



# **ARISE High School Staff Handbook 2022 - 2023**

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**EMPLOYEE HANDBOOK ACKNOWLEDGEMENT**

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

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

Just as I am free to terminate the employment relationship with ARISE High School at any time, ARISE High School, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and ARISE High School for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. This is the entire agreement between ARISE High School and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with ARISE High School, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook (including the at-will employment policy).

ARISE High School reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook at any time with or without notice.

Other than the ARISE High School Board of Directors, no other entity or person has the authority to modify this employee handbook.

Employee \_\_\_\_\_ Name \_\_\_\_\_ (Print)

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

## TABLE OF CONTENTS

### **SECTION 1 – WELCOME**

DISCLAIMER

### **SECTION 2 – OUR MISSION/VISION/PHILOSOPHY**

MISSION STATEMENT

VISION STATEMENT

ACADEMIC PHILOSOPHY

HOW LEARNING BEST OCCURS

### **SECTION 3 – EMPLOYMENT**

EMPLOYMENT APPLICATIONS

EQUAL EMPLOYMENT OPPORTUNITY

AT-WILL EMPLOYMENT

EXPECTATIONS OF CREW

OPEN COMMUNICATION POLICY

ARISE EMPLOYEE COMMUNICATION EXPECTATIONS

REASONABLE ACCOMMODATION

POLICY PROHIBITING UNLAWFUL HARASSMENT, DISCRIMINATION,  
AND RETALIATION

PUBLIC RELATIONS

WHISTLEBLOWER POLICY

### **SECTION 4 – THE EMPLOYMENT PROCESS**

EMPLOYEE STATUS AND CLASSIFICATIONS

WORK SCHEDULES

WORKWEEK AND WORKDAY

SCHOOL HOLIDAYS

EMPLOYEE EXPENSE REIMBURSEMENT

ACADEMIC FREEDOM

ATTENDANCE AND PUNCTUALITY

TIME RECORDS (NONEXEMPT EMPLOYEES)

OFF THE CLOCK WORK (NONEXEMPT EMPLOYEES)

MEAL PERIODS (NONEXEMPT EMPLOYEES)

REST PERIODS (NONEXEMPT EMPLOYEES)

LACTATION ACCOMMODATION

PAYDAYS

PAYROLL WITHHOLDINGS

### **SECTION 5 - CONDITIONS OF EMPLOYMENT**

IMMIGRATION LAW COMPLIANCE

CREDENTIAL REQUIREMENTS

CONTINUING EDUCATION

TUBERCULOSIS TESTING

CRIMINAL BACKGROUND CHECK

CHILD ABUSE AND NEGLECT REPORTING ACT

FIRST-AID AND CPR TRAINING

PERSONNEL FILES

CHANGES IN EMPLOYMENT

**SECTION 6 – PERFORMANCE**

EMPLOYEE PERFORMANCE REVIEW

**SECTION 7 – LEAVES**

FAMILY CARE AND MEDICAL LEAVE

PREGNANCY DISABILITY POLICY

UNPAID LEAVE OF ABSENCE

MILITARY AND MILITARY SPOUSAL LEAVE OF ABSENCE

INDUSTRIAL INJURY LEAVE (WORKERS' COMPENSATION)

KIN CARE

BEREAVEMENT LEAVE

JURY DUTY LEAVE

TIME OFF TO VOTE

SCHOOL APPEARANCE AND ACTIVITIES LEAVE

VICTIMS OF ABUSE LEAVE

BONE MARROW AND ORGAN DONOR LEAVE

DRUG & ALCOHOL REHABILITATION LEAVE

VOLUNTEER CIVIL SERVICE LEAVE

CIVIL AIR PATROL LEAVE

**SECTION 8 – BENEFITS**

VACATION/PERSONAL TIME OFF (PTO)

SICK LEAVE

INSURANCE BENEFITS

COBRA BENEFITS

SOCIAL SECURITY/MEDICARE

STATE DISABILITY INSURANCE

WORKER'S COMPENSATION INSURANCE

**SECTION 9 – EMPLOYEE COMMUNICATIONS**

COMPUTER, EMAIL AND INTERNET POLICY

SOCIAL MEDIA POLICY

EQUIPMENT POLICY

TELEPHONE CALLS AND TEXTING

NO SOLICITATION/DISTRIBUTION POLICY

NEPOTISM POLICY

BUILDING SECURITY/SCHOOL KEYS

INTERNAL INVESTIGATIONS & SEARCHES

INTERNAL

COMPLAINT

REVIEW.....

VIOLENCE IN THE WORKPLACE

**SECTION 10 – STANDARDS OF CONDUCT**

PERSONAL APPEARANCE/STANDARDS OF DRESS

PROFESSIONAL BOUNDARIES: TEACHER-STUDENT INTERACTIONS

CUSTOMERS & PUBLIC RELATIONS

PROHIBITED CONDUCT

CONFIDENTIAL INFORMATION

**CONFLICTS OF INTEREST**

**SECTION 11 – SAFETY**

**DRUG AND ALCOHOL POLICY**

**SMOKING**

**SECURITY**

**PARKED VEHICLES**

**USE OF PERSONAL VEHICLE FOR SCHOOL BUSINESS**

**PERSONAL PROPERTY**

**SAFETY POLICY**

**ERGONOMICS**

**CHEMICAL EXPOSURE WARNING**

**SECTION 12 – TERMINATION**

**VOLUNTARY TERMINATION**

**INVOLUNTARY TERMINATION**

**DISMISSAL, DISCIPLINE, AND TERMINATION OF EMPLOYMENT**

**EXIT INTERVIEWS**

**VERIFICATION AND REFERENCE POLICY**

**SECTION 13 - TEACHER SPECIFIC INFORMATION**

**TEACHER ATTENDANCE RECORDS**

**GRADING PROCEDURES**

**APPENDICES**

**Appendix A – Harassment/Discrimination/Retaliation Complaint Form**

**Appendix B – Internal Complaint Form**

**Appendix C – ARISE Staff Evaluation Process and Log 2020-2021**

## **SECTION 1 – WELCOME**

Welcome to ARISE High School!

ARISE High School (or the “School”) has been honored to serve the Oakland community since 2007 and looks forward to continuing this service during our next charter term. The School was developed through a unique partnership with the Mills College School of Education, the Mills College TRIO Programs, Upward Bound, Oakland Community Organizations, and the Coalition of Essential Schools that sought to shift the discourse in urban education by challenging the traditional schooling model. Our founders, just as our staff today, believe that all children deserve a quality education that doesn’t replicate inequitable and oppressive institutions. Instead, we’ve developed a rigorous, high engagement, and authentic learning experience for our students.

Ultimately, the ARISE High School program is designed to support students to be agents of change - in control of their own lives and able to effect change in our community. Through active research over the past ten years, we have developed a Community and Public Health Pathway that serves as a pipeline for our students to college and career opportunities when they graduate. In deep partnership with community organizations, students have multiple, transformative opportunities to explore a broad range of college and career opportunities. Through these experiences, students develop agency over their own college and career options as well as the ability to see themselves as agents of change within our community at large.

ARISE High School currently serves approximately over 390 students in grades 9-12, and prepares students from low-income families to be the first to attend college. Currently 86% of our students qualify for free and reduced lunch, 89% speak English as a Second Language, and 86% are first-generation college-bound. We are incredibly proud of our students’ successes. Each year, we have had at least 85% of our graduates matriculate into 2- and 4- year colleges and universities.

We are happy to have you join us at ARISE High School. We believe our school is truly unique. We serve a diverse group of talented and hardworking students. We regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance for each one of our employees. All employees should treat all individuals, including students, teachers, administrators, volunteers, and family members, with respect, and approach all situations as opportunities to learn.

This handbook has been written to provide you with an overview of ARISE High School, its personnel policies and procedures, and your benefits as an ARISE High School employee.

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

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

I welcome you and look forward to supporting our community together.

Sincerely,

Karla Gandiaga  
Head of School

## **DISCLAIMER**

This handbook has been written to serve as a guide for the employer/employee relationship. This handbook applies to faculty and staff at ARISE High School. The standards of conduct apply to all individuals who work on the school premises including independent contractors, vendors, and visitors. Unless otherwise indicated, a benefit, policy, program, or procedure applies, or is available, to ALL eligible employees.

This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or the Head of School (or Designee). You are responsible for reading, understanding, and complying with the provisions of this Handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

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

No supervisor or other representative of ARISE High School except the Head of School (or Designee) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Second, the procedures, practices, policies and benefits described herein may be modified or discontinued from time to time with or without advance notice. We will try to inform you of any changes as they occur.

Finally, this handbook contains proprietary information that should not be disclosed outside ARISE High School, other than to individuals affiliated with ARISE High School whose knowledge of the information is required in the normal course of business.



## **SECTION 2 – OUR MISSION/VISION/PHILOSOPHY**

### **MISSION STATEMENT**

The mission of ARISE High School is to empower ourselves with the skills, knowledge, and agency to become highly educated, humanizing, critically conscious, intellectual, and reflective leaders in our community

### **VISION STATEMENT**

At ARISE High School, we nurture, train, and discipline our school community to engage in a continuous practice of developing mind, heart, and body towards a VISION where we actively rise up. Agency and self-determination drive out struggle to improve our own material and social conditions towards a more healthy, equitable, and just society

### **ACADEMIC PHILOSOPHY**

The ARISE High School educational philosophy is rooted in educational research and our own original and innovative practices, placing our students at the heart of all curricular and instructional design. We believe learning best occurs when students are fully engaged participants in a challenging college-prep curriculum that emphasizes knowledge of self, critical consciousness, and performance assessment. Furthermore, we believe this curriculum must be enacted in the context of a highly personalized and supportive environment, which provides wrap-around services through our families, teachers, socio-emotional counselors, college advisors, and community members.

Toward this end, ARISE High School believes that learning best occurs when a Relevant and Rigorous Curriculum is provided within a Collaborative School Culture. Furthermore, it believes additional core practices must be in place that transcend both of these areas, as detailed below.

### **HOW LEARNING BEST OCCURS**

At ARISE High School, we believe learning best occurs when a Relevant and Rigorous Curriculum is provided within a Collaborative School Culture. Core features of each of these components are as follows:

- **Relevant and Rigorous Curriculum** - Utilizing two main methodologies, Understanding By Design and the Workshop Model, ARISE students are supported in practicing and applying academic skills and knowledge in a manner that:
  - Is aligned to state and national standards, utilizing standards-based grading
  - Allows for equitable, flexible, and individualized support for and engagement of all learners

- Challenges each learner to think critically and creatively
  - Offers multiple opportunities to revise, reflect, and incorporate feedback in order to continuously improve their work
  - Constructs visible, active, and performance-based demonstrations of growth, learning, and understanding
  - Provides explicit modeling to support skill and academic development
- **Collaborative School Culture** - The ARISE community fosters a collaborative school culture, to support students in their development through the following:
    - Students are explicitly taught and consistently challenged to work in a variety of constructs - from individual tasks and pairs to group projects and challenges - in order to grow, learn, and support one another to excel as scholars and a caring community of learners
    - Staff work in a highly collaborative and accountable manner to support our students, build/improve the curriculum, and identify areas of focus and growth for both adults and youth
    - Families consistently partner with ARISE to ensure and provide effective support, resources, and input that support continuous growth and improvement

In addition, the following research-based pedagogical principles transcend both of these core areas:

- **Culturally Responsive** - We believe culturally responsive teaching is not just about motivating disengaged students - it's about rebuilding trust with them through a learning partnership. It is that partnership that builds rapport and trust, in turn allowing educators to get permission from students to push them into their zone of proximal development. (Hammond, 2015)
- **Cognitive** - We believe the most powerful learning comes from developing sophisticated understanding of concepts and higher order thinking associated with various fields of inquiry. (Bruner, 1966 & 1996; Wiggins & McTighe, 2005)
- **Critical** - We believe students should be taught skills for learning how to examine information through a critical lens rather than simply provided information. Through authentic dialogue, students develop an awareness of reality and bias which then helps them examine new possibilities. (Burbules, 1993; Cortez, 1986; Freire, 1996; Olsen, 1999; Shor, 1992; Wiggins & McTighe, 2005)
- **Reflective** - We believe learners should be provided with ample opportunities to look back, to reflect, and to debrief about both what they know and don't yet know. (Dewey, 1971; Doll, 1993; Freire, 1996)

- **Standards-Based** - We believe students' proficiency must be measured on well-defined course objectives. (Tomlinson & McTighe, 2006)
- **Restorative** - We believe that an implicit curriculum (Inlay, 2010) exists in schools, and that ARISE educators are culture builders who can support the school's core values (Keinfeld, 1975; Ware, 2006; Hollie, 2011; Inlay, 2010; Claassen, 2008). As well, we shift the paradigm of discipline from a focus on punishment to a focus "on responsibility, accountability, and a goal of restoration for all impacted by the offense." (Claassen, 2008)
- **Appropriate** - We believe effective intervention must include a process that can identify students by name and by need and then provide them with timely, directive, precise, and systematic support to keep them moving forward with their learning. (Dufour & Marzano, 2011)
- **Collaborative** - We believe cooperative learning activities tap the social power of learning, especially for students learning a second language. We understand that learning is socially constructed, and as such, students working together collaboratively in a variety of different groupings maximizes learning for all students regardless of their achievement levels. (Cummins, 1986; Lindholm-Leary, 2001; Lazarowitz & Karsenty; Slavin, 1994; Vygotsky, 1978, 1990)
- **Transformational** - We believe students do not just receive knowledge, but create it within the cognitive systems they encounter. In doing so, they develop new ways to see and do things. (Doll, 1993; Freire, 1996, Bruner, 1966; Shor, 1992)
- **Performative** - We believe performance assessment - the opportunity to perform, create, or produce something with transferable real world application - taps into students' higher order thinking skills. Researchers have found that the use of performance assessments can produce positive instructional changes in classrooms (Koretz et al., 1996; Matthews, 1995); increase student skill development (Spalding and Cummins, 1998); increase student engagement and post-secondary success (Foote, 2005); and strengthen complex conceptual understandings (Chung & Baker, 2003). Fundamentally, performance-based assessments Ruth Chung Wei, Raymond L. Pecheone, and Katherine L. Wilczak (December 2014) provide a means to assess higher order thinking skills while helping teachers and principals support students in developing a deeper understanding of content. (Vogler, 2002)
- **Data-Driven** - We believe that to be effective, teachers must provide instruction within a child's zone of proximal development. In order to provide this finely calibrated instruction, teachers must use a variety of assessments and informational sources to effectively target their instruction to meet the

needs of the learner. (Bruner, 1966 & 1996; Piaget 1969; Jamentz, 1996; McTighe, 2005; Wiggins, 1998; Leahy, Lyon, Thompson, Wiliam, 2005)

- **Collegial** - We believe students learn best when their teachers are engaged in continuous and collaborative reflection and professional learning. (Boudett and Steele, 2005; Darling-Hammond, 1993; Nelson & Hammerman, 1996; McLaughlin & Oberman, 1996)
- **Familial** - We believe students are successful when they are supported by caring adults, and when school and home work as partners to set high expectations for student behavior and achievement. (Brandt, 1989; Delgado-Gaitan, 1990)

Our educational program structures are explicitly designed to support an ambitious and authentic vision of student achievement that encompasses both academic and socio-emotional outcomes.

### Instructional Core

In order to achieve our instructional goal, teachers we are focused on the growth and development of all teachers around our Instructional Core, which is [linked here](#).

## **SECTION 3 – EMPLOYMENT**

### **EMPLOYMENT APPLICATIONS**

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

ARISE High School is an equal opportunity employer. In accordance with applicable law, the School prohibits discrimination against any employee or applicant for employment on the basis of an individual's protected status, including:

- 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 and gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- 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 service and veteran status;
- Any other consideration made unlawful by federal, state or local laws.

Also in accordance with applicable law, the School prohibits discrimination against any qualified disabled employee or applicant. The School will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training. Additionally, in accordance with applicable law, ARISE High School prohibits all forms of unlawful harassment of a sexual or other

discriminatory nature. Any conduct contrary to this policy is prohibited. This policy applies to all applicants and employees of the School.

## **AT WILL EMPLOYMENT**

We believe that an employment relationship is successful as long as both parties are mutually satisfied. Accordingly, both employees and ARISE High School will have the right to terminate their employment and all related compensation and benefits at any time, with or without cause and with or without notice. In addition, ARISE High School may eliminate or change any term or condition of employment (including but not limited to an employee's job assignment, duties, or salary) at will, at any time, for any reason not prohibited by law, with or without cause and with or without previous notice.

This is called "employment at will," and no one other than the Head of School (or Designee) of ARISE High School has the authority to alter an employee's employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Head of School (or Designee). Statements of specific grounds for termination set forth in this Handbook, or elsewhere, are not all-inclusive and are not intended to restrict ARISE High School's right to terminate at-will.

## **EXPECTATIONS OF CREW**

- We are adults and highly educated professionals working together in alignment around a specific vision, mission, and set of values.
- The work we do and how we do it, whether as an individual or as a collective has tremendous consequences to our students.
- We have to be clear on what we are holding adults accountable for.
- In addition to the specifics of a particular job description, school cohesion, or other guidelines associated with the school's processes and protocols, there are some ***basic expectations*** as outlined in this Handbook for what we must be accountable for on a daily, weekly, monthly and annual basis.

## **OPEN COMMUNICATION POLICY**

ARISE High School strongly encourages employee participation in decisions affecting their employment and their daily professional responsibilities. Our greatest strength

lies in our employees and our ability to work together. We encourage open communication about all aspects of our school and organization. Employees are encouraged to openly discuss with their supervisor any problems or suggestions they believe would make our organization better and stronger. ARISE High School is interested in all our employee's success and fulfillment. We welcome all constructive suggestions and ideas.

Employees who have work-related concerns or complaints are encouraged to discuss them with the Head of School (or Designee). Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. ARISE High School will attempt to keep the employee's concerns and complaints and any resulting investigation confidential to the extent feasible. However, in the course of an investigation and/or in resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law.

### **ARISE EMPLOYEE COMMUNICATION EXPECTATIONS**

- 1) **Professionalism** - Any contact made with student, parent, colleague and/or member of the community shall be done in a professional manner, language and tone and stay focused on school-based issues (no cursing, no N word, nothing racially charged, nothing sexually charged, no gendered-speech, offensive, derogatory in nature, flirting (inappropriate exchanges), etc.)
- 2) **Timeliness** - All forms of communication received (unless otherwise stated) shall be returned (or acknowledge receipt) by the end of the day of the next business day.
- 3) **Specificity** - Each employee should specifically state what hours of communication are and how staff/students should communicate to them. Set clear boundaries of communication.

### **Addressing Gray Areas:**

- 1) **Mandating Reporting** - All staff at ARISE are mandated reporters. If an employee suspects that a student may be in harm or may harm him/herself, that employee is obligated by law to report.
- 2) **Sexual Harassment / Suggestive in Tone / Inappropriate** - Report to Director of Operations and/or Head of School immediately.
- 3) **Use of Emojis** - Employees should be mindful when texting emojis or using emojis to express thoughts, especially to students. It might be interpreted and viewed as inappropriate.
- 4) **Social Media Usage** - Be mindful when posting on social media. All it takes is one screenshot to paint a narrative. Employees should not post anything that could be used against them at a later time. Per ARISE Staff Handbook, staff cannot be "friends" with ARISE students or parents. In the event an employee is already "friends" with students, then that employee must change their settings so that students cannot see the employee's personal posts. When a student graduates from ARISE, then employees are allowed to be "friends" with former students and parents.

**5) Be smart! Do the right thing! When in doubt, ask someone first.**

**REASONABLE ACCOMMODATION**

ARISE High School is committed to complying with all applicable provisions of federal, state and local laws prohibiting discrimination on the basis of disability. It is the School's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such an individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, ARISE High School will provide reasonable accommodation to a qualified individual with a disability who has made the School aware of their disability, provided that such accommodation does not constitute an undue hardship on the School. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Head of School (or Designee). ARISE High School encourages individuals with disabilities to come forward and request reasonable accommodation.

**POLICY PROHIBITING UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALIATION**

ARISE High School is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. ARISE High 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 pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); 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.

ARISE High 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 Head of School or designee.



When ARISE High School receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Head of School) or the Head of School 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. ARISE High 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

ARISE High 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 unwanted sexual advances, request for sexual favors and other unwanted 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 ARISE Employees 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. 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 Head of School .

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - o Rape, sexual battery, molestation or attempts to commit these assaults and
  - o 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:
  - o Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - o 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.
  - o 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:
  - o 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;

- o Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- o 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 ARISE High School policy.

## **PUBLIC RELATIONS**

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

Below are several things employees can do to help leave people with a good impression of ARISE High School.

These are the building blocks for our continued success:

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

## **WHISTLEBLOWER POLICY**

ARISE High School is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of ARISE High School policy, specifically the policies contained in ARISE High School's Employee Handbook.

An employee who wishes to report a suspected violation of law or ARISE High School policy may do so confidentially by contacting the Head of School (or Designee) or the Board of Directors.

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

Any employee who believes that they has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: Head of School (or Designee) or the Board of Directors. Any supervisor, manager, or Human Resources staff that receives complaints of retaliation must immediately inform the Head of School (or Designee) or Board of Directors.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality, consistent with a full and fair investigation. The Head of School (or Designee) and a member of ARISE High School management will conduct the investigation or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings directly.

## **SECTION 4 – THE EMPLOYMENT PROCESS**

### **EMPLOYEE STATUS AND CLASSIFICATIONS**

An “employee” of ARISE High School is a person who regularly works for ARISE High School on a wage or salary basis. “Employees” may include exempt, nonexempt, regular full-time, regular part-time, and temporary persons.

#### Exempt

Employees whose positions meet specific criteria established by state and federal law and who are exempt from overtime pay requirements.

#### Nonexempt

Employees whose positions do not meet specific criteria established by state and federal law and who are paid time and one-half the employee’s regular rate of pay for hours worked in excess of 8 hours in any one workday or 40 hours in any one workweek.

#### Regular Full-Time

Employees who are regularly scheduled to work 30 or more hours per week are generally eligible for the ARISE High School’s benefit package, subject to the terms and conditions, and limitations of each benefit program.

#### Regular Part-Time

Employees who are regularly scheduled to work less than 30 hours per week, and generally not eligible for ARISE High School’s benefit package.

#### Temporary (Full-Time or Part-Time)

Those whose performance is being evaluated to determine whether further employment in a specific position or with ARISE High School is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified of a change. They are not eligible for any of ARISE High School’s benefit programs. Temporary employees scheduled to work more than 30 hours per week on a regular basis may be entitled to the school’s benefit package.

### **WORK SCHEDULES**

Employees should refer to the current school calendar to see their annual work schedule. Instructional employees are expected to work all days that students are present and any days indicated as professional development days on the calendar. Non-instructional employees are expected to follow the same calendar, with some additional days of work during school breaks.

#### Instructional Employees:

The normal working hours for instructional employees at the school sites are from 8:15 a.m. to 5:00 p.m. Instructional Employees may be required to work other than the normal hours and to take their lunch breaks on a rotating basis so that classes and student activities are always covered. There will occasionally be activities that will require teacher participation outside of regular business hours, such as instructional prep, evening and Saturday family workshops, or special meetings.

The Head of School (or Designee) must approve any exceptions to the regular work schedule for instructional employees.

#### Non-Instructional Employees:

The Head of School (or Designee) will determine the normal working hours for non-instructional employees. Non-exempt, non-instructional employees are entitled to two ten (10) minute rest breaks and a thirty (30) minute uninterrupted meal break and are entitled to overtime pay as required by law. Generally, non-instructional employees work year-round.

Exempt employees, including all Administrative positions, will be expected to work the number of hours necessary to complete their assigned responsibilities.

### **WORKWEEK AND WORKDAY**

ARISE High School's workweek is from Sunday at 12:00 A.M. through the following Saturday at 11:59 P.M.

### **SCHOOL HOLIDAYS**

The School observes the following paid holidays during the year:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's day

- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

Unless otherwise provided in this policy, all ARISE High School employees will receive time off with pay at their normal base rate for each observed holiday. Temporary and part time employees are not eligible to receive holiday pay, unless otherwise provided for by specific agreement in writing.

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

**Staff members may take (1) PTO day before or after a holiday per year.**

## **EMPLOYEE EXPENSE REIMBURSEMENT**

ARISE High School will reimburse employees for certain reasonably necessary business expenses incurred in the furtherance of ARISE High School business. Expenses must be approved before any staff member purchases any item. In order to be eligible for reimbursement, employees must follow the protocol set forth in the school's policy regarding expenditures. In general, the Head of School (or Designee) must have previously approved all expenses. All receipts pertaining to the reimbursement must be original and detailed, and should be submitted to the Head of School (or Designee) for payment process. All expense reimbursement requests should be made in the month following the expenditure but in no event more than thirty (30) days after the expenditure is made.

## **ACADEMIC FREEDOM**

Teachers must be free to think and to express ideas, free to select and employ materials and methods of instruction within the School's curriculum framework, free from undue pressures of authority, and free to act within their professional group. Such freedom should be used judiciously and prudently to the end that it is in concert with established community standards, the vision and mission of the school, and its charter, and promotes the free exercise of intelligence and student learning.

Academic freedom is not absolute. It must be exercised within the basic ethical responsibilities of the teaching profession. Those responsibilities include:

- An understanding of our academic traditions and methods;
- A concern for the welfare, growth, maturity and development of children;
- The use of accepted scholastic methods; and
- Application of good taste and judgment in selecting and employing materials and methods of instruction.

## **ATTENDANCE AND PUNCTUALITY**

Employees are expected to observe regular attendance and be punctual. Because we are a small school each position is critical to our success. Therefore, regular attendance and punctuality is considered an essential function of all positions. If an employee is unable to report for work on any particular day, they must email (not text or call) the Head of School, Director of Operations, and their evaluator at least 2 hours before the time they are scheduled to begin working for that day. If an employee emails less than two hours before their scheduled time to begin work, they will be considered tardy for that day. Absent extenuating circumstances or a medical provider's order excusing an employee from work for a period of time, the employee must email on any day they are scheduled to work and will not report to work.

More than three instances of tardiness by a nonexempt employee or instructional employee during any twelve-month period are considered excessive. Any unexcused absence is considered excessive.

ARISE High School reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment. Nonexempt employees are not allowed to perform work at home or away from the School unless specifically authorized for each occurrence by their supervisor. Nonexempt employees are not to work or to continue working after their scheduled hours unless specifically assigned by the supervisor. Nonexempt employees are not allowed to work "off the clock." Attendance at school-sponsored functions is not compensated unless the supervisor has required an employee to attend and work at the function and has written approval from the Head of School (or Designee) to provide the additional compensation. Employees violating these rules may be subject to disciplinary action up to and including termination.

If an employee fails to report for work without any notification to the Head of School (or Designee) and the absence continues for a period of two (2) business days, the School will determine that the employee has abandoned their job and voluntarily terminate employment.

## **TIME RECORDS (NONEXEMPT EMPLOYEES)**

Nonexempt employees must accurately complete time records within the School's timekeeping system on a daily basis. Each time record must show the exact time work



began and ended, the meal periods taken, and an employee signature. Absences and overtime must be accurately identified on the time record. Nonexempt employees are not allowed to work "off the clock." All time worked must be recorded. Employees cannot record time and/or submit a time record for another employee. Each employee must sign and submit their own time record. Employees must record all time actually worked; working off the clock is prohibited.

Exempt employees must report full days of absence from work. Deductions from an exempt employee's salary will be made only in accordance with applicable law. Employees should immediately contact the Administrator with any questions concerning their pay so that inadvertent errors can be corrected.

### **OFF THE CLOCK WORK (NONEXEMPT EMPLOYEES)**

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

### **MEAL PERIODS (NONEXEMPT EMPLOYEES)**

Nonexempt employees scheduled to work more than five (5) hours in a day are given a thirty (30) minute duty-free paid meal period.

### **REST PERIODS (NONEXEMPT EMPLOYEES)**

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

Hours Worked	Number of Rest Periods
3.5 hours to 6 hours	one 10-minute rest period
Over 6 hours to 10 hours	two 10-minute rest periods
Over 10 hours to 14 hours	three 10-minute rest periods

Nonexempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period on the days' time record and to the employee's supervisor immediately. Employees are encouraged to report any

concerns regarding meal or rest periods to the Director of Operations and Head of School.

### **LACTATION ACCOMMODATION**

ARISE High 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.

ARISE High School will make reasonable efforts to provide employees who need lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such a 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.

### **PAYDAYS**

Paydays are biweekly in the middle and end of the month, paydays are shared by the head of school through Paylocity. The Head of School (or Designee) or their designee will distribute checks to those who do not have direct deposit. If a normally scheduled payday falls on a weekend or holiday, paychecks will be distributed the preceding business day

A written, signed authorization is required for mail delivery or for delivery of a paycheck to any other person. If an employee has an automatic deposit for their paycheck, funds will be deposited to the financial institution requested by the end of business on the scheduled payday. While an automatic deposit may actually credit to an employee's account before the actual "payday," the school is not responsible for automatic payments or withdraws dated prior to the actual payday and employees should not depend on early deposits of pay.

If a wage order is received by ARISE High School for one of our employees, we are obligated by law to comply with the demand. The affected employee will receive notice from their supervisor or the Administrator as soon as possible.

### **PAYROLL WITHHOLDINGS**

ARISE High School is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), employee pension contributions (STRS or PERS) and State Disability Insurance from each employee's paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be

delivered, ARISE High School must comply with that order within the time allowed by law, and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans (outside of CalSTRS), employee portion of insurance premiums, or any other benefits made available to employees.

ARISE High School prohibits improper deductions from the pay of any employee. If an employee believes an error has been made in their pay or deductions ARISE High School will work in good faith to resolve errors as soon as possible. The employee should notify the Head of School (or Designee) of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee's paycheck is explained on the check voucher/pay stub. If the employee does not understand the deduction, then they should ask the Head of School (or Designee) to explain it. The employee may change the number of withholding allowances they wish to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W-4 form and submitting it to the Head of School (or Designee).

## **SECTION 5 - CONDITIONS OF EMPLOYMENT**

### **IMMIGRATION LAW COMPLIANCE**

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

### **CREDENTIAL REQUIREMENTS**

If an employee is a credentialed team member, they must provide copies of their credentials, transcripts, and test scores each fall prior to their first day of actual work. Failure to provide these documents may delay their ability to begin work.

Employees are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both the Head of School and the School with verification of renewals. Failure to provide these updated documents to the school may result in adverse employment action, up to and including termination of employment.

If an employee allows a credential, certificate, registration, or required course deadline to expire, or if they fail recertification, training, or testing, ARISE High School is required to remove the employee from the work schedule until they meet the requirements or renew their credential.

### **CONTINUING EDUCATION**

ARISE employees are required to keep their credentials current and to keep their professional training and knowledge current through ongoing educational experiences that may include travel, retreat, university courses, workshops and other means, which will further their personal growth and enhance their teaching skills.

Reimbursement or time-off for educational experiences must be approved in advance by the Head of School, or designee.

### **TUBERCULOSIS TESTING**

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB 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.

### **CRIMINAL BACKGROUND CHECK**

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, during his/her employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Head of School.

### **CHILD ABUSE AND NEGLECT REPORTING ACT**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in their professional capacity or within the scope of their employment whom they 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.

ARISE High 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.

## **PERSONNEL FILES**

An employee or former employee (or designee) has the right to inspect or receive a copy of their personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to the Director of Operations. All requests should be put in writing via email. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. Employer will respond to such a request within thirty (30) days of receipt of the written request.

Employees are not entitled to inspect or copy: letters of reference, records that relate to an investigation of possible criminal activity, ratings, reports or records obtained prior to employment, prepared by examination committee members or obtained in connection with a promotional examination.

## **CHANGES IN EMPLOYMENT**

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

## **SECTION 6 – PERFORMANCE**

### **EMPLOYEE PERFORMANCE REVIEW**

Each employee will receive a minimum of one (1) formative and one (1) summative evaluations each year conducted by the supervisor.

After the evaluation, employees will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with their supervisor, and that they are aware of its contents.

ARISE's evaluation system will in no way alter the employment at-will relationship or the ability to terminate the employee.

#### Response to Formal Observation and Review Findings

All employees shall have the right to make their own written comments in response to the observations or review findings within two weeks of receipt. This response will be attached to the observation and/or evaluation and kept in the employee's Confidential Personnel File.

In addition to these more formal performance evaluations, ARISE High School encourages employees and their supervisors to discuss job performance on an ongoing basis.

#### Basis for Determining Pay

Several factors may influence the rate of pay. Some of the items ARISE High School considers are the nature and scope of the job, what other employers pay their employees for comparable jobs (external equity), what ARISE High School pays their employees in comparable positions (internal equity), and individual, as well as ARISE High School, performance. It is ARISE High School's goal to have a current Job Description on hand for each employee that broadly defines the job responsibilities and essential functions for each position.

#### Wage or Salary Increases

Each employee's hourly wage or annual salary will be reviewed at least once each year. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion.

Increases will be determined on the basis of performance, adherence to school policies, and procedures, ability to meet or exceed duties per job description and achievement of performance goals.

Changes to the amount of an employee's wage or salary will become effective on the first regular pay period following the change.



## SECTION 7 – LEAVES

### FAMILY CARE AND MEDICAL LEAVE

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

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee To FMLA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance 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 will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of their 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 sibling, adult child, child of domestic partner, grandparent, grandchild, spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
  4. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
- Amount of FMLA Leave Which May Be Taken
    1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
    2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
    3. The "twelve month period" in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
    4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School's

business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay during FMLA Leave

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

- Health Benefits

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

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

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

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

- Seniority

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

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the 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 Leave
  1. An employee should request FMLA leave by emailing the Director of Operations and Head of School with the time and reason for the leave.
  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 spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
  3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
  4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
  5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
  6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which they 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 leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
  1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a

comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.

2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
  3. Before an employee will be permitted to return from FMLA leave taken because of his/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.
- Limitations on Reinstatement
    1. ARISE High School may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees.
    2. A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.
  - Employment during Leave

No employee, including employees on FMLA leave, may accept employment with any other employer without the School's written permission. An employee

who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

## **PREGNANCY DISABILITY POLICY**

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each birthing employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a birthing parent 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

ARISE High 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. ARISE High 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 their 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 Head of School . 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 they are 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 ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
    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 ARISE High 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.

### **UNPAID LEAVE OF ABSENCE**

ARISE may grant unpaid leaves of absence to employees in certain circumstances. It is important to request such leave in writing as far in advance as possible. If an employee fails to return to work on the day agreed upon, ARISE has the right to terminate employment.

Upon returning from an unpaid leave of absence, the employee will be given priority to appropriate available positions for which they are qualified. However, employees should be aware that ARISE does not continue to pay premiums for health insurance coverage for employees on unpaid leaves of absence except where required by law. The employee may self-pay the premiums under the provisions of COBRA.

### **MILITARY AND MILITARY SPOUSAL LEAVE OF ABSENCE**

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

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employees 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, ARISE High 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 they left a full-time position, the employee must

apply for reemployment within forty (40) days of being released from active duty, and if they 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 their covered service obligation under the USERRA or California law shall be credited, upon their 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.

ARISE High 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.

### **INDUSTRIAL INJURY LEAVE (WORKERS' COMPENSATION)**

ARISE High 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 Head of School ;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Head of School ; 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. ARISE High 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 Head of School 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.

## **BEREAVEMENT LEAVE**

ARISE High School provides employees up to seven (7) days paid bereavement leave due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, domestic partner, dependent, sibling, step-sibling, grandparent or grandchild.

## **JURY DUTY LEAVE**

Nonexempt employees may take up to three (3) days leave of absence for jury duty. Exempt month employees jury duty is paid time. Instructional employees on a 10-month calendar are asked to postpone a summons to perform jury duty to the summer period. Employees who receive a jury duty summons and who desire a written verification of this policy should contact the Human Resource Manager (or Designee).

Employees who receive jury duty summons and need to take time off must notify their supervisor immediately.

### **TIME OFF TO VOTE**

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

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Vacation or personal hours which have accrued but not been used may be paid to the employee for this time off

### **SCHOOL APPEARANCE AND ACTIVITIES LEAVE**

As required by law, ARISE High 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 ARISE High 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 advance 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.

### **VICTIMS OF ABUSE LEAVE**

ARISE High School provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to

ensure the employee's own health, safety or welfare, or that of the employee's child or children. 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 ARISE High 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 ARISE High 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.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, ARISE High 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 Head of School .

## **BONE MARROW AND ORGAN DONOR LEAVE**

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

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

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

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee 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.

### **DRUG & ALCOHOL REHABILITATION LEAVE**

ARISE High School will reasonably accommodate any employee who volunteers to enter an alcohol or drug rehabilitation program, if the reasonable accommodation does not impose an undue hardship on the school. Reasonable accommodation includes time off without pay and adjusting work hours. Employees may use accrued and unused sick leave. All reasonable measures to safeguard privacy will be maintained.

### **VOLUNTEER CIVIL SERVICE LEAVE**

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

### **CIVIL AIR PATROL LEAVE**

ARISE High School provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to 10 days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the company.

To be eligible, employees must have been employed with the company for 90 days immediately preceding the commencement of leave. Additionally, the company may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken.

Employees may use accrued, unused paid time off (including [vacation/personal leave]) for leave taken under this policy.



## **SECTION 8 – BENEFITS**

### **VACATION/PERSONAL TIME OFF (PTO)**

Staff accrue 7 days of PTO for the year divided by their biweekly pay periods. Academic Mentors do not earn vacation leave. The maximum PTO hours that can be accrued is 200 hours. Part-time employees will receive a pro-rata “day” of PTO for each month of contractual employment.

If an employee leaves ARISE employment, they will receive payment for their accrued unused PTO at their current rate of pay.

Requests to use vacation days by employees must be submitted in writing at least 2 weeks in advance to the Head of School, Director of Operations, and evaluator (or Designee). These employees will not be approved for more than 10 days of vacation in a single academic year unless they fall on days that are not considered work days for teachers.

### **SICK LEAVE**

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 siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. If the employee has no spouse or registered domestic partner, the employee may designate one (1) person as to whom the employee may use paid sick leave to aid or care for that person in lieu of a spouse or registered domestic partner. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all ARISE High School employees who work two (2) hours per week, and work for ARISE for at least thirty (30) days within the span of a single calendar year from the commencement of employment. Eligible employees shall accrue one (1) hour of sick time for every thirty (30) hours worked in accordance with local and state law.

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. Employee requests for unpaid medical leave must be approved in advance by the School.

## **INSURANCE BENEFITS**

Full-time employees are entitled to insurance benefits offered by ARISE High School. These insurance benefits will include medical, dental, and vision. The school may set a defined contribution towards the employee's insurance premiums that are sponsored by ARISE High School. This amount will be determined on an annual basis. At this time there is no cost to the employee for insurance benefits but that will be reviewed periodically and may change due to enrollment and/or budgetary restrictions. The employee's portion, if any, of the monthly premiums will be deducted from the employee's paycheck on a pre-tax basis.

### Eligibility

Employees are eligible for medical coverage if they are a full-time regular employee working for ARISE or if they are a part time employee who works a minimum of twenty-five (25) hours per week. Part-time employees will be responsible to pay a prorated share of the costs for medical coverage.

"Full-time" employee means that an employee is hired to work at least thirty (30) regular hours per week.

Temporary, and internship employees are not eligible to participate in the plans.

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

At this time, the ARISE plan does cover the cost of medical coverage for dependents.

If medical insurance premium rates increase, employees may be required to contribute to the cost of the increase to retain coverage. Unless otherwise mandated by law, employees on a leave of absence of more than four (4) months are responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA.

## **COBRA BENEFITS**

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage

under ARISE High School's health plan when a "qualifying event" would normally result in the loss of eligibility.

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

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

### **SOCIAL SECURITY/MEDICARE**

If an employee is a full-time regular employee contributing to a teacher's retirement system (PERS/STRS), earnings from this job are not covered under Social Security. When an employee retires, or if they become disabled, they may receive a pension based on earnings from this job. If an employee does, and they are also entitled to a benefit from Social Security based on either their own work or the work of their husband or wife, or former husband or wife, their pension may affect the amount of Social Security benefit an employee receives. Medicare benefits, however, will not be affected.

ARISE High School withholds income tax from all employees' earnings and participates in FICA (Social Security), for temporary employees and Medicare withholding and matching programs as required by law.

### **STATE DISABILITY INSURANCE**

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the Head of School (or Designee).

### **WORKER'S COMPENSATION INSURANCE**

Eligible employees are entitled to workers' compensation insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee.

In the event of an occupational injury or illness (as defined under Workers' Compensation Law) an employee may be covered by workers' compensation insurance instead of group insurance.

If an employee should become injured or in any way disabled on the job, they must report the injury immediately to their supervisor. It is a felony to file a fraudulent or false workers' compensation claim.

## **SECTION 9 – EMPLOYEE COMMUNICATIONS**

### **COMPUTER, EMAIL AND INTERNET POLICY**

Every employee is responsible for using the ARISE High School's computer system, including, without limitation, its electronic mail (email) system and the Internet, properly and in accordance with this policy. Any questions about this policy should be addressed to the Head of School (or Designee).

The computers that employees use at work and the email system are the property of ARISE High School and have been provided for use in conducting ARISE High School business. All communications and information transmitted by, received from, created, or stored in its computer system (whether through word processing programs, Email, the Internet or otherwise) are ARISE High School records and property of ARISE High School. The computer system is to be used for school purposes only. Employees may, however, use ARISE High School technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with ARISE High School business, and does not violate any ARISE High School policies:

- To send and receive necessary and occasional personal communications;
- To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner;
- To use the telephone system for brief and necessary personal calls; and
- To access the Internet for brief personal searches and inquiries during mealtimes or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

#### No Expectations of Privacy

Although ARISE High School does not wish to examine personal information, from time to time, ARISE High School may need to access its technology resources. ARISE High School has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, without limitation, reviewing documents created and stored on its computer system, deleting any matter stored in its system (including, without limitation, its email and word processing systems), monitoring sites visited by employees on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing email sent and received by users. Further, ARISE High School may exercise its right to monitor its computer system for any reason and without the permission of any employee. Employee use of ARISE High School's computer system constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the computer system (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from ARISE High School's computers is not assured. Use of passwords or other security

measures does not in any way diminish ARISE High School's right to monitor and access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to ARISE High School for any reason that ARISE High School, in its discretion, deems appropriate. Further, employees should be aware that deletion of any email messages or files will not truly eliminate the messages from the system. All email messages and other files may be stored on a central backup system in the normal course of data management. Employees should have no expectation of privacy in anything they create, store, send or receive on the computer system.

Notwithstanding the foregoing, even though ARISE High School has the right to retrieve, read and delete any information created, sent, received or stored on its computer system, email messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any email messages that are not sent to them or by them. Any exception to this policy must receive prior approval of the Head of School (or Designee).

#### Professional Use of Computer System Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write email communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on ARISE High School letterhead. Because email and computer files may be subject to discovery in litigation, employees are expected to avoid making statements in email or computer files that would not reflect favorably on the employee or ARISE High School if disclosed in litigation or otherwise (see email expectations).

#### Offensive and Inappropriate Material

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

ARISE High School may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by ARISE High School networks. Notwithstanding the foregoing, ARISE High School is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an email address on the Internet may lead to receipt of unsolicited email containing offensive content. Users accessing the Internet do so at their own risk. Employees who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to ARISE High School's blocking software.

### Solicitations

ARISE High School's computer system (including, without limitation, its Email system) may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from the Head of School (or Designee) is required before anyone can post any information on commercial on-line systems or the Internet.

### Licenses and Fees

Employees may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of the Head of School (or Designee).

### Games and Entertainment Software

Employees may not use a ARISE High School Internet connection to download games or other entertainment software, or to play games over the Internet.

### Confidential Information

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

### Copyrights and Trademarks

ARISE High School's computer system may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from the Head of School (or Designee). Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor.

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

### CIPA Compliance

The Children's Internet Protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the internet. In 2001, the FCC issued rules implementing CIPA and provided updates to those rules in 2011.

Under CIPA compliance, ARISE receives e-Rate funding which requires ARISE to protect children from adult content from the Web. Through our IT Specialist, we are able to block adult content from web searches and control how students log-on. ARISE ensures that staff members and students use their laptops appropriately, and any violation of CIPA is handled by our HR Manager, Dean of School Culture and Head of School.

### Maintenance and Security of the System

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

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to ARISE High School's network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer an employee is using is not connected to ARISE High School's network.



Files obtained from sources outside ARISE High School including disks brought from home; including files downloaded from the Internet, newsgroups, bulletin boards, or other online services; files attached to email; and files provided by customers or vendors, may contain dangerous computer viruses that may damage ARISE High School's computer network. Employees should never download files from the Internet, accept email attachments from outsiders, or use disks from non- ARISE High School sources, without first scanning the material with ARISE High School-approved virus checking software. If an employee suspects that a virus has been introduced into the ARISE High School network, notify technology personnel immediately.

### Violations of this Policy

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

### Amendment and Modification of this Policy

ARISE High School reserves the right to modify this policy at any time, with or without notice. ARISE High School may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources.

### Acknowledgement

Employees acknowledge this policy by signing the receipt of this handbook.

## **SOCIAL MEDIA POLICY**

ARISE High School has adopted the following policy with regard to employee behavior on social networking sites as it pertains to both employee and student initiated communication. If an employee wishes to use networking protocols as a part of the educational process, please work with administrators and technology staff to identify and use a restricted, school-endorsed networking platform.

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

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

### Personal or Professional Blogs

If an employee is developing a website or writing a blog that will mention ARISE High School they must identify that they are an employee of the organization and that the views expressed on the blog or website are theirs alone and do not represent the views of ARISE High School. Unless given permission by the Head of School (or Designee), employees are not authorized to speak on behalf of ARISE High School or to represent that they do so. If an employee is developing a site or writing a blog that will mention ARISE High School, as a courtesy to the organization, they should let the Head of School (or Designee) know in advance of publication. The Head of School (or Designee) may choose to visit an employee's blog or social networking site from time to time.

Employees may not share information that is confidential and proprietary with regard to ARISE High School. This includes, but is not limited to, information about curriculum, school dynamics, school programs, future goals, or current challenges within the organization. These are given as examples only and do not cover the range of what ARISE High School considers confidential and proprietary. If an employee has any questions about whether information has been released publicly or doubts of any kind, they should speak with the Head of School (or Designee).

All employees who engage in social networking are legally liable for anything he/she writes or presents online. Employees can be disciplined by ARISE High School for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. Employees can also be sued by ARISE High School's employees, competitors, and any individual or company that views commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment.

Teachers may not comment on a student's blog or a student's other social networking commentaries.

Employees may not use trade names, or logos belonging to the school without express written permission of the Head of School (or Designee).

Failure to comply with ARISE High School's social media policy will result in disciplinary action, up to, and including, immediate termination.

## **EQUIPMENT POLICY**

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

## Laptop Computers

Each staff member assigned a laptop for professional use shall be required to sign a laptop Agreement Form and will be charged for any damages, loss or theft to the laptop caused by willful misconduct and/or negligence.

Although issued to an individual employee, all computing devices are considered the personal property of the primary organizational unit to which the receiving employee belongs and shall be returned upon termination of employment with the School, after reassignment of job duties or immediately upon request at any time by an official of the School.

Employees are expected to take all appropriate measures and precautions to prevent the loss, theft, damage and/or unauthorized use of such equipment. Such precautions shall include, but not be limited to the following:

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

If the employee fails to adhere to these procedures, the employee will be held legally and financially responsible to the School for the replacement of such equipment.

The School is under no legal, financial or other obligation to provide for a replacement computing device to any employee whose device is lost, stolen or damaged.

The School may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to management review, monitoring and auditing by the School. Other audits may be performed on the usage and internal controls as deemed necessary.

Non-compliance with any policies or procedures regarding Employee Computers and Portable Computing Devices issued by the School will result in appropriate disciplinary action and/or reimbursement of any and all costs to the School.

## **TELEPHONE CALLS AND TEXTING**

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

## **NO SOLICITATION/DISTRIBUTION POLICY**

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

Non-employees may not solicit or distribute written materials of any kind at any time on premises that are owned, leased, operated, managed or controlled by ARISE High School.

Employees may not solicit other employees during the workday when either the person doing the solicitation or the person being solicited is engaged in or required to perform work tasks.

Employees may not distribute written materials of any kind during the workday when either the distributing employee or the employee receiving the materials is engaged in or required to perform work tasks.

Additionally, distribution of written materials of any kind by ARISE High School employees is prohibited at all times in all working areas on school premises.

Employees may solicit other employees when both parties are on non-work time. Employees may distribute written materials in non-work areas during non-work time.

The sole exceptions to this policy are charitable and community activities supported and approved by ARISE High School.

School bulletin boards are the only areas where any merchandise or notices may be placed. Such items must meet the guidelines established by the school. The Head of School (or Designee) must approve any postings prior to posting.

ARISE High School reserves the right to discontinue any solicitation or distribution if the activities become disruptive to employees or the efficient operation of the school's business.

Employees are required to leave school premises and other work areas at the completion of their workday. Employees are not permitted to enter or remain on

school premises or work areas unless the employee is on duty, scheduled for work, coming to or departing from scheduled work, or otherwise has specific authorization from the Head of School (or Designee).

### Definitions

School "premises": property owned, leased, operated, managed or controlled by the school, including buildings, parking lots, and play areas that the school has the right to use exclusively or in common with others, vehicles owned or operated by the school, and any location where school-sponsored activities are taking place, such as restaurants, banquet halls, athletic facilities, parks or other recreational facilities.

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

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

### Employee Responsibility

If an employee has a need to solicit and/or distribute materials on school premises, it must be in compliance with this policy. If any employee has questions, they should talk with the Head of School (or Designee). If solicitation or distribution is conducted within the parameters of this policy, the manner of activities must not harass or intimidate other employees. If an employee is subjected to such behavior at any time, employees should report the activity to their supervisor. If solicitation or distribution occurs while an employee is working, report the activity to the Head of School (or Designee).

## **NEPOTISM POLICY**

ARISE High School permits the employment of qualified relatives of employees, of the employee's household or immediate family as long as such employment does not, in the opinion of ARISE High School, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the employee's household. ARISE High School will use sound judgment in the placement of related employees in accordance with the following guidelines:

Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary,

hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.

Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.

Employees who marry while employed, or become part of the same household are treated in accordance with these guidelines. If in the opinion of ARISE High School, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time.

The Board of Directors must approve any exceptions to this policy.

### **BUILDING SECURITY/SCHOOL KEYS**

All employees who are issued keys to the office and classrooms are responsible for their safekeeping. These employees will sign a BUILDING KEY DISBURSEMENT FORM upon receiving the key.

Employees will be assigned all appropriate building keys needed to conduct their daily job responsibilities. Employees are responsible for all keys. Duplication of any key is not allowed and strictly prohibited. It is against School policy to loan or distribute any assigned keys to another employee or non-employee of the School. If school keys are lost, misplaced, destroyed, or stolen, employees must report it immediately to the Head of School (or Designee).

The last employee, or a designated employee, who leaves the office and /or the school site at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all the appliances and lights are turned off with the exception of the lights normally left on for security purposes. Employees are not allowed on school property after hours without prior approval.

### **INTERNAL INVESTIGATIONS & SEARCHES**

From time to time ARISE High School may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with and assist in these investigations if required to do so.

Whenever necessary, in ARISE High School's discretion, employees' work areas (i.e. desks, file cabinets, lockers, etc.) and personal belongings (i.e. briefcases, handbags, etc.) may be subject to a search without notice. Employees are required to cooperate. Because even a routine search for ARISE High School property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to ARISE High School. ARISE High School will generally try to obtain

an employee's consent before conducting a search of work areas and personal belongings, but it may not always be able to do so.

## **INTERNAL COMPLAINT REVIEW**

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

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

### Internal Complaints

(Complaints by Employees Against Employees)

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

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the 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 Head of School or designee:

1. The complainant will bring the matter to the attention of the Head of School 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 their complaint to writing, indicating all known and relevant facts. The Head of School or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Head of School, the complainant may file their 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 their 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 Head of School or Board President (if the complaint concerns the Head of School) 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, Head of School (or designee) shall abide by the following process:

1. The Head of School or designee shall use their best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Head of School (or designee) finds that a complaint against an employee is valid, the Head of School (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Head of School (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Head of School's (or designee) 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 Head of School) or the Head of School 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.



## **VIOLENCE IN THE WORKPLACE**

ARISE High School has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect ARISE High School or which occur on ARISE High School property will not be tolerated. Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at ARISE High School or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

All threats or acts of violence occurring on ARISE High School premises, regardless of the relationship between ARISE High School and the parties involved.

All threats or acts of violence occurring off ARISE High School premises involving someone who is acting in the capacity of a representative of ARISE High School.

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

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

ARISE High School's prohibition against threats and acts of violence applies to all persons involved in ARISE High School's operation, including but not limited to all personnel, contract, unpaid interns, volunteers and temporary workers and anyone else, including parents on ARISE High School property. Violations of this policy by any individual on ARISE High School property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors or to the Head of School (or Designee).

## **SECTION 10 – STANDARDS OF CONDUCT**

### **PERSONAL APPEARANCE/STANDARDS OF DRESS**

The Board of Directors believes that teachers and other ARISE High School staff serve as role models.

The Board of Directors encourages staff; during school hours, to wear clothing is safe and appropriate to the educational environment.

- The Head of School (or Designee) will be the final arbiter of what constitutes appropriate dress and attire.

### **PROFESSIONAL BOUNDARIES: TEACHER-STUDENT INTERACTIONS**

ARISE High 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.

### Boundaries Defined

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

### Acceptable and Unacceptable Behavior

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

Staff members must understand their own responsibilities for ensuring 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 any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

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 an employee is unsure if certain conduct is acceptable, is to ask themselves, “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.

### Unacceptable Behaviors

These lists, and any subsequent lists, are not meant to be all-inclusive, but rather illustrative of the types of behavior addressed by this policy.

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without parental permission
- Being alone in a room with a student at school with the door closed
- Allowing students in your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or other responsible adult
- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student
- Sending emails, text messages, Facebook responses, or letters to students if the content is not about school activities.

#### Acceptable and Recommended Behaviors

- Obtaining parent's written consent for any after-school activities on or off campus (exclusive of tutorials).
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions.
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via school-based technology and equipment).
- Keeping the door open when alone with a student.
- Keeping reasonable and appropriate space between you and the student.
- Stopping and correcting students if they cross your own personal boundaries.
- Keeping parents informed when a significant issue develops about a student.
- Keeping after-class discussions with a student professional and brief.

- Asking for advice from senior-staff or administration if you find yourself in a difficult situation related to “boundaries.”
- Involving your direct supervisor about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers.
- Asking another staff member to be present if you will be alone with any student who may have severe social or emotional challenges (and you are not the assigned case educator).
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours.
- Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high-fives, and handshakes are appropriate.
- Keeping your professional conduct a high priority during all moments of student contact.
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.

### Reporting

When any staff member, parent, or student becomes aware of a staff member having crossed the boundaries specified in this policy, or has a strong suspicion of misconduct, they must report the suspicion to the Head of School (or Designee) promptly. A reasonable suspicion means something more than mere suspicion but less than absolute knowledge. It is based on facts which would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

### Investigating

The Head of School (or Designee) will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior, using such support staff or outside assistance, as they deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all other privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible. The investigating administrator shall promptly notify the Governing Board in closed session of the existence and status of any investigations. Upon completion of any such investigations, the Head of School (or Designee) shall report to the Governing Board any conclusions reached. The

investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

### Consequences

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

## **CUSTOMERS & PUBLIC RELATIONS**

The School's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. If any employee witnesses conduct in violation of this policy, they should immediately bring it to the attention of their supervisor or the Head of School (or Designee).

## **PROHIBITED CONDUCT**

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

- Falsification of employment records, employment information, or other School records.
- Recording the work of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's.
- Theft, deliberate or careless damage or loss of any School property or the property of any employee or customer.
- Provoking a fight or fighting during working hours or on School property.
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive.
- Carrying firearms or any other dangerous weapons on School premises at any time.
- Consuming, possessing, or being under the influence of alcohol and/or drugs during working hours or at any time on School property or job sites.
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- Unreported absence on scheduled workdays.

- Unauthorized use of School equipment, time, materials, facilities, or the School name.
- Sleeping or malingering on the job.
- Failure to observe working schedules, including the required rest and meal periods.
- Engaging in criminal conduct whether or not related to job performance.
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.
- Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work.
- Failure of an employee to obtain permission to leave work for any reason during normal working hours.
- Abuse of sick leave.
- Making or accepting personal telephone calls during working hours except in emergencies.
- Failure to provide a physician's certificate when requested or required to do so.
- Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.
- Making derogatory racial, ethnic, religious or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours.
- Violation of any safety, health, security or School rule.
- Working overtime without authorization or refusing to work assigned overtime.
- Failure to possess or maintain the credential/certificate required of the position.

## **CONFIDENTIAL INFORMATION**

Employees may, during the course of their duties be advised of certain confidential business matters and affairs of the School regarding its business practices, students, suppliers and employees. Employee duties may also place an employee in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the School and not generally known to the public or competitors. Such proprietary information includes student information, competitive strategies, marketing plans, personnel information and financial information. Employees shall not, either during their employment with the School or any time in the future, directly or indirectly:

- Disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during employment;
- Individually or in conjunction with any other person, firm, agency, School, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of the School;
- Without the written consent of the School, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of the School, except to the extent required in the ordinary course of an employee's duties.

Upon termination of employment, employees are required to immediately return to the School all property of the School in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the School.

## **CONFLICTS OF INTEREST**

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

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

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

If employees have any questions about whether an action or proposed course of conduct would create a conflict of interest, they should immediately contact the Head



of School (or Designee) to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

### Outside Employment

Full time employees are expected to devote their full professional effort to their position at ARISE High School. If an employee wishes to participate in outside work activities they are required to obtain written approval from the Head of School (or Designee) prior to starting those activities. Approval will be granted unless the activity conflicts with ARISE High School's interests. In general, outside work activities are not allowed when they:

- Prevent employees from performing work for which they are employed at ARISE High School.
- Involve organizations that are doing or seek to do business with ARISE High School including actual or potential vendors.
- Violate any provisions of law or any ARISE High School policies or rules.
- When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave).

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

## **SECTION 11 – SAFETY**

### **DRUG AND ALCOHOL POLICY**

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

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

- Use, possession, offer for sale, or being under the influence of illegal drugs or alcohol during working hours, including meal and break periods, or in the presence of pupils.
- Use, possession, offer for sale, or being under the influence of illegal drugs or alcohol on School property at any time.

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

### **SMOKING**

All School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes and vaping. Smoking is prohibited within twenty (20) feet of a school building and within twenty-five (25) feet of a school playground.

### **SECURITY**

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. If an employee is leaving late at night or are in any other situation that presents security concerns or where an employee does not feel comfortable, that employee should seek the assistance of the Head of School (or Designee), other employees or call 911. Employees should report any suspicious persons or activities to the Head of School (or Designee). Employees must secure their desk or work area at the end of the day or when called away from their work area for an extended length of time, and should not leave valuable and/or personal articles

that may be accessible in or around the work area. Please report any problems with our security systems to the Head of School (or Designee).

### **PARKED VEHICLES**

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

### **USE OF PERSONAL VEHICLE FOR SCHOOL BUSINESS**

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

Employees who use their own automobiles for travel on authorized school business will be reimbursed for mileage at the rate established by the Internal Revenue Services. Employee must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

### **PERSONAL PROPERTY**

ARISE High School cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on ARISE High School's premises, including the parking area, or away from school property while on school business. ARISE High School employees are prohibited from using personal property for work-related purposes unless approved in advance by the Head of School (or Designee).

### **SAFETY POLICY**

ARISE High School is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Employees should report all unsafe conditions or hazards to their supervisor or the Head of School (or Designee) immediately, even if an employee believes they have corrected the problem. If an employee suspects a concealed danger is present on School premises, or in a product, facility, piece of equipment, process or business practice for which the School is responsible, the employee should bring it to the attention of their supervisor or the Head of School (or Designee) immediately.

Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Head of School (or Designee) regarding the problem.

All workplace injuries and illnesses must be immediately reported to an employee's supervisor and the Head of School (or Designee).

ARISE High School has in place a written Injury and Illness Prevention Program as required by law. It is located in the main office for review.

## **ERGONOMICS**

ARISE High School has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the School will make necessary adjustments to an individual's workstation, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. Employees should report any ergonomic concerns to the Head of School (or Designee).

## **CHEMICAL EXPOSURE WARNING**

Employees should be aware that work areas might contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If employees have any questions or concerns about possible chemical exposure in any work area, contact the Head of School (or Designee).

## **SECTION 12 – TERMINATION**

### **VOLUNTARY TERMINATION**

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

### **INVOLUNTARY TERMINATION**

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

### **DISMISSAL, DISCIPLINE, AND TERMINATION OF EMPLOYMENT**

ARISE High School reserves the right to terminate an employee at any time, with or without cause or notice and nothing in this policy or handbook alters the at-will nature of employment with ARISE High School.

The following list, while not complete, gives examples of behavior that can result in the immediate termination of employment. Employees should be aware that conduct not specifically listed below also might result in disciplinary action up to and including termination.

- Breaching confidentiality.
- Fighting, violence, or using abusive language or conduct that is hostile or disrespectful to a student, co-worker, supervisor, board member, volunteer, or any other persons associated or served by the school, including parents.
- Falsifying or altering school records or student achievement data
- Violating the school's equal opportunity or harassment policies
- Unauthorized use of school property.
- Unsatisfactory performance, where the employee has been given written notice of the deficiency and an opportunity to cure the deficiency;

- Unfit for service, including the inability to appropriately instruct students or associate with students;
- Insubordination;
- Falsifying or concealing information on employment records, employment information, an employment application, time record, or other ARISE High School record;
- Willfully or maliciously making false statements regarding any co-worker or ARISE High School, making threats or using abusive language toward fellow employees, supervisors, students, parents, or visitors, or otherwise violating ARISE High School's policy concerning workplace violence;
- Theft or the deliberate or careless damage or destruction of ARISE High School property, or the property of ARISE High School's employees, students or anyone on ARISE High School property;
- Possessing weapons on ARISE High School's property at any time or while acting on behalf of ARISE High School;
- Refusal to comply with any federal or state regulation or law, or refusal to comply with any ARISE High School policy or procedure;
- Possession of or being under the influence of illegal drugs or alcohol while performing any professional duties or when publicly representing ARISE High School, such as at a professional conference, or otherwise violating ARISE High School's Drug and Alcohol Policy;
- Engaging in criminal conduct whether or not related to job performance
- Gross negligence leading to the endangerment or harm of a child or children;
- Excessive absenteeism;
- Willfully violating any safety, health, security, or school policy, rule, or procedure;
- Reduction in force or school closure.

## **EXIT INTERVIEWS**

All employees who leave employment at ARISE High School will be asked to take part in an exit interview with the Head of School (or Designee) to communicate their challenges and growth while employed at ARISE High School. Information shared during an exit interview will be treated as confidential.

## **VERIFICATION AND REFERENCE POLICY**

All requests for employment verification, references or personal information verification or disclosures must be directed to the Head of School (or Designee). Only the Head of School (or Designee) is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees.

With respect to verification requests, ARISE High School will disclose only the dates of employment and the title of the last position held. ARISE High School will verify or disclose additional information about the employee only if the employee provides

written authorization for ARISE High School to provide the information. However, ARISE High School will provide information about current or former employees as required by law or court order. ARISE High School will not provide any letters of reference for current or former employees. Please refer all questions about this policy to the Head of School (or Designee).

## APPENDIX C

### ARISE STAFF EVALUATION PROCESS AND LOG 2022-2023

Our supervision model is to create support and accountability for all staff following the [Accountability of the Crew](#) as well as supporting staff in following through on the various elements of their job descriptions.

**Evaluator:** ARISE administrator that serves to coach, evaluate, and supervise staff members and give reminders and or feedback of any violation of the Accountability of Crew. All feedback that is given by the Evaluator needs to be documented. The Head of School is secondary evaluator to all ARISE staff and will collaborate with primary evaluators to supervise, coach, and give feedback to any staff member.

#### Staff Evaluation Process:

Self-Assessment is submitted by **August 30<sup>th</sup>**

- based on Instructional core Criteria for Proficiency (for teachers) and on job description, Leader Profile (where applicable), and Accountability of Crew for all other staff members
- choose 3 areas of strength and 3 for growth: these inform your goals

Evaluator meeting to review self-assessment by **September 5th** Goals submitted by **September 9th**: Goals must be tied to School Wide Priorities Initial Evaluator Meeting by **September 13th** to approve and/or modify goals

Formative Evaluation Due **December 1<sup>st</sup>**

Summative Evaluation Due **April 1st** (unless otherwise noted on improvement plan)

#### Chain of Consequence for Major Violations:

- 1) Evaluator will meet with supervisee and review the violation and remind of the consequence chain. A written warning will be issued. Depending on the severity of the violation a written reprimand or suspension will be issued.

This must be followed up with an email summarizing the information discussed in the meeting with HR cc'd.

- 2) Write up (HR and Head of School informed by Managing Admin)
- 3) Improvement plan (HR and Head of School informed by Managing Admin)
- 4) Suspension and/or termination depending on severity of violation (Head of School)



## Crew Accountability for a Professional Teaching & Learning Community

As adults and highly educated professionals working together in alignment around a specific vision, mission, and set of values, the work we do and how we do it, whether as an individual or as a collective has tremendous consequences for our students. As such, we have to be clear on what we must be accountable for doing. **In addition to the specifics of your particular job description, school cohesion, or other guidelines associated with the school's processes and protocols**, there are some **basic expectations** for what we must be accountable for on a daily, weekly, monthly and annual basis. The following is a list of these basic crew expectations with their associated accountability structures:

### TIMELINESS

EXPECTATIONS	ACCOUNTABILITY STRUCTURE
<p><b>Starting the day:</b></p> <ul style="list-style-type: none"> <li>● Operations Team members start the day based on individual schedules</li> <li>● Staff are encouraged to be here by 8:00am but expected to be here at 8:15am.</li> </ul>	Attendance and Data Tracker
<p><b>Teacher Office Hours:</b></p> <ul style="list-style-type: none"> <li>● Teachers will hold office hours one day per week for one hour.</li> <li>● Teachers will explicitly communicate to students their office hours and be present during that time.</li> </ul>	Week 1 <a href="#">Checklist</a>
<p><b>Submitting attendance:</b></p> <ul style="list-style-type: none"> <li>● Teachers must take attendance within the first 5 minutes of class. This is mandatory and non-negotiable.</li> </ul>	Attendance Reports - Monitored by Administrative Assistant
<p><b>Deliverables (by stated due dates) including:</b></p> <ul style="list-style-type: none"> <li>● Curriculum plans - Week 1 Checklist and as needed</li> <li>● Class syllabus - Week 1 Checklist</li> <li>● Progress reports - Each Quarter by listed Due Date</li> <li>● Entering grades into Powerschool - Each Semester by listed Due Date</li> <li>● Updating grades and entering new grades into Powerschool every week</li> <li>● Any agreed upon action items</li> </ul>	Deans of Instruction and Directors of Teaching and Learning and STEM

EXPECTATIONS	ACCOUNTABILITY STRUCTURE
<b>Professionalism</b> <ul style="list-style-type: none"> <li>Follow the <a href="#">ADULT PLC Codes of Respect</a></li> <li>Follow the <a href="#">Classroom Entry Protocol</a></li> </ul>	Documentation of violations - follow up with an improvement <a href="#">plan</a> if needed.
<b>Professional Development:</b> <ul style="list-style-type: none"> <li>Staff will attend and be engaged in all PD's: Weekly PD, staff work days, staff retreats, and Department &amp; Grade Level meetings <ul style="list-style-type: none"> <li>If you are going to be absent from or need to leave early from PD, you must communicate and get approval from the Head of School and Deans of Instruction at least 24 hours ahead of time.</li> </ul> </li> </ul>	Teacher Attendance and Data Tracker
<b>Collaborative student support meetings:</b> <ul style="list-style-type: none"> <li>Familia</li> <li>IEP meetings</li> </ul>	IEP Data Tracker
<b>Instructional Duties:</b> <ul style="list-style-type: none"> <li>Teaching duties</li> <li>Advisory</li> <li>Post Session</li> <li>Office Hours</li> </ul>	Evaluator
<b>Mandatory Events</b> Attend and hold strong presence for all school events	Evaluator

## COMMUNICATION

EXPECTATIONS
<b>Email:</b> Professional use of email will be expected of all employees. All staff emails will be for A-team and designees only.
<b>Communication between Adults:</b> Staff must follow the <a href="#">Professional Learning Community Codes of Respect</a> when communicating with fellow adults. If a staff member has concerns about the professionalism of another staff member or concerns about the violation of the <a href="#">Professional Learning Community Codes of Respect</a> they should attempt to address that issue with the staff member first and if it is not able to be resolved, they can disclose such to either the Head of School or the staff member's

evaluator.

**Communication between Adults and Students:** All conversations including emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes.

**Announcements and Newsletter:**

When possible the Head of School and A-team will limit announcements to the Newsletter in order to limit all staff emails.

All staff are expected to read the newsletter.

**Leaving early:** Staff leaving early must communicate via email and get approval from the Head of School and copy their evaluator, A-team, and Admin Assistant.

- If it's a foreseeable early leave, at least 24 hours notice in advance, the more advance notice the better.

**Absences**

- All staff will communicate clearly and ahead of time, at least 24 hours, about absences to in an email to Head of School copying their supervisor, Director of Operations, and Admin Assistant
- Teachers will provide [sub lesson plans](#) provided at least 24 hours in advance and text/email Head of School and Sr. Administrative Assistant with lesson plans and learning materials (handouts)
- Staff will not be allowed to participate in additional PDs/ workshops/conferences if you have five or more absences

**Paid Time Off (PTO):**

PTO requests should be made 2 weeks in advance using Paylocity. An email to the Head of School, Director of Operations, as well as the staff member's evaluator should also be sent making the request.

**Discipline:** Communicating minor behavior issues to the following where appropriate:

- Student's advisor
- Student's parent
- Other teachers (as needed)
- RJ Team via Behavior Log

**Discipline:** Communicating major behavior issues to the following where appropriate:

- RJ Team via [Behavior Log](#) (and if immediate response required via text)
- Grade Team Leads
- Student's advisor
- Student's parent

**Vandalism/Property Damage/Theft:** Teachers must communicate any vandalism/property damage/theft to the following stakeholders:

- Head of School
- Dean of RJ
- Director of Operations
- Facilities Manager