employees are expected to take all appropriate measures and precautions to prevent the loss, theft, damage and/or unauthorized use of such equipment. Such precautions shall include, but not be limited to the following:

- Keep the computing device in a locked and secured environment when not being used;
- Do not leave the computing device for prolonged periods of time in a vehicle, especially in extreme temperatures;
- Keep food and drinks away from all computing devices and work areas;
- Do not leave the computing device unattended at any time in an unsecured location (e.g., an unlocked empty office); and
- Keep the computing device in sight at all times while in public places, such as public transportation, airports, restaurants, etc. Should an employee's computing device be lost or stolen, the employee must:
 - Immediately report the incident to his/her immediate supervisor and IT.
 - Obtain an official police report documenting the theft or loss; and
 - Provide a copy of the police report to his/her immediate supervisor, or Executive Director, or designee and IT.

If the employee fails to adhere to these procedures, the employee may be held legally and financially responsible to the School for the replacement of such equipment. The School is under no legal, financial or other obligation to provide for a replacement computing device to any employee whose device is lost, stolen or damaged.

There is no expectation of privacy in School equipment. The School may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to management review, monitoring, and auditing by the

School. Other audits may be performed on the usage and internal controls as deemed necessary. Non-compliance with any policies or procedures regarding Employee Computers and Portable Computing Devices issued by the School will result in appropriate disciplinary action and/or reimbursement of any and all costs to the School.

CELL PHONE POLICY

Personal cell phones should not be used while ~~the employee is you are~~ working, if assigned to a location. Cell phones should be turned off and stored with ~~your~~ other personal belongings while ~~you are~~ working. If ~~the employee is you are~~ required to perform business on a cell phone for the School while driving, ~~you~~ ~~they~~ must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending, writing, or reading text based communications on ~~a your~~ cell phone while driving a ~~School~~ vehicle or ~~your~~ own vehicle to conduct School business is prohibited. Text based communications include, but are not limited to, text messages, instant messages, and email. If ~~you are~~ assigned a School cell phone to conduct School business, please notify your supervisor if the cell phone is misplaced, stolen, or damaged. Personal calls, received or placed, are not allowed on School cell phones.

Telephone Calls and Texting

While at work and during staff meetings, the employee's undivided attention is expected. Cell phones, texting, and pagers are not allowed so that the activities or discussion are not disturbed. Employees should wait to make personal phone calls during breaks.

NO SOLICITATION/DISTRIBUTION POLICY

In order to minimize non-work-related activities that could interfere with providing quality education, teamwork, and safety, the School has established the following policy concerning solicitation and the distribution of written materials other than those directly related to the School's business.

Non-employees may not solicit or distribute written materials of any kind at any time on premises that are owned, leased, operated, managed, or controlled by the School. Any written materials shall not be posted on school social media platforms. Employees may not solicit other employees during the workday when either the person doing the solicitation or the person being solicited is engaged in or required to be performing work tasks. Employees may not distribute written materials of any kind during the workday when either the distributing employee or the employee receiving the materials is engaged in or required to be performing work tasks.

Additionally, distribution of written materials of any kind by the School employees is prohibited at all times in all working areas on School premises. Employees may solicit other employees when both parties are on non-work time. Employees may distribute written materials in non-work areas during non-work time.

The sole exceptions to this policy are charitable and community activities supported and approved by the School. School bulletin boards are the only areas where any merchandise or notices may be placed. Such items must meet the guidelines established by the School. The School must approve any postings prior to posting.

The School reserves the right to discontinue any solicitation or distribution if the activities become disruptive to employees or the efficient operation of the School's business. Employees are required to leave School premises and other work areas at the completion of their workday. Employees are not permitted to enter or remain on School premises or work areas unless the employee is on duty, scheduled for work, coming to or departing from scheduled work, or otherwise has specific authorization from their supervisor.

Definitions

School "premises": property owned, leased, operated, managed, or controlled by the School, including buildings, parking lots, and play areas that the School has the right to use exclusively or in common with others, vehicles owned or operated by the School.

Work time: any time when employees are engaged in or required to be performing work tasks. Work time does not include break periods, meal times, or other periods during the workday when employees are properly not engaged in performing their work tasks.

Work areas: all areas controlled by the School where employees are performing work, except cafeterias, employee break areas, and parking lots (non-work areas).

Employee Responsibility

If ~~the employee you have~~ a need to solicit and/or distribute materials on School premises, it must be in compliance with this policy. ~~If you have~~ Please ask questions and talk with Human Resources. If solicitation or distribution is conducted within the parameters of this policy, the manner of activities must not harass or intimidate other employees. If ~~employees you~~ are subjected to such behavior at any time, report the activity to your supervisor. If solicitation or distribution occurs while you are working, report the activity to your supervisor.

Policy Statement

It is the policy of the School to avoid Nepotism, which means to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts of interest, or management disruptions exist due to a relationship between the School decision-maker and his or her Family Member. This policy is to ensure effective supervision, internal discipline, security, safety, and positive morale in the workplace and to avoid the potential for problems of actual or perceived favoritism, conflicts in loyalty, discrimination, and appearances of impropriety or conflict of interest. This policy applies to all the School board members, employees, individual consultants hired or retained by the School, and School Services Providers hired or

retained by the School.

Relationships between School Board Members, Employees, Consultants, or School Services Providers are permissible under the following circumstances:

Family Members of the School board members, employees, individual consultants, or School Services Providers shall not be hired for or retained in an employment position if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other.

- (a) Any time a Board Member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not result in an adverse impact on work productivity or performance. The determination of whether there is an adverse impact shall be in the discretion of the supervisor(s) of the employee(s), consultant(s), or School Services Provider(s), or in the case of a board member, at the discretion of the School Board of Directors
- (b) Any time a Board Member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not create an actual conflict of interest under the law, and shall not create a detrimental perceived conflict of interest. The determination of whether there is a detrimental perceived conflict of interest shall be at the discretion of the supervisor(s) of the employee(s), consultant(s) or School Services Provider(s), or in the case of a Board Member, at the discretion of the School Board of Directors

Definitions

“Family Members” include an employee's parent, child (natural, adopted, or legal guardianship), spouse, domestic partner, brother, sister, grandparent, grandchild, step-relationships within the preceding categories, brother-in-law, sister-in-law, son-in-law, daughter-in-law and father-in-law.

“Nepotism” describes a work-related situation in which there is the potential for favoritism toward a Family Member (such as giving a job, promotion, biased performance reviews, or more favorable working conditions) on the basis of the familial relationship.

“School Services Provider” shall mean any provider of school services to the School, and in the case of an organization shall mean be the responsible individual at such organization that provides school services to the School.

Procedures

When a Family Member of a current the School Board Member, employee, individual consultant, or School Services Provider applies to become a board member or employee, or requests to be a consultant or School Services Provider, the Family

Member's application/request must be denied if a conflict under this policy exists (e.g., if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other). Special circumstances may be reviewed by the Board in the event that the School's best interests would be served otherwise.

When a Family Member of a current School Board Member, employee, individual consultant, or School Services Provider applies for a transfer to a new employment position within the School, the Family Member's application must be evaluated to determine whether a conflict under this policy exists. If a conflict exists, the application for transfer must either be denied or one of the Family Members must seek a position transfer to avoid the conflict, if any such opportunity exists. In the event that no such opportunity exists, the application for transfer must be denied.

In implementing this policy, it is permissible to ask an applicant, potential consultant, or School Services Provider to state whether he or she has a Family Member who is presently employed by or on the board of the School, but such information may not be used as a basis for an employment decision except as stated herein. When a relationship that creates a conflict with this policy occurs during employment, the School will attempt to arrange a transfer or change in position/duties to eliminate the conflict. If a suitable transfer/change in position/duties is not available, one of the employees may be separated from service. Every attempt will be made to effect transfer or separation on the basis of agreement between the employees involved and the School. If a mutual agreement is unattainable, the Board will determine, in the School's best interest, which employee is to be transferred or separated.

Responsibilities

The Executive Director or designee shall coordinate with the current employee's direct supervisor to develop appropriate plans to ensure that a Family Member's employment does not conflict with this policy. If the situation cannot be resolved by a transfer, then the Executive Director or designee will deny the application for employment. Special circumstances may be reviewed by the Board in the event that the School's best interests would be served by the employment of a Family Member.

The Executive Director or designee shall investigate reports of Nepotism and take appropriate action. Employees are required to disclose changes in their personal situations to the Executive Director or designee which may be covered by this policy. Supervisors may inquire about the family relationship between employees to determine the appropriateness of the working relationship under this policy. The Board shall make the final determination concerning potential conflicts with this policy involving the Executive Director, or designee.

VIOLENCE IN THE WORKPLACE

The School has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect the School or which occur on the

School property will not be tolerated. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on the School premises, regardless of the relationship between the School and the parties involved
- All threats or acts of violence occurring off the School premises involving someone who is acting in the capacity of a representative of the School

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy the School property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapons

The School's prohibition against threats and acts of violence applies to all persons involved in the School's operation, including but not limited to all personnel, contract, unpaid interns, volunteers and temporary workers, and anyone else, including parents on the School property [or at school sponsored events](#). Violations of this policy by any individual on the School property [or at school sponsored events](#) will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors, to their Executive Director or designee and Human Resources.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the law enforcement authorities by dialing 911. Immediately after contacting the law enforcement authorities, [employees](#) must report the incident. There will be no retaliation against any employee who brings a complaint in good faith under the Violence in the Workplace Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

In certain circumstances, the School may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence.

Section 10 - Standards of Conduct

PERSONAL STANDARDS

Each employee must be neatly groomed and wear clothing that is professional and appropriate for the employee's position. ~~The~~~~Your~~ Executive Director, designee or immediate supervisor will inform ~~employees~~ ~~you~~ of any special clothing requirements. Employees will not be permitted to wear clothing or otherwise present an appearance that may cause disruption, be taken as offensive, or reduce productivity.

Consult your supervisor if ~~there are~~ ~~you have~~ any questions regarding appropriate attire. ~~We encourage staff~~ ~~are expected~~ to wear their Sequoia Grove or charter school branded ~~staff uniforms~~ ~~clothing~~ at school events ~~unless otherwise informed~~. If ~~employees~~ ~~you chooses to~~ wear other attire, ~~the~~ ~~please make sure that~~ clothing ~~should~~ ~~does~~ not include references that are political, religious, or anything (logos, images, and text) that may be viewed as offensive to others.

TEACHER-STUDENT INTERACTIONS

Boundaries Defined

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

Acceptable and Unacceptable Behavior

It is the responsibility of staff members to keep interactions with students professional at all times. Some activities may seem innocent from a staff member's perspective, but some of these activities can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable 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, inappropriate or sexual misconduct.

Staff members must understand their own responsibilities for ensuring they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

Unacceptable Behaviors

These lists, and any subsequent lists, are not meant to be all-inclusive, but rather illustrative of the types of behavior addressed by 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 school
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without parental permission
- Being alone in a room with a student at school with the door closed **at a Resource Center or other location**
- Allowing students in **the employee's ~~your~~** home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or other responsible adult
- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student
- Sending emails, text messages, Facebook responses, or letters to students if the content is not about school activities

Acceptable and Recommended Behaviors

- Obtaining parent's written consent for any school activity (exclusive of tutorials)
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via school-based technology and equipment)
- Keeping the door open when alone with a student
- **Ensuring all online platform interactions with students have another adult present**
- Keeping reasonable and appropriate space between **the employee ~~you~~** and the student
- Stopping and correcting students if they cross **the employee's ~~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
- Immediately asking for advice from senior-staff or administration if **the employee ~~you~~** finds **themselves ~~yourself~~** in a **difficult ~~difficult~~** situation related to boundaries
- Involving the employee's supervisor in discussion about boundaries that have the potential to become more severe (including but not limited to: grooming or

other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)

- Making detailed notes about an incident that in **the employee's** ~~your~~ best judgment could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when **the employee** ~~you~~ must be alone with a student after regular school hours
- Prioritizing professional behavior during all moments of student contact
- Asking yourself if any ~~of your~~ actions, which are contrary to these provisions, are worth sacrificing your job and career

Reporting

When any staff member becomes aware of another staff member, volunteer, guest or vendor having crossed the boundaries specified in this policy, or has a reasonable suspicion of misconduct, he or she must report the suspicion to their immediate supervisor, Human resources or the Executive Director or designee promptly. Reasonable suspicion means it is based on facts which would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

Investigating

The School will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior, using such support staff or outside assistance, as it deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all other privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible.

Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

CUSTOMER & PUBLIC RELATIONS

The School's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. It is possible an employee may come into contact with a dissatisfied or hostile individual based on the nature of the employee's work. If this happens, **the employee** ~~you~~ should immediately notify **their** ~~your~~ supervisor, Human Resources, the Executive Director or designee. We will absolutely not tolerate conduct toward our customers or the general public that might

be interpreted as unlawful discrimination or harassment. Human resources will open an investigation into the instance and document any findings. After the investigation has concluded the report and the findings will be filed with Human Resources. If ~~the employee you witnesses~~ conduct in violation of this policy, ~~the employee you~~ should immediately bring it to the attention of ~~their your~~ supervisor, Executive Director or designee. A Report will be created and documentation will be filed with Human Resources.

PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the School. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the School.

- Falsification of employment records, employment information, or other School records
- Recording the work time of another employee or allowing any other employee to record ~~one's own your~~ work time, or allowing falsification of any time card, either your own or another's
- Theft, deliberate or careless damage, or loss of any School property or the property of any employee or customer
- Provoking a fight or fighting during working hours or on School property
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive
- Carrying firearms or any other dangerous weapons on School premises at any time or while acting on behalf of the School
- Violation of the Substance and Alcohol policy
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of administration, or the use of abusive or threatening or abusive language toward a supervisor or member of administration
- Unreported absence on scheduled workdays unless otherwise excused
- Excessive tardiness or absenteeism unless otherwise excused
- Unauthorized use of School equipment, time, materials, facilities, or the School name
- Sleeping or malingering on the job
- Failure to observe working schedules, including the required rest and meal periods
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during ~~the employee's your~~ working time or the working time of the employee(s) solicited
- Distributing unauthorized literature or any written or printed material during working time or in work areas ("Working time" does not include ~~the employee's your~~ meal and break periods)
- Failure to timely notify your supervisor when ~~the employee you is are~~ unable to report to work

- Failure of an employee to obtain permission to leave work for any reason during normal working hours
- Abuse of sick leave
- Violation of the Communications Policy
- Failure to provide a physician's certificate when requested or required to do so
- Violating the School's Personal Standards or dress code
- Breaching confidentiality
- Making derogatory racial, ethnic, religious, or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours
- Violation of any safety, health, security, or School rule
- Negligence or other conduct leading to the endangerment of harm of a child or children
- Working overtime without authorization or refusing to work assigned overtime
- Unsatisfactory job performance
- Willfully or maliciously making false statements regarding any co-worker or submitting a complaint known to be false

CONFIDENTIAL INFORMATION

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, student information, all student lists, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law.

The School prohibits audio or video recordings in the workplace during working hours, without authorization of the School and/or participant due to privacy and confidentiality concerns and protections. The School devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of the School you will, during the course of ~~your~~ employment, have access to and become familiar with various trade secrets and confidential information that are owned by the School. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of the School, either during the term of ~~your~~ employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information shall be returned to the School during extended leaves of absence or upon termination.

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

belonging to former employers or others. Any violation of this policy may result in disciplinary action, up to and including termination.

CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social, and economic relationships with competitors, suppliers, customers, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment, and morale problems.

Any employee involved in such situations or relationships must immediately and fully disclose the nature of the situation or relationship to the Executive Director or designee so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

The School expects employees to devote their best efforts to the interests of our school. The School recognizes your right to engage in activities outside of your employment, which are of a private nature and unrelated to our business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at the School or create a conflict of interest with your statutory duty of loyalty to the School. The School prohibits employees from working with another School or external organization that competes with the School whether as a regular employee or as a consultant.

If ~~the employee you have~~ any questions whether an action or proposed course of conduct would create a conflict of interest, ~~you should~~ immediately contact the Executive Director or designee to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including, immediate termination. This policy is in addition to the School's Revised Nonprofit Conflict of Interest Policy and Conflict of Interest Code.

Outside Employment

~~All if you are a~~ full time employees ~~are we~~ expected ~~that you~~ devote ~~your~~ full professional effort to ~~the your~~ position at the School. If ~~the employee you wishes~~ to participate in outside work activities, ~~the employee is~~ ~~you are~~ required to obtain written approval from the Executive Director or designee prior to starting those activities. Approval will be granted unless the activity conflicts with the School's interests. In general, outside work activities are not allowed when they:

- Prevent ~~the employee you~~ from performing work for which you are employed at the School
- Involve organizations that are doing or seek to do business with the School including actual or potential vendors
- Violate provisions of law or the School policies or rules.

- When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave)

The employee's ~~Your~~ obligations to the School must be given priority. Full time employees are hired and continue employment with the understanding that the School is their primary employer and that other employment, commercial involvement or volunteer activity that is in conflict with the business interests of the school is strictly prohibited.

POLICY REGARDING INCONSISTENT, INCOMPATIBLE OR CONFLICTING EMPLOYMENT, ACTIVITY OR ENTERPRISE BY SCHOOL PERSONNEL

Policy Statement

It is the policy of the School that its officers and employees may not engage in any outside activity, employment, or enterprise for compensation which is inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of the School. During working hours or on school premises, officers or employees shall not engage in political or religious activities, or recruit or solicit students or members of the public for political or religious activities.

An officer's or employee's outside activity, employment, or enterprise for compensation shall be determined to be inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of the School if any of the following apply:

1. It involves the use of the School time, facilities, equipment, supplies, or the officer's or employee's position or influence with the School, for private gain or advantage.
2. It involves receipt or acceptance by the officer or employee of any money or other consideration for the performance of an act that would otherwise be required within the scope of the officer or employee's duties with the School.
3. It involves the performance of an act as part of the outside activity that involves services performed for the School.
4. It affects the officer's or employee's work hours, interferes or conflicts with the officer's or employee's job duties, raises any ethical or conflict of interest concerns, or creates any conditions that impact the officer's or employee's job performance.
5. Officers and employees may not use the School's name, logo, supplies, equipment or other property in connection with any outside activities.

Procedure

In the event that an officer or employee believes that an outside activity for compensation may be inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of the School, the officer or employee shall obtain a written determination of the Executive Director or designee that the outside activity is not in violation of this policy before engaging in such activity.

EXPENSE REIMBURSEMENT POLICY

The School's policy is to reimburse its employees for reasonable and necessary expenditures or losses incurred in direct consequence of the discharge of their duties. School employees will receive a stipend to cover expenses as categorized below to be paid over 10 months or begin the monthly rate in relation to employment start date.

TRAVEL: Mileage

CATEGORY 1:

HOMESCHOOL TEACHERS, INSTRUCTIONAL TEAM ADVISORS, ADMIN ASSISTANT

Expected to use their personal vehicles during the course and scope of their employment. As such, the School provides:

- Full-time employees: \$500 stipend each semester to cover costs related to the use of personal vehicles
- Part-time employees: \$250 each semester to cover costs related to the use of personal vehicles
 - The School will pay the part-time employee the hourly rate for time incurred to and from scheduled events and activities

CATEGORY 2:

SPECIAL EDUCATION AND STUDENT SUPPORT

NURSE

VIRTUAL/OUT OF SERVICE AREA EMPLOYEES

- Not eligible for travel stipend
- With prior approval, the employee may complete the mileage reimbursement process when attending local meetings and events once they are in area of school service

CATEGORY 3:

FAMILY LIAISONS

- Full-time employee: \$500 stipend each semester to cover costs related to the use of personal vehicles

PART-TIME FAMILY LIAISONS

- \$250 each semester to cover costs related to the use of personal vehicles
 - The School will pay the part-time employee the hourly rate for time incurred to and from scheduled events and activities

Travel

All teachers are expected to serve students in-person, that are assigned or requested on their roster and are required to drive up to 60 miles and/or one hour to meet with

their students as part of their normal commute*.

*Commuting miles are the miles the employee drives between the employee's home and regular workplace.

If and when the School requires employees to drive their personal vehicle to perform duties on behalf of the School (in the course and scope of employment) beyond their normal commute, the School will reimburse employees for the reasonable and necessary expense of using their personal vehicle on behalf of the School.

Employees will receive a monthly reimbursement payment from the School for mileage expenses incurred beyond the employees' normal daily commute of up to 60 miles and/or a distance of one hour from their home. Employees will be paid for mileage reimbursement at the per mile rate amount designated by the Federal Internal Revenue Service, at the time the miles are driven on behalf of the School.

Employees are required to submit:

- a monthly written report of all miles driven
- with a printed map showing the locations driven, on behalf of the School during that month.

If any employee believes that the mileage reimbursement that he or she receives from the School is insufficient to reimburse the employee for all reasonable expenses necessarily incurred by the employee in using his or her personal vehicle on behalf of the School, the employee must immediately report this expense issue to the School's Human Resources Department. Employees may be required to submit additional documentation to support any request for additional mileage reimbursement.

HOTELS, MEALS, AND GRATUITY

The Executive Director or designee must pre-approve all out-of-town travel which requires overnight stays.

Hotels

Employees will be reimbursed for pre-approved overnight stays at hotels/motels when the approved event is more than 150 miles from either the employee's residence or the School site, or at the pre-approval of the Executive Director or designee. In the event travel cannot occur within the employees daily working hours, the employee may seek approval from the Executive Director or designee to request a hotel stay. For travel that requires overnight stays, the Charter will pay for the employee's hotel stay. The hotel stay must be approved through the Charter's Request and Approval process. The Executive Director or designee will secure the accommodations unless reimbursement has been approved. In general, accommodations will be \$100 - \$150 per night.

- Staff may stay at the rate of up to two-times the federal per diem rate

- with the Executive Director or designee's pre-approval
- Lodging in excess of double the per diem rate (excluding room tax and mandatory additional charges) must have the Executive Director or designee's advance approval
- If any employee exceeds the lodging allowance without prior approval, the Charter will only reimburse up to double the federal per diem rate

Meals

An employee can seek meal reimbursement based on the following:

1. Gained prior Executive Director or designee's approval to attend a multi-day conference
 - a. Meal reimbursement is not for single day conferences or meetings
 - b. Meal reimbursement starts on the second day of the conference and is paid daily through the last day of the trip
2. Meal reimbursement cannot be claimed when the conference or airline provided a meal*

Meal Allowance

Meal reimbursements shall not exceed the allowed maximum rate listed in the reimbursement meal rates table listed herein. Meals for which there are no itemized receipts will not be reimbursed; there are no exceptions.

Items needed for Upload: Itemized receipts for meal reimbursements are required. Alcoholic beverages are not an allowable expense.

Reimbursement Meal Rates Table:

Maximum Meal Criteria for claiming meal expenses is as follows, along with maximum meal reimbursement amounts, including applicable taxes, and tips up to 18% of meal total.	
Breakfast*	\$12
Lunch*	\$16
Dinner*	\$22

*Note: Full meals included in the airfare, hotel, and conference fees, or otherwise provided may not also be claimed for reimbursement. The same meal may not be claimed more than once on any date (this occurs, for example, when lunch is included in registration but employees choose to dine elsewhere). Continental breakfasts of rolls, coffee, and juice provided by hotels or conferences are not considered full meals. If the employee has special dietary needs due to medical conditions or food allergies, and meal accommodations are not provided by the hotel or conference,

reimbursement may be submitted with an explanation.

Gratuities

Employees are allowed to tip up to 18% of the subtotal cost, rounded up to the nearest dollar, when gratuity is customary for an approved expense (such as meals or taxi fares). Any incremental excess is the responsibility of the employee.

In order to be eligible for reimbursement employees must follow the procedures noted below:

1. Receive pre-approval from the Executive Director or designee
2. Please utilize the Reimbursement Request Form
3. Complete the employee information section
4. Mileage reimbursement
 - a. Date, student or activity, mileage
 - i. Only fill out mileage for which you are requesting reimbursement
 - b. Attach mileage log
 - c. Attach Google or other web-based map(s) with the shortest distance
5. Expense reimbursement
 - a. Date, purchase type, description, cost
 - b. Attach itemized receipts
 - c. Attach pre-approval email
6. Confirm submission
7. Sign the reimbursement
8. The Executive Director or designee will review the submission
 - a. Once approved, the reimbursement will move to Accounts Payable to be processed for payment.
 - b. The employee will be reimbursed in the form of a check or direct deposit whichever method signed up for. Paper checks will be mailed by Charter Impact



Personal Cell Phones

Employees are not required to use their personal cell phones to perform work on behalf of the School. The School has provided employees with a ~~web-based Google Voice~~ account or similar service for any calls related to School work. If an employee elects to use his or her personal cell phone, such use is a voluntary choice and is not reasonable or necessary to the performance of the employee's duties. ~~As such, employees will not be reimbursed for using personal cell phones.~~

Internet Expenses

~~Employees are not required to use their personal internet access (WiFi) to perform work on behalf of the School. The School has provided employees with a mobile hot spot for any work performed on behalf of the School requiring Internet access. If an~~

~~employee elects to use his or her personal Internet access, such use is a voluntary choice and is not reasonable or necessary to the performance of an employee's duties. As such, employees will not be reimbursed for using personal Internet access.~~

Monthly Stipend for Phone and Utilities

Employees who are required to use some of their personal utilities (e.g. electricity) while performing remote work on behalf of the School may receive a stipend for reimbursement of the employee's use of their personal utilities. The School has reviewed objective data regarding the range of costs for utilities and established a ~~\$15.00 utilities~~ stipend in the amount of \$250 for full-time employees and \$125 for part-time employees for the use of personal cell phones and utilities and an additional amount for taxes associated therewith. School employees will receive a stipend as categorized to be paid over 10 months or begin the ~~per monthly~~ rate in relation to employment start date. All employees will be provided with a school hot spot to be used for internet access to perform their job duties. If an employee elects to use their personal Internet access, such use is a voluntary choice and is not reasonable or necessary to the performance of an employee's duties.

The School has established this monthly stipend based on its good faith belief that the stipend will more than fully reimburse employees for any reasonable and necessary expenses incurred in using their personal cell phones and utilities to perform work on behalf of the School. If any employee believes that the stipend that he or she receives from the School is insufficient to reimburse the employee for all reasonable expenses necessarily incurred by the employee in using his or her personal cell phone or utilities expenses on behalf of the School, the employee must immediately report this expense issue to the Executive Director or designee for review and approval then submit to the Accounting Department.

Employees will be required to submit documentation to support any request for additional reimbursement in excess of the monthly stipend. Employees that are eligible for this monthly stipend are required to submit a Request for Monthly Stipend form affirming that the employee uses their personal cell phone and utilities to perform work on behalf of the School and that the employee will immediately notify the School if the employee no longer incurs an expense related to the personal use of their cell phone and/or utilities in the discharge of their duties. The School reserves the right to request supporting documentation from employees at any time to support the employees request for the monthly stipend. Failure to provide such documentation as requested may delay or cease further payments of the monthly stipend to the employee.

****Please note that the School may establish varying stipend amounts for personal cell phones, internet expenses and utilities based on multiple factors such as workload, part-time or full-time status of the employee and other relevant factors**

~~based on its good faith belief that the stipend will more than fully reimburse~~

employees for any reasonable and necessary expense incurred in using some of their personal utilities while performing work on behalf of the School.¶

If an employee believes that the stipend is insufficient to reimburse all reasonable expenses necessarily incurred in using their personal utilities while performing work on behalf of the School, the employee must immediately report this expense issue to the School's Human Resources Department. Employees will be required to submit documentation to support any request for additional utilities reimbursement.

Travel¶

All teachers are expected to serve students in person, that are assigned or requested on their roster and are required to drive up to 60 miles and/or one hour to meet with their students as part of their normal commute*.¶

¶

*Commuting miles are the miles you drive between your home and regular workplace.¶

¶

If and when the School requires employees to drive their personal vehicle to perform duties on behalf of the School (in the course and scope of employment) beyond their normal commute, the School will reimburse employees for the reasonable and necessary expense of using their personal vehicle on behalf of the School.¶

¶

Employees will receive a monthly reimbursement payment from the School for mileage expenses incurred beyond the employees' normal daily commute of up to 60 miles and/or a distance of one hour from their home. Employees will be paid for mileage reimbursement at the per mile rate amount designated by the Federal Internal Revenue Service, at the time the miles are driven on behalf of the School.¶

¶

Employees are required to submit:¶

- a monthly written report of all miles driven¶
- with a printed map showing the locations driven, on behalf of the School during that month.¶

¶

If any employee believes that the mileage reimbursement that he or she receives from the School is insufficient to reimburse the employee for all reasonable expenses necessarily incurred by the employee in using his or her personal vehicle on behalf of the School, the employee must immediately report this expense issue to the School's Human Resources Department. Employees may be required to submit additional documentation to support any request for additional mileage reimbursement.¶

Other Expenses

With the exception of those certain employees who are required to use their personal vehicles, cell phones, internet access and utilities during the course and scope of their employment for the School, it is the School's policy to provide its

employees with all necessary equipment to perform their duties on behalf of the School including laptops. The School does not require employees to purchase any additional equipment in order to perform work for the School. If any employee believes that additional equipment is reasonable and necessary to perform his or her duties on behalf of the School, the employee must immediately notify the Executive Director or designee.

~~With the exception of those employees who are required to use their personal utilities during the course and scope of their employment with the School, it is the School's policy to provide its employees with all necessary equipment to perform their duties on behalf of the School. The School does not require employees to purchase any additional equipment in order to perform work for the School. If any employee believes that additional equipment is reasonable and necessary to perform his or her duties on behalf of the School, the employee must immediately notify the School's Human Resources Department.~~

Office Supplies

~~The School will issue employees an allocated amount to utilize office supplies on a per semester basis for the purchase of ink (if applicable), paper and miscellaneous desk supplies (e.g. staplers, paper clips, writing utensils and file folders). Any other items outside these categories must be pre-approved by the employee's supervisor before an employee purchases any other item using the School issued gift card. To the extent an employee believes additional funds in excess of the allotment due to employment status are reasonable and necessary to perform his or her job during the applicable semester, the employee must immediately notify the Human Resources Department. If the employee does not spend the allocated amount, the remaining balance does not transfer to the next fiscal school year.~~

The purchase of printer ink, paper, miscellaneous desk supplies (e.g. staplers, paper clips, writing utensils and file folders) and/or stamps/ mailing charges for School-related correspondence will have a \$250 stipend for full-time employees and \$125 for part-time employees. School employees will receive a stipend as categorized below to be paid over 10 months or begin the monthly rate in relation to employment start date. This stipend is in lieu of staff ordering in the ordering system.

If employees choose to purchase additional equipment or supplies without written authorization from the School, such expenses would not be reasonable or necessarily incurred in connection with work for the School. Those expenses would be optional expenses that employees voluntarily elect to incur and not reasonably necessary expenditures incurred by employees in direct consequence of the discharge of their duties for the School.

If, however, an employee believes that ~~they have been~~~~they he or she have~~~~has been~~ required to incur any unexpected necessary and reasonable expense in order to perform ~~his or her~~ duties on behalf of the School, the employee should immediately report that expense to the School's ~~Executive Director or designee~~ ~~Human Resources~~

~~Department~~. Employees will be required to submit documentation to support any request for reimbursement of such expenses.

Reporting

If any employee believes that ~~they he or she have~~~~has have~~ not been fully reimbursed for all reasonable and necessary expenses ~~that he or she~~ have been required to incur while working for the School, the employee should immediately inform the ~~Executive Director or designee School's Human Resources Department~~. All reports of possible inadequate reimbursement will be promptly reviewed, including a review of all of the employee's expense related records and receipts. If, as a result of the review, it is determined that the employee has been inadequately reimbursed for actual and necessary business expenses, the School will promptly reimburse the employee, in full, for all actual, reasonable and necessary business-related expenses incurred. It is every employee's responsibility to keep accurate records and receipts of all business-related expenses for the purpose of requesting reimbursement.

There will be no retaliation against any employee who reports an expense reimbursement issue in good faith or who honestly assists in reviewing such an issue, even if the review produces insufficient evidence that there has been a violation.

POLICY CONFIRMING RESTRICTION ON THE PROVISION OF FUNDS OR OTHER THINGS OF VALUE TO STUDENTS, PARENTS OR GUARDIANS

Policy Statement

It is the policy of the School that the School shall not provide any funds or ~~item~~~~thing~~ of value to any student or his or her parent or guardian that a school district could not legally provide to a similarly situated student, or his or her parent or guardian. The School does not and shall not provide, for example, "sign up bonuses" to parents or guardians or other incentives unrelated to education.

Additionally, a student, parent or guardian shall not use his or her status as a student, parent or guardian with the School in order to obtain funds or ~~item~~~~things~~ of value from the School. For example, this policy prohibits an individual from utilizing his or her status as a parent or guardian to obtain a vendor contract with the School for compensation. It also prohibits an individual from utilizing his or her status as a parent or guardian to refer or encourage any students enrolled in the School, or their parents or guardians, to select that individual or his or her company or another provider of services, in connection with the student's education at the School, resulting in the individual's receipt of funds or thing of value from the School.

Procedures

The prior approval of the Executive Director or his or her designee must be obtained for any of the following in order to ensure that it does not conflict with this policy:

1. Any funds or ~~item~~~~thing~~ of value provided to a student, parent or guardian which has not previously been approved. This applies in any situation in which a

student, parent or guardian ~~would have any~~ funds or ~~item~~thing of value, whether in their capacity as a student, parent, guardian, vendor, service provider or other circumstance.

2. Any proposed incentive to be offered to students or parents.

In requesting approval, the educational purpose of any such funds, ~~item~~thing of value or incentive must be provided to the Executive Director or designee.

Section 11 - Safety

SUBSTANCE AND ALCOHOL POLICY

It is the intent of the School to promote a safe, healthy and productive work environment for all employees. The School recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations, or School success. For purposes of this policy, "illegal drugs" includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana and marijuana vaping or other recreational marijuana use), and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). "Drug paraphernalia" means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. "Under the influence" means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, and/or illegal drugs in any detectable manner.

The School complies with all Federal and State regulations regarding drug use while on the job. This policy prohibits the following:

- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises;
- Refusing to submit to an inspection or testing when requested by administration;
- Being under the influence of illegal drugs, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event.

Employees taking physician-prescribed medications, which impairs the employee's job performance, (including medical prescribed marijuana) should not report to work. In addition, if the employee ~~is~~ ~~are~~ required to take any kind of prescription or

nonprescription medication that will affect ~~the your~~ ability to perform ~~the your~~ job, ~~the employeeyou isare~~ required to report this to Human Resources. Human Resources will determine if it is necessary to temporarily place ~~the employee you~~ on another assignment or take other action as appropriate to protect ~~the employee's your~~ safety and the safety of other employees and students. Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform his or her specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in his or her possession on the School premises any prescription medication other than medications currently prescribed by a physician for the employee. This policy will not be construed to prohibit the use of alcohol at social or business functions. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

The School may at times conduct unannounced searches of School property for alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. As a result, employees do not have an expectation of privacy in this regard. Violation of this Substance and Alcohol Policy may result in disciplinary action, up to and including termination, at the School's sole discretion. Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance. Compliance with this Substance and Alcohol Policy is a condition of employment at the School. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination. Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, the School may report such illegal drug activities to an appropriate law enforcement agency.

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

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

the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as e-cigarettes, vaping and/or pipes (both tobacco and marijuana products). Smoking is prohibited within 20 feet of a school building and within 25 feet of a school playground or event location.

PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on School property. Be cautious: keep school property and/or personal possessions out of sight and **always keep the lock your car locked**. Ensuring **that the parked your** vehicle and personal property are against loss and damage is recommended for **theyour** protection **of the employee**.

PERSONAL AUTOMOBILE

Employees who use their own automobiles for travel on authorized school business will **utilize the Expense Reimbursement Policy under Mileage Reimbursement**. ~~be reimbursed for mileage at the rate established by the Internal Revenue Services and in accordance with the School's Reimbursement policies.~~ Employees must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

PERSONAL PROPERTY

The School cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on the School's premises, including the parking area, or away from school property. While on school business, employees are prohibited from using personal property for work-related purposes unless approved in advance by the Executive Director or designee.

SAFETY POLICY

The School is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor, Executive Director or designee immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process, or business practice for which the School is responsible, bring it to the attention of your supervisor, Executive Director or designee immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and

immediately contact the Executive Director or designee regarding the problem. All workplace injuries and illnesses must be immediately reported to your supervisor and Human Resources. The School has in place a written Injury and Illness Prevention Program as required by law.

ERGONOMICS

The School has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the School will make necessary adjustments to an individual's workstation, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to your Executive Director or designee.

CHEMICAL EXPOSURE WARNING

Employees should be aware that work areas might contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If ~~there are~~~~you have~~ any questions or concerns about possible chemical exposure in ~~your~~ work area, contact ~~the~~~~your~~ Executive Director or designee.

COVID-19

~~Although the school is~~~~we are~~ a non-classroom-based program, the school recognizes that there are circumstances when staff, students, and parents/guardians may interact in-person as part of the educational program. This can include ~~but is not limited to~~ in-person instruction between staff and students, parent teacher meetings, field trips, park days, and individualized services ("in-person activities"). ~~The~~~~Our~~ COVID-19 Policy is based on guidance provided by the U.S. Centers for Disease Control and Prevention ("CDC"), the California Division of Occupational Safety and Health Administration ("Cal/OSHA"), the California Department of Education ("CDE"), and the California Department of Public Health ("CDPH"). Charter School will, as necessary, consult with the respective county health officer, or designated staff, to monitor and provide advice on local conditions to individually determine whether more or less stringent measures are necessary to align with the applicable public health guidelines.

The Charter School will fully cooperate with county public health officials regarding the screening, monitoring, and documentation that will be required to permit careful scrutiny of health outcomes associated with conducting in-person activities. To the extent any mandatory public health guidance is revised to materially conflict with this Policy, Charter School will follow such guidance and not this Policy. As COVID-19 Guidance is continually evolving, please refer to CDPH for the latest guidance.

Section 12 - Termination

VOLUNTARY TERMINATION

The School will consider an employee to have voluntarily terminated his or her

employment if the employee does any of the following: (1) elects to resign from the School; (2) fails to return from an approved leave of absence on the date specified without notifying the school for the need for continued leave including failure to communicate with the School; or (3) fails to report for work without notice to the School for three consecutive work days. The School requests that employees provide at least two weeks written notice of a voluntary termination. All School property must be returned immediately upon terminating employment. The School retains the right to accept resignation immediately and pay the amount of straight time compensation an employee would have earned in lieu of further performance.

INVOLUNTARY TERMINATION

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

EXIT INTERVIEWS

All employees who leave employment at the School may be asked to take part in an exit interview with their supervisor to communicate their challenges and growth while employed at the School. Information shared during an exit interview will be treated as confidential to the extent possible.

VERIFICATION AND REFERENCE POLICY

All requests for employment verification, references or personal information verification or disclosures must be directed to Human Resources. Only Human Resources is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees. With respect to verification requests, the School will disclose only the dates of employment and the title of the last position held. The School will verify or disclose additional information about the employee only if the employee provides written authorization for the School to provide the information. However, the School will provide information about current or former employees as required by law or court order. The School will not provide any letters of reference for current or former employees. Please refer all questions about this policy to Human Resources.

Section 13 - Employee Handbook Acknowledgement

By my signature below, I acknowledge that I have received a copy of the School Employee Handbook, on the date indicated below and agree to my at-will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook.

I understand that the Employee Handbook contains important information regarding the School's expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Employee Handbook does not provide a binding contract, but provides guidelines for personnel concerning some of the School's policies.

In particular, I have read and understand the School's Equipment/Laptop Computer Policy, Anti-Nepotism Policy, Policy Regarding Inconsistent, Incompatible or Conflicting Employment, Activity or Enterprise by School Personnel, Policy Confirming Restrictions on the Provision of Funds or Other Things of Value to Students, Parents or Guardians, and restrictions and procedures to avoid Conflicts of Interest.

Just as 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 at any time for any or no reason and with or without notice. 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. No one other than the Executive Director or designee of the School, with the approval of the Board of Directors, has the authority to alter ~~the~~^{your} employment at-will status ~~of employees~~, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Executive Director or designee. This is the entire agreement between the School and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with the School, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook.

The School reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook at any time with or without notice. Other than the School Board of Directors, no other entity or person has the authority to modify this employee handbook.

Employee Name
(print):

Employee Signature:

Date:
