



YPI CHARTER SCHOOLS EMPLOYEE HANDBOOK

AUGUST 2023



**MONSEÑOR
OSCAR
ROMERO**
CHARTER SCHOOL



BERTCORONA
CHARTER HIGH SCHOOL

ACKNOWLEDGMENT OF RECEIPT OF CHARTER SCHOOL EMPLOYEE HANDBOOK

By signing this Acknowledgement of Receipt, I acknowledge that I have received a copy of the Employee Handbook of Bert Corona Charter School, Monseñor Oscar Romero Charter School, and Bert Corona Charter High School and read the handbook in its entirety. I understand that I am responsible for knowing and adhering to the policies set forth in the handbook during my employment. I understand that I am employed by either Bert Corona Charter School, Monseñor Oscar Romero Charter School, or Bert Corona Charter High School and this acknowledgment will use the term "Charter School" to refer to the school for which I work.

I understand that the policies contained in the handbook are not intended to create any contractual rights or obligations, express or implied. I further understand that, with the exception of the Charter School's at-will employment policies, the Charter School reserves the right to amend, interpret, modify, or withdraw any portion of this handbook at any time.

I further understand and agree that, unless I have entered into a valid written employment agreement providing otherwise, my relationship with the Charter School is at-will, which means that my employment is for no definite time period and may be terminated by me or by the Charter School at any time, with or without advance notice and with or without cause. I also understand that the Charter School may demote or discipline me or alter the terms of my employment at any time, with or without advance notice and with or without cause, in its sole discretion. I understand that in the absence of a writing signed by me and by the Executive Director (as an agent for the Board of Directors) which expressly alters the at-will nature of my employment, no policy, practice, procedure, statement, or action of the Charter School or any individual at the Charter School may alter, modify, or waive the at-will nature of employment with the Charter School in any way or at any time.

I further acknowledge that this handbook supersedes all previous handbooks, policies or guidelines issued. However, I understand and agree that if the terms of this Acknowledgement are inconsistent with any Charter School guideline, practice, manuals or rules, the terms of this Acknowledgement shall control. I understand that if I have any questions about a Charter School policy, I should contact the Charter School's Director, the Executive Director or the Human Resources contact.

Finally, I acknowledge that no one has made any promises or commitments to me contrary to the foregoing. I agree that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in the Acknowledgment.

Employee name (print): _____

Employee signature): _____

Today's date): _____

Please sign/date, tear out, and return to the School, and retain this Handbook for your reference.

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INTRODUCTION TO HANDBOOK

Welcome!

This Employee Handbook has been written to provide you with an overview of YPI Charter Schools Bert Corona Charter School (BCCS), Monseñor Oscar Romero Charter School (MORCS), and Bert Corona Charter High School (BCHS), their personnel policies and procedures, and your benefits as an employee. All individuals are employed either by BCCS, MORCS, or by BCHS, and this handbook will use the term “Charter School” to refer to the school for which you work.

This handbook is intended to explain in general terms those matters that most often apply to your day-to-day work activities. This handbook cannot anticipate every situation or answer every question about employment, and is not an employment contract. In order to retain necessary flexibility in the administration of its policies, procedures and benefits, the Charter School reserves the right to change, deviate from, eliminate, or revise them without notice, except for the at-will policy, whenever the Charter School determines that such action is warranted. For these reasons, we urge you to check with Human Resources to obtain current information regarding the status of any particular policy, procedure or practice. These guidelines supersede and replace all previous personnel policies, practices and procedures.

Employees are expected to read this handbook thoroughly upon receipt and to know and abide by the policies outlined herein, as revised over time, throughout their employment.

Information about your employment also can be found in your school’s charter petition/charter. Where there is conflicting language between the charter petition/charter and this handbook, the handbook shall control. If you have any questions about this handbook or any other policy or procedure, please contact your Lead-Site Administrator, the Chief Operations Officer, or the Human Resources contact. Your current Human Resources contacts are **Executive Administrators with the support of the Senior Director of Programs and Human Resources, Diana Gamez. The Coordinator of Human Resources provides administrative support to this team.** Because the Human Resources contact is subject to change, please ask the Charter School’s Director or the Executive Director for updated information, if necessary.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

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

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

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

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. The Charter School will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. The Charter School will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Employment At-Will

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

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

with the School's policy regarding "at-will" employment.

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

Employment Agreements

Some employees may have entered into an employment agreement with the Charter School. Their employment with the Charter School is governed by both their employment agreement and this handbook. To the extent that any term of an employee's employment agreement is inconsistent with a provision in this handbook, the employment agreement controls.

Child Abuse and Neglect Reporting

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

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

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

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Executive Administrator.

Tuberculosis Testing

All employees of the School must submit written proof from a health care provider of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

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

TB testing that shows them to be free of active TB prior to conducting work with School students.

Immigration Compliance

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

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

Professional Boundaries: Staff/Student Interaction Policy

The Charter School recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

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

Acceptable and Unacceptable Staff/Student Behavior

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

students and staff.

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

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

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

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

Duty to Report Suspected Misconduct

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

Examples of Specific Behaviors:

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and/or intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

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

Cautionary Staff/Student Behaviors

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

circumstance and occurrence prior to or immediately after the occurrence)

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

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Executive Administrator about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

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

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

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

When the Charter School receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a

complaint is about the Executive Director) or the Executive Director or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. The Charter School is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

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

Prohibited Unlawful Sexual Harassment

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

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

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

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

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

Sexual harassment may include, but is not limited to:

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

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

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

Consensual Relationships

Consensual relationships in the workplace are discouraged. Consensual relationships between supervisors and employees and between staff and parents or students are potentially exploitative and must be avoided. They raise serious concerns about the validity of the consent, conflicts of interest, and unfair treatment of others. Moreover, consensual relationships in the workplace can lead to problems with morale, decreased productivity and increased liability. The Charter School has a strong policy against sexual harassment and is concerned that consensual relationships might potentially violate the policy. The School aims to prevent sexual harassment from occurring in the workplace. To help prevent sexual harassment, employees who enter into consensual relationships must each notify administration regarding the relationship, review the sexual harassment policy, and execute a consensual relationship agreement. Moreover, employees must abide by the sexual harassment policy and consensual relationship agreement, behave professionally at work, and not let the relationship affect their work or the workplace.

Employees involved in consensual relationships in the School's workplace are prohibited from evaluating the work performance of others with whom they have a relationship, or from making hiring, salary or similar decisions which may impact some persons.

Violations of this policy may result in disciplinary action up to and including release from at-will employment.

Policy Concerning Violence in the Workplace

The Charter School recognizes that violence in schools is a growing nationwide problem necessitating a firm and considered response. The costs of such violence are great, both in human and financial terms. The safety and security of Charter School employees and students is paramount. The Charter School has adopted this policy regarding workplace violence to help maintain a secure workplace.

The Charter School is committed to providing a safe, violence-free workplace and school and strictly prohibits employees, consultants, students, parents, contractors, visitors, or anyone else on Charter School premises or engaging in a Charter School-related activity from behaving in a violent or threatening manner.

The Charter School seeks to prevent workplace violence before it begins, and reserves the right to deal with employee behavior that suggests a propensity towards violence even prior to any violent behavior occurring. The Charter School believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs, and has established procedures for responding to any situation that presents the possibility of violence.

Workplace Violence Defined

Workplace violence includes threats of any kind; threatening, physically aggressive, or violent behavior, such as intimidation, or attempts to instill fear in others; other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of Charter School property; defacing Charter School property or causing physical damage to the facilities; and, with the exception of security personnel, bringing weapons or firearms of any kind on Charter School premises or while conducting Charter School business.

Complaint Procedure

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, consultant, student, parent, contractor, visitor, or anyone else, he or she must immediately notify the Charter School's Executive Administrator, the Executive Director, or the Human Resources contact. Employees should also notify the Executive Administrator, the Executive Director, or the Human Resources contact if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

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

If the Charter School determines that workplace violence has occurred or has been threatened, the Charter School will take appropriate corrective action and may impose discipline on offending employees, up to and including termination.

Ensuring A Secure Workplace

As part of its Policy Concerning Violence in The Workplace, the Charter School has developed guidelines to help maintain a secure school and workplace. The security of facilities, as well as the welfare of Charter School students and employees, depend upon the alertness and sensitivity of every individual to potential security risks.

- Employees should ensure that all visitors have signed the visitor log and are wearing appropriate visitor badges.
- Employees should report any suspicious persons or activities to security personnel.
- Employees should secure their desk or office at the end of the day.
- When called away from their work area for an extended length of time, employees should not leave valuables and/or personal articles in or around their workstation that may be accessible to others.
- Employees should notify the Executive Administrator or the Director/Coordinator of Operations immediately when keys, security passes, or identification badges are missing.
- Employees should be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and report them to security personnel if appropriate.

Whistleblower Policy

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

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

Drug and Alcohol Free Workplace Policy

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, to promote and maintain a safe environment for its students, to protect the school, school grounds, equipment, and operations, and in compliance with certain requirements, the Charter School has established this policy concerning the use of drugs. As a condition of continued employment with the Charter School, each employee must abide by this policy.

This policy applies whenever the interests of the Charter School may be adversely affected, including any time that an employee is on Charter School premises, conducting or performing activities on behalf of the Charter School (regardless of location), or responsible for the safety of others in connection with, or while performing, Charter School-related business.

Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged to voluntarily seek diagnosis and follow through with any treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the Human Resources contact, who will determine whether the Charter School can accommodate the employee by providing unpaid leave for the time necessary to complete participation in the program. Employees should be aware that participation in a rehabilitation program will not necessarily shield them from disciplinary action for a violation of this policy.

Illegal Drugs and Controlled Substances

An “illegal drug or controlled substance” is any drug or substance that is not legally obtainable, is legally obtainable but has not been legally obtained, or has been legally obtained but is being sold or distributed unlawfully. The unlawful manufacture, distribution, dispensing, transporting, possession, purchasing, sale or use of any illegal drug or controlled substance is prohibited in the workplace. Any employee who unlawfully uses, possesses, purchases, sells, manufactures, distributes, transports, or dispenses any illegal drug or controlled substance will be subject to discipline up to and including termination. “Possesses” means that the employee has the substance on his or her person or otherwise under his or her control. Any employee who is under the influence of any illegal drug or controlled substance will be subject to discipline up to and including termination.

Legal Drugs

A “legal drug” is any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed. Any employee who abuses a legal drug will be subject to discipline up to and including termination. “Abuse of a legal drug” means the use of any legal drug for any purpose other than the purpose for which it was prescribed or manufactured, or in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer. Any employee who purchases, sells, manufactures, distributes, transports, possesses or dispenses any legal prescription drug in a manner inconsistent

with the law will be subject to discipline up to and including termination. Any employee who works while impaired by the use of a legal drug will be subject to discipline up to and including termination whenever such impairment might (1) endanger the safety of the employee, students or some other person; (2) pose a risk of significant damage to Charter School property or equipment; or (3) substantially interfere with the employee's job performance or the efficient operation of the school or Charter School equipment.

The Charter School recognizes that employees may be prescribed legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in their impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee, students or someone else, pose a risk of significant damage to Charter School property, or substantially interfere with the employee's job performance. If an employee is so impaired by the appropriate use of legal drugs, he or she may not report to work.

Nothing in this policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this policy. Furthermore, nothing in this policy is intended to diminish the Charter School's commitment to employ and reasonably accommodate qualified disabled individuals. The Charter School will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability.

Alcohol

Any employee who is under the influence of alcohol during work hours will be subject to discipline up to and including termination. Similarly, employees are prohibited from engaging in the unauthorized use, possession, purchase, sale, manufacture, distribution, transportation or dispensation of alcohol during work hours or while attending work-related events. Nothing in this policy prohibits an employee from consuming alcohol at a Charter School-sponsored event or while attending a work-related function where alcohol is served and students are not present, provided that the employee exercises good judgment to avoid becoming inebriated.

Disciplinary Action

A first violation of this policy will result in immediate termination whenever the prohibited conduct caused injury to the employee, a student, or any other person, or endangered the safety of the employee, students, or any other person.

In circumstances other than those described in the above paragraph, the Charter School will exercise its discretion to determine whether to terminate an employee for a first violation of this policy. In addition to termination, disciplinary action for a violation of this policy can include, but is not limited to, suspension, demotion and/or counseling.

Criminal Convictions

An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any Charter School-related activity or event will be deemed to have violated this policy. Employees must notify the Charter School in writing of any conviction under a criminal drug statute for any violation occurring in the workplace or off-duty within five (5) days after any such conviction. The Charter School will notify any agency it is required to notify by law of any employee who has been convicted under a criminal drug statute.

Off-the-Job Conduct

This policy is not intended to regulate off-the-job conduct, so long as the employee's off-the-job drug use does not result in the employee being under the influence of or impaired by the use of drugs in violation of this policy, and otherwise does not have a negative impact on the Charter School's reputation, environment or ability to educate its students.

Confidentiality of Drug Use Disclosures

Disclosures made by employees to the Human Resources contact concerning their use of legal drugs will be treated with due regard to confidentiality and will ordinarily not be revealed to others unless there is a work-related or school-related reason for doing so. Disclosures made by employees to the Human Resources contact concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially to the extent legally permitted.

Drug-Free Awareness Program

The Charter School has established a Drug-Free Awareness Program. Employees with questions about the Program are encouraged to contact the Human Resources contact.

Confidentiality of Information

During employment, employees may have access to and/or become aware of information of a confidential, proprietary, or private nature ("Confidential Information"). For purposes of this policy, "Confidential Information" includes but is not limited to: information and data relating to Charter School students; non-public Charter School budget or financial information; and payroll and personnel information relating to current or former employees.

At all times during and after employment with the Charter School, employees are required to hold all Confidential Information in trust and keep Confidential Information confidential.

During employment with the Charter School, employees may use Confidential Information or disclose Confidential Information to a third party only: (1) as reasonably required in the course of employment with the Charter School; (2) as permitted with the prior written consent of the Charter School; or (3) as may otherwise be required by law.

If the employee is in doubt about whether information should be disclosed or used, the employee should discuss the situation with the Executive Administrator before disclosing or using the information.

Employees' obligations under this Confidentiality of Information policy remain in effect even after their employment relationship with the Charter School ends. After separation of employment, an employee may not use or disclose Confidential Information to any third party unless required to do so by law. Upon separation of employment, employees must immediately return to the Charter School any and all documents, computer or electronic files, print-outs, copies, or other information containing Confidential Information in their possession, custody or control. If the employee is requested to disclose Confidential Information to a third party in a subpoena or similar type of request, the employee shall give written notice to the Charter School's Director of such request as soon as is reasonably possible and at least five business days prior to Employee making any such disclosures.

Additionally, under this Confidentiality of Information policy, employees must comply with all confidentiality-related obligations imposed by the Family Educational Rights and Privacy Act (FERPA).

Conflict of Interest

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

Smoke-Free Campus

The Charter School facilities, including but not limited to parking lots, athletic fields, and any other spaces accessible to employees, students, and/or parents, are all smoke-free.

THE WORKPLACE

Employee Classifications

Each Charter School employee is either “exempt” or “nonexempt.” An employee’s duties, responsibilities, and salary determine whether his or her position is exempt or nonexempt. Employees classified as nonexempt are eligible for overtime pay according to applicable state and federal guidelines. Employees in exempt positions are not eligible for overtime pay.

In addition, employees will fall within one (1) of the following categories:

- **Regular Full-Time Employees:** Regular full-time employees are regularly scheduled to work forty (40) or more hours per week during weeks they are scheduled to work. Generally, they are eligible for the employment benefit and leave programs provided by the Charter School, subject to the terms, conditions and limitations of each benefit program, as described later in this handbook.
- **Regular Part-Time Employees:** Regular part-time employees are regularly scheduled to work fewer than forty (40) hours per week during weeks they are scheduled to work. Employees who are not scheduled to work but who work on an as-needed basis, and who regularly work less than forty (40) hours per week, are also considered part-time employees. As described later in this handbook, part-time employees receive all legally-mandated benefits and leaves, but they generally are ineligible for all of the Charter School’s other employment benefit and leave programs. Regular part-time employees may be required to work forty (40) or more hours during a particular week as needed by the Charter School’s work requirements, but such short-term increases in the hours worked will not change the individual’s status as a regular part-time employee except as otherwise required by applicable law. A change from part-time to full-time status will be effective only if the employee has been advised in writing of the status change by the Human Resources contact.
- **Temporary Employees:** 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.

Each Charter School employee also falls into one (1) of the following four (4) categories: “Teacher,” “Administrative Employee,” “Administrative Support Staff,” or “Staff Employee.” Some of the policies and benefits described herein depend on whether the employee is a Teacher, Administrative Employee, Administrative Support Staff or Staff Employee. Those categories are defined as follows:

- Teachers are those employees hired by the Charter School for the primary purpose of instructing Charter School students. This category does not include substitute teachers.
- Administrative Employees are those employees working in the positions of Executive Director, Executive Administrator, Director of, and Coordinator of.
- Administrative Support Staff are those employees working in the positions of Program Coordinator, Parent Coordinator, and SCC Managers.
- Staff Employees are those employees who work in any of the following positions: Office staff, Custodial staff, Tutor, and Behavior Intervention Implementation Assistant, and supervision aides. This category also includes any other employees of the Charter School who do not fall into the categories listed above.

Work Schedule

The Charter School’s hours of school operation during the academic year are generally 7:30 a.m. to 6:00 p.m., Monday through Friday. The regular workday schedule for nonexempt full-time employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements with a minimum onsite obligation of 8 hours.

Scheduling

All employees will be assigned a work schedule suitable for their position and will be expected to begin and end work according to their schedules. Please note that schedules may vary depending on (1) whether school is currently in session; and (2) whether employees work on an academic year basis or on a twelve-month basis; and (3) whether there is a special event requiring a modified schedule.

All work schedules are subject to change. If an employee needs to temporarily modify their schedule, they must obtain approval from their immediate supervisor. Permanent or extended work schedule modifications must be approved by the Executive Administrator, or Executive Director.

Meal and Rest Periods

The Charter School provides employees with meal and rest breaks according to applicable laws. All employees are encouraged to take appropriate meal and rest breaks.

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

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

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

Lactation Accommodation

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

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

Attendance and Tardiness

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning.

If it is necessary to be absent or late, employees are expected to telephone the Executive Administrator as soon as possible (preferably by 2:30 p.m. of the previous day) but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Executive Administrator sufficiently informed of the situation.

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

Timecards/Records

By law, Charter School is obligated to keep accurate records of the time worked by all employees. Such employees shall keep be required to utilize the School's timecard system (YPICS Paycom System).

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

All employees are solely responsible for ensuring accurate information on their timecards and remembering to record time worked. If an employee forgets to mark their timecard or makes an error on the timecard, the employee must leave a comment on their timesheet to make the correction and such correction will be reviewed by the Executive Administrator/Supervisor.

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

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

Use of Charter School Technology and Other School Property

School Property

All desks, workstations, computers, and equipment are Charter School property. Depending on the employee's job duties, the Charter School may issue an employee property to assist in his or her work, and the employee is fully responsible for any Charter School property issued. It must be stressed that employees do not have a reasonable expectation of privacy with respect to use of Charter School technology and other School property discussed herein.

Use of Technology Resources

The Charter School utilizes various forms of technology resources in conducting its business. "Technology resources" refers to all electronic devices and systems, software, and means of electronic communication including, but not limited to, the following: communication applications (SLACK/ Google Voice); personal computers and workstations; laptop computers; mini and mainframe computers; computer hardware such as disk drives; peripheral equipment such as printers, modems, scanners, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; telephones; voicemail systems; electronic-mail systems; portable computer devices; cellular telephones; personal digital assistant devices (sometimes referred to as PDA's); personal organizers and other electronic wireless communication devices; digital cameras; and video recorders. The Charter School's technology resources are Charter School's property, and there are special rules that apply to the technology resources as set forth below.

Depending on the employee's job duties, the Charter School may provide an employee with access to some or all of its technology resources or issue an employee a technology resource to use for business purposes. Only employees whose job performance will benefit from the use of the Charter School's technology resources will be given access to or issued technology resources.

Employees who use the Charter School's technology resources must do so responsibly, and are required to comply with all state and federal laws, the policies of the Charter School, and with normal standards of professional and personal courtesy and conduct. Racist, sexist, harassing or threatening language is strictly prohibited. For example, there is to be no viewing, transmitting, downloading, sharing, use or printing of sexually-explicit images, messages, or cartoons; or any viewing, transmitting, downloading, sharing, use or printing of materials that contain ethnic slurs, racial epithets, derogatory, defamatory, obscene or offensive statements or images; or anything that may be construed as harassment or disparagement of others based on their race, national origin, ancestry, sex, gender identity, pregnancy, sexual orientation, marital status, age, physical or mental disability, genetic information, medical condition, religious beliefs, family care or medical leave status, veteran status or any other characteristic protected by federal, state or local laws.

In addition, employees also are prohibited from using the Charter School's technology resources for gambling. Employees must not use the technology resources to copy, retrieve, forward or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

Personal Use of School Property and Technology Resources

The Charter School's property and technology resources are to be used by employees for the purpose of Charter School business. This policy does not prohibit limited use of a personal or social nature on the employee's non-work time, providing such use does not violate any of the Charter School's policies or detract from the employee's performance of his or her job duties. The Charter School reserves the right to determine when personal use of technology resources or property is excessive or improper, and may require reimbursement from an employee and/or discipline the employee when the employee has used the resources or property excessively or improperly.

The Charter School's Right to Access and Inspect School Property and Technology Resources

The Charter School reserves the right to inspect all Charter School property, including but not limited to desks, workstations, cabinets, drawers, and closets, as well as any contents, effects, or articles in Charter School property. Such inspection can occur at any time, with or without advance notice or consent.

In addition, the Charter School specifically reserves the right to access, monitor and inspect the contents of, and data stored in, all of its technology resources at any time for any reason, in its sole discretion. Employees should understand that they have no right of privacy with respect to any messages or information created, maintained, received or stored on Charter School's technology resources, even if those devices require a personal password to use or access or if the information has been deleted. All email, text and voicemail messages sent and received, including personal messages, all Internet sites visited, and all data and information stored on Charter School's technology resources may be accessed, monitored and inspected by the Charter School and are Charter School property, regardless of content. Any employee who chooses to use a Charter School technology resource for personal use does so with the express notice that the Charter School has the right to access, monitor and inspect all information on the device, including but not limited to reviewing any personal voicemails, email messages, text messages, images, video or other personal information stored on the device. The Charter School may conduct this inspection by reviewing the contents of the technology resources or by obtaining and reviewing records maintained by a third-party that supplies services to the Charter School pertaining to the technology resources.

The Charter School reserves the right to advise appropriate legal authorities of any incident where it reasonably believes an employee violated the law.

Cellular Phone Use and Electronic Wireless Communication Policy

Because of their job responsibilities, some Charter School employees may be assigned cellular phones or electronic wireless communication devices ("ECDs") by the Charter School. Charter School cellular phones and ECDs are Charter School property and are to be used by employees for the purpose of Charter School business. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account. This policy does not prohibit limited use of the cellular phones or ECDs for personal use during the employee's non-work time, provided such use does not violate any Charter School guidelines and practices or detract from the employee's performance of his or her job duties. Frequent use of Charter School cellular phone or ECDs for personal calls during work time or during non-work time is a violation of this policy. The Charter School reserves the right to determine when personal use of the cellular phone or ECDs is excessive or improper, and may require reimbursement from an employee and/or discipline the employee when the employee has used his or her Charter School cellular phone and/or ECDs excessively or improperly.

As set forth in more detail above, the Charter School has the right to inspect information and data stored on Charter School-issued cellular phone and ECDs, such as incoming and outgoing call history records, text messages, voicemail messages, images and videos. To the extent allowed by law, the Charter School also reserves the right to inspect other information about an employee's use of a Charter School-issued cellular telephone and/or ECDs that is available through the network provider's records. The Charter School reserves the right to rescind cellular phone or ECDs privileges at any time and for any reason.

In addition, the Charter School requires employees to safely use cellular phones while driving during work hours, regardless of whether they are personal or Charter School-issued cellular phones. Employees who use handheld cellular phones must refrain from making or receiving business calls while driving. If an employee needs to make or receive a business phone call using a handheld device while driving, the employee must stop and park his or her vehicle in a proper parking area for the call. Employees who use hands-free cellular phones must keep business conversations brief while driving, and must stop the vehicle and park in a proper parking area if the conversation

becomes involved, traffic is heavy, or road conditions are poor. In an emergency situation only, such as a traffic accident or car trouble, the Charter School recognizes that employees may find it necessary to make a cellular phone call using a hand-held device while driving.

The Charter School also prohibits employees from writing, sending or reading a text-based communication on an ECDs while driving during work hours, regardless of whether the employee is using his own or a Charter School-issued ECDs. For example, employees may not drive during work hours and engage in text messaging, instant messaging, or send or read electronic mail.

Employees who violate this policy are subject to disciplinary action up to and including termination from employment. Please notify the Human Resources contact if you have any questions about cellular phone or ECD use.

Return of School Property and Technology Resources

An employee who is issued Charter School property or technology resources must return the items when requested by the Charter School or upon voluntary or involuntary termination of employment. All technology resources (i.e. computers, tablets, cords, chargers, cameras, and microphones) must be returned to the Learning and Support Center or the Director of Technology Integration. All other YPICS property must be returned to the site Executive Administrator or designee. If equipment is left at any other location, the employee will be responsible for any resulting damages to, or misuse of, the property or technology resources.

An employee may face disciplinary actions, up to and including termination, if any Charter School property or technology resources issued to him or her is lost, lost due to late return, damaged, misused or not returned to the Charter School. The Charter School reserves its right to recover the value of the property or technology resources from an employee to the full extent authorized by law. Loss of property is to be replaced within the school year. Employees may choose to replace the item at the same value determined by the Charter School, or repay the Charter School through payroll deduction for the replacement cost of the lost or damaged property.

Personal Business

The Charter School's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use School material, time or equipment for personal projects.

Social Media

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

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

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

Dress Code

Business casual attire is required of all Charter School employees. All employees must exercise good judgment in their choice of professional appearance for work and work-related activities by always appearing in a way that is appropriate to the situation, and that will:

- invoke a positive professional impression from the community,
- provide appropriate role modeling for students,
- promote a working and learning environment that is free from unnecessary disruption and distractions, and be conducive to high student and staff performance.

During the workday and anytime employees attend work related activities or functions, including activities or functions to which school personnel or students are invited or in which the school personnel or students participate (for example, parent advisory meetings, meetings or conferences with parents, school performances, student competitions, educational or other professional conferences, etc.), employees shall appear in a professionally appropriate manner. Examples of business casual attire include, but are not limited to:

- dress slacks, chinos, and dressy jeans
- dress coordinates
- suits, sports coats, Blazers
- sweater (i.e., cardigan)
- collared shirts or blouse
- non collared shirts paired with/ under a sweater or blazer
- professional dresses
- ties
- casual dress and dress shoes (no athletic shoes except for PE, supervision, and maintenance staff)
- clothing with the officially sanctioned school logo

Staff is not permitted to wear any clothing, paraphernalia, grooming, jewelry, accessories, or body adornments that are disruptive or potentially disruptive to the educational environment as determined by the Executive Director. Examples of clothing, accessories, or body adornments that are not acceptable:

- body piercings (must be modest in size and covered when possible)
- body art (must be covered)
- athletic shoes except for PE, supervision, and maintenance staff
- open toed shoes or sandals including Croc style footwear
 - for safety purposes
 - open heel shoes require a strap
- jeans with tears, holes, or frayed
- graphic or screen t-shirts and non-collared shirts (except for PE teachers and maintenance staff)
- leggings when children are on campus
- headwear inside a building (headwear worn inside a building is permitted if it is of a professional nature, or for health or religious reasons)
- sunglasses inside a building
- Athletic wear including sweatshirts, sweatpants, sweat suits, yoga pants (except for PE teachers, maintenance staff)
- Any clothing that:
 - is an inappropriate length or size.
 - contains language or images that are vulgar, discriminatory, or obscene.
 - promotes illegal or violent conduct, such as the unlawful use of weapons, drugs, alcohol, tobacco, or drug paraphernalia, gang symbols or gang attire.
 - exposes cleavage, private parts, the midriff, or undergarments or that is otherwise sexually provocative.
 - items that are considered sleepwear.

Executive Administrators or designees are delegated the authority and bear the responsibility for ensuring compliance with this policy and are expected to counsel and/or discipline employees who they supervise on professional appearance in conformance with this policy. Executive Administrators or designee will be given the authority to establish stricter appearance requirements than are required by this policy on a temporary or permanent basis as necessitated by the health, safety, discipline, "esprit de corp," educational, public relations, or other needs of that Division/school/work site. In addition, an Executive Administrator or designee may deviate from this policy temporarily to meet the needs of specific division/school/work sites for an appropriately specified purpose. These include:

- spirit events (i.e., College Mondays, Pop-Day, or School Logo Fridays)
- service days
- professional development days (students are not present)
- rainy days
- schoolwide testing days

An Executive Administrators or designee must approve temporary deviations. The Executive Director must approve long term or non-temporary deviations.

Employees who report to work wearing inappropriate attire will be sent home and asked to return to work in proper clothing. Unless otherwise required by law, such employees will not be compensated for the time away from work. Employees also may be subject to discipline if they appear at work inappropriately dressed. If an employee has any questions about the dress code, the employee should contact Human Resources.

Telework Policy

Purpose

YPICS recognizes approved teleworking as a necessary work arrangement as a result of the ongoing impacts of the coronavirus ("COVID-19") pandemic. This policy details conditions and requirements which apply to all temporary telework assignments due to the impacts of COVID-19.

Definition

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

General Requirements

Employees shall not telework unless they receive advance written approval from the School. Employees shall make arrangements with their supervisor and co-workers to address on-site job demands that arise, including returning to the work site to perform certain job duties as needed or as directed by their supervisor. Employees shall be responsible for following all School policies and procedures when teleworking. Employees shall also be solely responsible for the performance of their telework duties; assistance from third parties is strictly prohibited.

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

Eligibility Considerations

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

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

Supervisor Responsibilities

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

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

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

Communication and Accessibility

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

Safety

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

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

Supplies, Equipment, and Furniture

The School will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software,

and photocopiers) for each telework assignment on a case-by-case basis. The School will not provide office furniture for the workspace at home.

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

Reimbursement

The School shall reimburse employees for actual and necessary expenses incurred in the employee carrying out School business when such expenses are expressly authorized and preapproved by the School.

INTERNET REIMBURSEMENT: The School shall reimburse an employee's costs for internet at \$25.00 per pay period flat-rate, based upon a reasonable percentage of work-related use.

CELL PHONE REIMBURSEMENT: The School will not reimburse an employee's cell phone bill. Employees are provided a school provided work phone and or access to Google voice, which allows employees to use the school provided computer to make work related phone calls when necessary.

Employees who believe their expenses exceed the reimbursement the School provides shall be required to submit copies of their internet. Such bills may be redacted as needed to remove any private/confidential information.

Information Security and Confidentiality

Employees must never provide any third parties access to the School network or share network access passwords, and must comply with all policies and procedures related to information security and network access.

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

Performance Standards

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

Professional Boundaries

Employees must maintain appropriate levels of professionalism when interacting remotely with students and/or student's family members in full compliance with the School's "Professional Boundaries: Staff/Student Interaction" policy and as summarized below:

- Limit communications with students to issues involving School activities or classes only;
- Ensure professional communications with students by avoiding conversations of an overly personal, inappropriate, sexual, offensive, or indecent nature;
- Respect the privacy rights of students by ensuring communications and/or documents involving confidential pupil information are safeguarded appropriately;
- Maintain the same degree of formality as would be appropriate when working on-site, including in manner of speech, tone, method of communication, and appearance and dress, particularly when the employee may be communicating with students via video chat; and

- Continue to comply with any and all School policies, including enforcing appropriate student behavior and student discipline, child abuse and neglect reporting protocols, and prohibitions on harassment or other inappropriate conduct.

Employees who fail to demonstrate acceptable professional boundaries during a telework assignment may be subject to disciplinary action, up to and including termination from employment.

Evaluation and Duration

Evaluation of employee performance during the teleworking assignment may include daily interaction by video, phone and/or email between the employee and the supervisor, and weekly face-to-face and/or video meetings whenever possible to discuss work progress and problems, as needed.

The School may modify or terminate telework assignments at any time, with or without cause or advance notice. Although not required, the School shall endeavor to provide seven (7) days' notice of the modification or termination of any telework assignment whenever possible.

Health and Safety Policy

The Charter School is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Executive Administrator any potential health or safety hazards, and all injuries or accidents.

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

COVID-19 Mandatory Vaccination Policy

Purpose

Consistent with YPICS's legal duty to maintain a safe and healthy workplace and to limit the spread of COVID-19, the School shall enforce this COVID-19 Employee Vaccination Policy ("Policy"). The purpose of this Policy is to protect the health, safety, and well-being of all School employees, students, families, and stakeholders to the maximum extent possible, and to facilitate a safe and meaningful return to in-person instruction. At the time of adoption of this Policy, the COVID-19 vaccination is not available for most students (based upon student age). This Policy shall be implemented in a manner that is consistent with current federal, state, and local law, as well as applicable public health guidance, including that from the Centers for Disease Control and Prevention ("CDC") and the California Department of Public Health ("CDPH").

Scope

This Policy applies to all School employees who enter campus for any period, or have contact with any employees, students, or other School stakeholders, however brief. All employees are expected to perform part of their work duties on campus when requested. Requests during Distance Learning for these purposes will be made in advance, but all employees need to be prepared to respond to such requests. This Policy applies to COVID-19 vaccines that are currently available to School employees under Food and Drug Administration ("FDA") Emergency Use Authorization, as well as those that may later become available under FDA Emergency Use Authorization. Should any COVID-19 vaccine receive FDA non-emergency use authorization, this Policy will apply to such vaccines as well. Additionally, should any COVID-19 vaccine require two (2) doses for complete inoculation, compliance with this Policy requires both doses.

Policy

It is the policy of the School to mandate that all employees receive the COVID-19 vaccine. Employees who refuse to comply with this Policy **and who are not otherwise eligible for an accommodation consistent with applicable legal requirements as further detailed below** will be placed on unpaid/inactive status until they comply. Employees who refuse to vaccinate for COVID-19 and who are not otherwise entitled to an accommodation will be excluded from campus/the workplace pending compliance with this Policy. Continued absences from work as a

result of noncompliance with this Policy may be deemed unexcused, and result in disciplinary action, up to and including termination from employment.

Consistent with applicable law, the School will pay all nonexempt employees for time spent receiving the COVID-19 vaccine, assuming the vaccine cannot be obtained during working hours. The School will also reimburse all employees for the cost of the vaccine (if any), as well as reasonable and necessary mileage (if applicable). All reimbursements require appropriate supporting documentation.

Proof of Vaccination

Once School employees receive the COVID-19 vaccine, either when directed to do so or when available, they must provide the School with written proof of COVID-19 vaccination. Written proof of COVID-19 vaccination currently means a vaccination card disbursed to COVID-19 recipients, post inoculation. Failure to provide the School with written proof of COVID-19 vaccination upon request by the School constitutes noncompliance with this Policy. The School further reserves the right to request proof of both the first and second vaccination doses for COVID-19, if applicable.

When providing proof of vaccination, employees must not provide any medical or genetic information to the School. It is an employee's responsibility to ensure their proof of vaccination is free from medical and genetic information.

The School shall strictly maintain confidentiality of all employee COVID-19 vaccination data and related medical information, other than reporting the results to federal, state, and local health departments or agencies, only where required by law. The School will store all medical information about any employee separately from the employee's personnel file in order to limit access to this confidential information. The School will have a separate confidential medical file for each employee where the School stores employee medical information. Medical information includes COVID-19 vaccination data. Please provide HR with an updated copy of your Vaccine Card. Ms. Zubia, YPICS HR Coordinator, will communicate how to upload the requested documentation in PAYCOM.

Continued Health and Safety Protocol

Consistent with the School's health and safety protocol, including its COVID-19 Health and Safety Policy and COVID-19 Injury and Illness Prevention Plan Addendum, and until guidance from federal, state, and local public health agencies is revised, all employees must continue to abide by all COVID-19 health and safety protocols, regardless of vaccination status. This includes but is not limited to continued use of facial coverings, frequent hand washing, and social distancing practices.

Requests for Accommodations

Employees who are unable to comply with this Policy due to a qualifying disability or sincerely held religious belief, practice, or observance as defined by applicable law may be entitled to an accommodation from the School's COVID-19 vaccination requirement. Once the School is on notice that an employee may be unable to comply with the Policy due to a qualifying disability or sincerely held religious belief, practice, or observance, the School will engage in an interactive process with the employee, and work to identify any possible accommodations. As part of the interactive process, the School reserves the right to request supporting documentation or a medical certification which documents the basis for the requested accommodation. The School may not be required to provide employees with an accommodation should the accommodation result in a direct threat to health and safety at the School or to the employee, or if the accommodation will cause an undue hardship for the School. Employees who believe they may be entitled to a legally valid accommodation consistent with this Policy should contact Human Resources.

Additionally, any YPICS employee under an approved COVID-19 medical or religious exemption may not enter a YPICS campus collocated on a LAUSD property per LAUSD policy.

Non-Discrimination

The School will not discriminate, harass, or retaliate against any employee for receiving the COVID-19 vaccine, refusing to receive the COVID-19 vaccine, or for requesting a lawfully- recognized accommodation from the COVID-19 vaccination Policy.

Disclaimer

As public health and legal guidance regarding COVID-19 vaccinations evolves, the School reserves the right to revise this Policy. Upon any revision to this Policy, the School will provide immediate notice in writing to all employees.

Should you have any questions regarding this Policy, you may contact Executive Director Yvette King-Berg at ykingberg@ypics.org. No Executive Administrator can change this policy.

Security Protocols

The Charter School has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Executive Administrator. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Executive Administrator when keys are missing or if security access codes or passes have been breached.

Occupational Safety

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

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

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

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

Accident/Incident Reporting

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

Reporting Fires and Emergencies

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

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

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

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

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

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Executive Administrator to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form via Paycom.

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

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

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. The Charter School will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Executive Administrator. The Charter School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

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

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

Makeup Time

On occasion, employees may need to take time off during working hours to tend to personal obligations. For nonexempt employees, this would normally mean relinquishing any pay for those lost hours or else using vacation time. Pursuant to this policy, however, nonexempt employees who have obtained prior written approval may take time off and then make up the time later in the same workweek, or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek.

The makeup work must be performed in the same week that the work time was lost. The Charter School's seven (7) day work week starts Monday at 12:00 a.m. and ends Sunday at 11:59 p.m.

Makeup time worked will not be paid at an overtime rate. Employees may not work more than eleven (11) hours in a day or forty (40) hours in a workweek as a result of making up time that was or would be lost due to a personal obligation. Paycom should clearly reflect when the time was missed and when the time was made up.

A makeup time request must be approved in writing before an employee takes requested time off or works makeup time, whichever is first. Employees must adhere to the following procedure to request makeup time:

- Makeup time requests must be submitted to your Director on the form provided by the Charter School. Makeup time request forms can be obtained from the front office.
- If an employee requests time off that the employee will make up later in the week, the employee must submit a request before the desired time off. If an employee wants to work makeup time first and to take time off later in the week, the employee must submit a request before working the makeup time.
- A separate written request is required for each occasion the employee requests makeup time.
- Requests will be considered for approval based on the Charter School's legitimate business needs at the time the request is submitted.

If an employee takes time off and is unable to work the scheduled makeup time for any reason, the hours missed normally will be unpaid. However, the employee's supervisor may arrange with the employee another day within the same workweek to make up the time if possible, based on scheduling needs. If an employee works makeup time before the employee plans to take off, the employee must take that time off, even if he or she no longer needs the time off for any reason.

An employee's use of makeup time is completely voluntary. The Charter School does not encourage, discourage, or solicit the use of makeup time.

Paydays

Employees are paid on the fifteenth day and the last day of every month. If a payday falls on a holiday or weekend, payday will be on the preceding workday.

Wage Attachments and Garnishments

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

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Principal will discuss the situation with the employee.

Health Care Benefits

Eligibility

An employee is eligible for medical coverage if he or she is a regular employee working for the School at least thirty (30) hours per week.

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

Regular part-time employees may be eligible to purchase health care benefits through the Charter School, provided that they otherwise meet the requirements of the health care plan(s). These employees will pay the entire cost of the health care benefits (the Charter School will not pay any portion of the costs of the health care benefits for these employees).

When Coverage Starts

Employee coverage will begin on the first day of the next month of employment. An enrollment form must be submitted to the Principal as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

Retirement Benefits

Eligible employees performing creditable service participate in the State Teachers Retirement System (STRS). Other full-time employees may participate in the Charter School's 403(b) retirement plan.

For more information about the Charter School's retirement benefits, please contact the Human Resources contact. Employees may also contact STRS directly.

Life Insurance

Life insurance is available to eligible regular full-time employees. For more information about life insurance, please contact the Human Resources contact.

COBRA Benefits

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

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

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

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

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

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

plan.

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

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

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

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- The Charter School stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29)-months due to disability and there has been a final determination that the employee is no longer disabled.

PERSONNEL EVALUATION AND RECORD KEEPING

Performance Evaluations

The Charter School performance evaluation process is intended to make an employee aware of his or her progress, areas in which improvement is needed, and objectives or goals for future work performance. The performance evaluation process provides both the employee and the employee's supervisor with the opportunity to discuss the employee's job, tasks, identify and correct weaknesses in performance, encourage and recognize strengths, and discuss methods for improving the employee's performance.

Favorable performance evaluations do not guarantee increase in salary, promotions, or continued employment.

Administrative Staff, Administrative Support Staff, and Staff Employees will receive performance evaluations at least once per year. Teachers are observed and evaluated formally and informally throughout the academic year.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Executive Administrator advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. The Charter School will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Executive Administrator. Only the Executive Administrator or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

HOLIDAYS, VACATIONS AND LEAVES

Holidays

Regular full-time employees who work twelve (12) months will receive time off with pay at their normal base rate for each of the twenty (22) Charter School-observed holidays listed below provided that they are employed by the Charter School at the time of the holiday. If the holiday falls on a Saturday, the Charter School will designate the Friday prior as the paid day off. If the holiday falls on a Sunday, then the Charter School will designate the Monday adjacent to the weekend as a paid day off.

New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day
Cesar Chavez day
Easter Monday (at the Charter School's designation)
Juneteenth
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve day
YPICS's Winter Holiday – shutdown week, 3 days (at the Charter School's designation)
YPICS's Summer Holiday – shutdown week, 4 days (at the Charter School's designation)

Due to the nature of their job positions, Administrative Employees and Staff Employees do not receive any holidays (other than those days specifically listed above) during Winter Break, Spring Break or Summer Break, but they may choose to request vacation time during those breaks, subject to the approval of the employee's supervisor.

Employees on an unpaid leave of absence will not receive holiday pay. Exempt employees may be required to work during Charter School holidays, as dictated by the Charter School's business needs, but they will not receive any additional compensation for that time. Nonexempt employees should not perform any work during Charter School holidays unless specifically requested by their Director or Executive Director, in which case the nonexempt employee will receive his or her regular rate of pay for the hours worked in addition to the holiday pay.

Vacation

Eligibility and Accrual

12 Month Employees

Regular full-time employees who are employed on a twelve-month basis may accrue and take paid vacation time. Eligible employees accrue thirteen (13) days of paid vacation per year. Vacation is accrued on a monthly basis (i.e., an employee accrues 1.09 vacation days per month).

All Other Employees

No other employees are eligible to earn vacation benefits, including teachers, regular part-time employees and temporary employees.

Vacation days do not accrue during any unpaid leave of absence.

Vacation Cap

Eligible employees may only accrue a maximum of 1 1/2 times their annual vacation accrual amount. Regular full-time employees who are employed on a twelve-month basis may not accrue more than twenty (20) days of unused vacation time.

If the employee reaches the vacation cap, the employee shall not accrue additional vacation time unless and until he or she uses vacation time such as to reduce the amount of accrued unused vacation time below the maximum accrual cap. At this point, the employee will resume earning vacation time, prospectively, until he or she again reaches the vacation cap.

Compensation for Vacation

Vacation can be taken in half-day or full-day increments. Employees will receive pay at their normal base rate for vacation days taken. Eligible nonexempt employees will be paid for vacation based on an eight (8) hour workday. Eligible employees who have accrued vacation days may not receive pay in lieu of vacation except upon termination, at which point any accrued but unused vacation time will be paid.

Sixteen (16) hours of vacation can be used in one (1) hour increments for reasons such as accidents involving the employee, the employee's immediate family, or property; and for other reasons which may result from an uncontrollable event, expected or not, and which must be attended to during duty hours. If an employee needs to use fifteen (15) minutes or more, one (1) hour of vacation time will be utilized.

Vacation Approval and Scheduling

Requests for vacation time must be approved in advance. In order to request vacation time, employees must submit a time off request in Paycom and notify their supervisor of their submitted request at least two weeks prior to the requested vacation time, absent extraordinary circumstances that the Charter School determines, in its sole discretion, warrant less notice.

Requests for vacation must be approved in advance by your Supervisor, Executive Administrator, or the Executive Director.. The Charter School's Executive Administrator and the Executive Director retain ultimate discretion to approve or deny a request for vacation. Depending on an employee's position and due to the special nature of running a school, the Charter School's Executive Administrator and/or the Executive Director may determine that an employee is not allowed to take vacation during certain periods of the school year. In an emergency, the Charter School retains the right to require an employee to cancel a previously-approved vacation when necessary to meet the Charter School's business needs. **The Charter School strongly discourages employees from requesting vacation time the day before or after a long weekend or break during the academic school year.** *The Charter School provides 22 paid holidays to ensure ample time for employees to refresh and recharge. The organization can not afford for individuals to attempt to make mini-3 and four-day vacations out of holiday weekends. When this happens it negatively impacts instruction and operations. It takes the entire staff to safely operate schools.*

An employee may only use accrued vacation time, and the Charter School generally will not advance or allow employees to borrow vacation time that will be accrued in the future. In limited circumstances, the Charter School may make exceptions to this policy in its sole discretion on a case-by-case basis.

In the event that two (2) or more employees have requested vacation time covering the same period and may not be absent simultaneously, preference shall ordinarily be given to the employee with the greater length of service.

In accordance with applicable law, the Charter School requires employees eligible to accrue and take paid vacation to take up to two (2) weeks of earned but unused vacation leave prior to the employee's receipt of Paid Family Leave benefits.

Unpaid Leave of Absence

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

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

During a Family and Medical Leave Act, California Family Rights Act leave and /or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force provided the employee pays the appropriate premiums.

Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

Sick Leave

Eligibility and Accrual

Paid sick leave is available to all Charter School employees who work at least two (2) hours per week for at least thirty (30) days within the span of a single calendar year from the commencement of employment. All eligible teachers shall be credited with eighty (80) hours of sick leave on August 1. All eligible full-time administrators working on a twelve (12) month basis shall be credited with one hundred and twelve (112) hours of sick leave on July 1. All eligible full-time Administrative Staff(excluding Administrators) or Administrative Support Staff (other than Administrator)classified working on a twelve (12) month basis shall be credited with ninety-six (96) hours of sick leave on July 1. All eligible full-time Staff Employees working on a twelve (12) month basis shall be credited with eighty (80) hours. For all other employees, they shall accrue one (1) hour of sick leave for every thirty (30) hours worked.

For those eligible employees noted above, accrued sick leave may carry over from year to year up to a cap of seventy-two (72) hours. The Charter School does not pay employees in lieu of unused sick leave.

Use

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or sibling, or a designated person (i.e., one who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of one (1) hour. Accrued sick leave does not carry over from year to year and the School does not pay employees in lieu of unused sick leave.

If an employee is absent longer than three (3) days due to illness, medical evidence of their illness and/or medical certification of their fitness to return to work satisfactory to the School may be required. The School will not tolerate abuse or misuse of the sick leave privilege. If the School suspects abuse of sick leave, the School may require a medical certification from an employee verifying the employee's absence.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave.

Requesting Sick Leave

Eligible employees should call their direct supervisor. Directors need to call the Executive Director or the Human Resources contact as soon as they are aware that they are unable to report to work. If an Administrative Employee is absent from school due to illness, he or she must notify the school by 2:30 p.m. whether he or she will be absent the next school day. If the employee believes he or she can report to work the next day but subsequently becomes more ill, he or she should notify their director supervisor as soon as possible of the changed circumstances. If medical circumstances allow, employees should add in a time-off request in Paycom before taking sick leave.

Requests for sick leave pertaining to preventive care, to diagnose, treat, or care for an existing health condition, to assist a family member who must receive preventative care or a diagnosis, treatment, or care for an existing health condition must be approved in advance. In order to request sick leave, employees must submit a time off request in Paycom and notify their supervisor of their submitted request at least two (2) weeks prior to the requested sick leave, absent extraordinary circumstances that the Charter School determines, in its sole discretion, warrant less notice.

Coordination of Sick Leave Benefits With Other Benefits

The Charter School will pay sick leave benefits (to the extent they have been accrued) to an eligible employee during the normal waiting period, if applicable, before the employee is paid workers' compensation benefits pursuant to the applicable law governing industrial injury or illness. Similarly, the Charter School will pay sick leave benefits during the normal waiting period, if applicable, before the eligible employee is paid benefits from state disability or other disability plan.

Personal Necessity Leave

Teachers may use up to twenty-four (24) hours of their sick leave for personal necessity leave per year. Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the teacher's immediate family (this is in addition to Bereavement Leave), an accident involving the teacher's person or property or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for a teacher who is the parent of the child to be absent from their position during work hours, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday. Teachers must request personal necessity leave at least one (1) week in advance unless an emergency situation occurs. Personal necessity leave is not vacation, does not accrue, cannot be carried over into the following year, and is not eligible to be paid out upon separation from employment.

Family Care and Medical Leave

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

Employee Eligibility Criteria

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

Events That May Entitle an Employee to FMLA/CFRA Leave

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
 - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy

a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

- c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
- 3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship.
 - 4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) -month period to provide said care. CFRA does not provide leave specific to caring for a service member.
 - 5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

Amount of FMLA/CFRA Leave Which May Be Taken

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

Pay during FMLA/CFRA Leave

- 1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

Health Benefits

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

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

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

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

Seniority

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

Medical Certifications

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA/CFRA Leave

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

Return to Work

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

Employment during Leave

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

Pregnancy Disability Leave

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

Employee Eligibility Criteria

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

Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

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

Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

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

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

Pay during Pregnancy Disability Leave

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

Health Benefits

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

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

Seniority

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

Medical Certifications

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

Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Executive Administrator. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. The School will respond to a pregnancy disability leave request within (10) days of receiving the

request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with Charter School policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Employment during Leave

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

Industrial Injury Leave (Workers' Compensation)

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

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

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Executive Administrator;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Executive Administrator; and

- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

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

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

Military and Military Spousal Leave of Absence

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

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

Except for employees serving in the National Guard, the Charter School will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law.

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

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

Exceptions to this policy will occur wherever necessary to comply with applicable laws.

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

the employee requests leave.

Bereavement Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of paid bereavement leave per rolling 12-month period due to the death of a covered family member (spouse/domestic partner, child/stepchild, parent, sibling, grandparent, grandchild, parent-in-law, or parent or child of a domestic partner).

Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. Exempt employees who work any portion of a workweek in which they also take unpaid bereavement leave will receive their full salary for that work week. Employees eligible to accrue and take vacation under the Charter School's Vacation policy may elect to substitute accrued vacation days during any unpaid bereavement leave.

The Charter School retains the right to request verification from a funeral home or equivalent entity for any absences taken under the Charter School's Bereavement policy.

Jury Duty or Witness Leave

All regular full-time employees will be granted paid time off for jury duty for up to five (5) working days per rolling twelve (12) month period, regardless of whether they work on a ten (10) month, eleven (11) month or twelve (12) month basis.

All other employees will receive time off without pay for the entire duration of the jury duty. Likewise, any time beyond five (5) working days necessary to complete jury duty will be without pay for those employees receiving paid jury duty for the first five (5) days. Exempt employees who work any portion of a workweek in which they also take unpaid jury duty leave will receive their full salary for that workweek. Employees eligible to accrue and take vacation under the Charter School's Vacation policy may elect to substitute accrued vacation days during any unpaid leave due to jury duty.

An employee receiving pay while on jury duty (whether Jury Duty pay or Vacation pay) will be paid at his or her regular rate of pay for the hours the employee is regularly scheduled to work, regardless of the time actually spent at jury duty.

If it is possible to do so, Teachers are requested to complete jury duty during a time period when school is not in session.

Teachers, Administrative, Administrative Support, and Staff Employees must inform their supervisor and Administrators need to inform the Executive Director of the need for jury duty as soon as they receive the summons or subpoena to appear. To request time off (whether paid or unpaid), employees must submit a copy of the court summons to the Human Resources contact. If a Teacher is excused from court, he or she need not report to work during that same workday. Any other employee should return to work if he or she will be able to work at least two (2) hours during the normal workday after being excused from court. Once jury duty is completed, the employee must submit to the Human Resource contact a receipt from the court verifying the time spent in court. If the employee receives per diem pay from the court for a day that the Charter School provided the employee with paid jury duty leave, the employee should return that per diem pay to the Charter School. Employees may keep any travel allowance they received from the court.

Voting Time Off

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

School Appearance and Activities Leave

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

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

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

Bone Marrow and Organ Donor Leave

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

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

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

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

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

Victims of Abuse Leave

Charter School provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

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

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

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting

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

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

Returning from Leave of Absence

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

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

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

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

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Unprofessional/uncivil conduct.
3. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
4. Unsatisfactory performance/failure to meet performance standards.
5. Lack of fitness for service, including the inability or failure to appropriately instruct or associate with students.
6. Failing to actively participate in any Charter School committee to which the individual has been assigned by the Charter School's Director or Executive Director.
7. Failing to attend mandatory staff meetings or professional development meetings.
8. Making false statements regarding any Charter School employee, supervisor, student, student's family members or visitor, or making threats of using abusive or otherwise inappropriate language toward Charter School employees, supervisors, students, students; family members or visitors.
9. Engaging in any inappropriate verbal, visual or physical conduct in the presence of a Charter School student or students' family members, or in the presence of any child on the Charter School campus or during a Charter School-sponsored event.
10. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
11. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
12. Unauthorized use, possession, alteration or transfer of Charter School supplies, technology resources or other Charter School property; or removing Charter School technology resources, records, documents or other Charter School property from the workplace without authorization from the employee's supervisor or the Charter School Director.
13. Refusing/failing to comply with any Charter School rule, policy or procedure, including but not limited to safety, health, and security policies and rules, the Charter School policy against harassment, the Charter School policy concerning violence in the workplace and the Charter School drug-free workplace policy.
14. Refusing or failing to keep parents informed of issues involving their child, refusing to respond to parents' concerns/communications in an appropriate manner, or failing to notify the Charter School's Director of any actual or potential issues involving the employee and the parent's relationship.
15. Failing to report any known or suspected physical or emotional abuse of a child as required by the Child Abuse and Neglect Reporting Act.
16. Photographing Charter School employees, students, students' families or visitors without adult

authorization.

17. Fighting or instigating a fight on School premises.
18. Using or possessing firearms, weapons or explosives of any kind on School premises.
19. Gambling on School premises.
20. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
21. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
22. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
23. Excessive absenteeism or tardiness excused or unexcused (failure to work schedule given)
24. Failing to promptly inform the Charter School Director or the front office when unable to report for work or when leaving work early.
25. Misrepresentation of information in connection with any leave of absence from work or application for or use of any Charter School benefit.
26. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
27. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
28. Immoral or indecent conduct.
29. Conviction of a criminal act.
30. Engaging in sabotage or espionage (industrial or otherwise)
31. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
32. Sleeping during work hours.
33. Release of confidential information without authorization.
34. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
35. Engaging in any conduct that has a negative impact on the Charter School's overall school climate, the ability of faculty to work together as a team, the Charter School's ability to provide a positive environment for its students or the Charter School's ability to educate its students.
36. Any act or acts which cause the Charter School to be unable to invest the amount of trust or confidence required to continue employment.
37. Refusal to speak to supervisors or other employees.
38. Dishonesty.
39. Failure to possess or maintain the credential/certificate required of the position.

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

Nothing in this Termination, Discipline, and Rules of Conduct policy (or in any other policy in this handbook) is intended to alter the employee's at-will status of employment with the Charter School. In addition, no disciplinary procedure or progressive disciplinary process implemented by the Charter School at any time is intended to alter the at-will status of employment with the Charter School. Please refer to the At-Will Employment Policy for more information.

Off-Duty Conduct

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

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

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

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

Termination of Employment

Should it become necessary for an employee to terminate their at-will employment with the School, employees should notify the Executive Administrator regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When you terminate your at-will employment, you will be entitled to all earned but unused vacation pay. If you are participating in the medical and/or dental plan, you will be provided information on your rights under COBRA.

Reductions In Force/Layoffs

A reduction in force is the separation of an employee for lack of work or funds, or programmatic change, as determined by YPICS, without fault or delinquency on the employee's part.

A. Employees to be laid off shall be notified as soon as possible after the decision for reduction in force has been made. In no event shall YPICS give an employee less than thirty (30) calendar days written notice.

Employees shall be laid off in accordance with the following criteria:

- a. Programmatic need

- b. Employee credentials and qualifications
- c. Performance evaluations
- d. Expertise/relevant experience

In the absence of substantial distinguishing differences in the above criteria, length of service at YPICS shall be the determining factor.

Verification and Reference Policy

All requests for employment verification, references or personal information verification or disclosures must be directed to the Human Resources contact. No one other than the Human Resources contact and the Executive Director is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees. With respect to verification requests, the Charter School will disclose only the employee's dates of employment and the title of the last position held. The Charter School will verify or disclose additional information about the employee only if the employee provides written authorization for the Charter School to provide the information. However, the Charter School will provide information about current or former employees as required by law or court order. The Charter School will not provide any letters of reference for current or former employees. Please refer all questions about this policy to the Human Resources contact. Nothing in this policy shall prohibit employees from writing letters of reference in their personal capacity; such letters may not be on the Charter School's letterhead.

INTERNAL COMPLAINT REVIEW

Open Door Policy

Employees who have job-related concerns or complaints are encouraged to discuss them with your Executive Administrator, the Chief Operations Officer, or Executive Director, or any other management representative with whom they feel comfortable. The Charter School believes that employee concerns are best addressed through this type of informal and open communication. Employees are encouraged to raise their work-related concerns with your Executive Administrator, the Chief Operations Officer, or Executive Director or other management representative as soon as possible after the events that cause the concern.

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Executive Administrator, the Chief Operations Officer, Executive Director, or Board of Directors to express their work-related concerns.

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

Internal Complaints

(Complaints by Employees Against Employees)

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

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Executive Administrator or designee:

1. The complainant will bring the matter to the attention of the Executive Administrator as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Executive Administrator or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Executive Administrator, the complainant may file his or her complaint to the Senior Director of Programs and HR. The Senior Director of Programs and HR will then investigate the facts and provide a solution or explanation;
4. If the complaint is about the Executive Director, the complainant may file his or her complaint in a signed writing to the President of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

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

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

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

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Executive Director or Board President (if the complaint concerns the Executive Administrator) as soon as possible after the events that give rise to the complainant’s concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, the Executive Director (or designee) shall abide by the following process:

1. The Executive Director or designee shall use his or her best efforts to talk with the parties identified in the

complaint and to ascertain the facts relating to the complaint.

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

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Executive Administrator) or the Executive Administrator or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

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

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

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

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

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

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered to be unlawful.

The Charter School will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

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

Print Name: _____ Date: _____

Received by: _____ Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____ Date: _____