

## Executive Summary – Employee Handbook Revision (2023-2024)

The annual review of the MWA Employee Handbook produced the following changes:

- Addition of language in the At-Will Employment Guidelines (pg. 10-11)  
*“Each school year, the School conducts an annual intent-to-return process to determine which employees will return for the following school year. This process is integral to the School's hiring season, ensuring we are fully staffed by the first day of school. Employees who are subject to disciplinary action or performance concerns identified through documented performance evaluation cycles may be considered for non-renewal of their at-will employment with the School. PIPs are not required, and MWA, at its sole discretion, shall determine whether to issue a PIP.”*
- Addition of language in the Work Eligibility Guidelines (pg. 11)  
*“In compliance with federal law, the School only employs United States citizens or other individuals who have the legal right to work in the United States. **The School reserves the right to consider sponsoring applicants or employees for a visa depending on individual circumstances and operational needs, with practices subject to variation each school year.***

***On or before their first day of work, all employees must complete a Department of Homeland Security Form I-9 and provide proof of identity and eligibility to work in the United States. If proof of eligibility is not provided within three business days from the first day of work, the School may terminate their employment. If they have previously worked at the School within the last three years, employees do not need to submit a new Form I-9, unless the Form I-9 is no longer valid. Human Resources will confirm if a new Form I-9 is needed during the onboarding process.”***

- Addition of language in the Professional Boundaries: Staff/Student Interaction Policy (pg. 13-16)
  - Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission
    - *“Communicating with a student outside of school hours unless it is pertaining to specific classroom assignments or student club activity responsibilities.”*
    - *“Communicating with students through non-school platforms. This means using personal cell phones or any non-school-issued platforms to interact with students. All communication should be confined to designated school platforms unless approved by the Principal or designee.”*
    - *“Serving food or drinks (except water) in the classroom to students without prior approval from the Assistant Principal or designee.”*

- Update to language in the Workplace guidelines (**pg. 22**)  
*“The School's standard operating hours are typically from 7:30 a.m. to 6:30 p.m., Monday through Friday. School work hours are 8:00 a.m. to 4:30 p.m. Employees may be requested to participate in school-related, administrative, or other activities as directed by the Principal/Chief Executive Officer or their delegate.”*
- **Addition of language in the Visitor’s Policy guidelines (pg. 23)**  
*“The request should include the purpose of the visit, dates and times of the visit, and the specific classroom or student being observed. If the purpose of the visit is not essential, the request to visit during school hours may be declined.”*
- Addition of language in the Accommodations guidelines (**pg. 24-25**)  
*Other Accommodations: “The School facilitates requests through an interactive process for accommodations. In the case of exempt employees, if a request entails a permanent or consistent change to their schedule, the School reserves the right to adjust the employee's salaried compensation accordingly, as permitted by law. Any reductions in schedule for exempt employees may also be subject to reclassification by the Human Resources department.”*
- Update of language in Attendance and Punctuality (**pg. 25**)  
*“Campus Supervisors are required to provide a **two (2) hour notice** of any absence. If an employee desires to leave work early for any reason during the workday, the employee must obtain the approval of their supervisor prior to leaving.”*

*“All exempt or nonexempt employees are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School’s ability to implement its educational program and disrupts consistency in students’ learning. 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 it is necessary to be absent or late, employees are expected to telephone the Supervisor as soon as possible but no later than one hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Supervisor sufficiently informed of the situation. All employees with prescheduled appointments are expected to notify the Supervisor at least two (2) weeks in advance or soon as possible as to the date and time, considering scheduling that is the least disruptive to students’ learning and school operations. **In some circumstances, an employee may be required to provide verification or documentation for your absence.”***

***“More than three (3) instances of non-illness-related tardiness by any employee during the current school year are considered excessive. Any unexcused absence is considered excessive.”***

**Campus Supervisors are required to provide a two (2) hour notice of any absence.** *If an employee desires to leave work early for any reason during the workday, the employee must obtain the approval of their supervisor prior to leaving.*

- Update of language in Timesheets/ Timekeeping Records guidelines **(pg. 26)**
  - *“Exempt employee timesheets auto-populate, so daily clock-in is not required.*
  - *“Both exempt and nonexempt employees are required to keep the supervisor advised of their departures from and returns to the school premises during the workday.”*
  - *“Scheduled meetings should not infringe upon designated meal breaks for nonexempt employees.”*
  
- Update of language in Use of Email, Voicemail, Internet Access and Devices guidelines **(pg. 26)**

*“Technology resources consist of all electronic devices, software, and means of electronic communication, including any of the following: accessing MWA data while using personal devices such as, cellphones, tablets (i.e. ipads, etc.) or desktop computers; laptop computers; mini and mainframe computers; computer hardware such as disk drives, flash drives, external hard drives, SD or memory cards, tape drives or any external storage devices; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; Internet-based or “cloud-based” applications, storage and services provided by the school or accessed on a computing device provided by the school; electronic mail; telephones; mobile phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.”*
  
- Update of language in Personal Appearance/Standards of Dress guidelines **(pg. 32)**

*“Jeans **and leggings** are not permitted. Shorts should be modest in length and should be no higher than three (3) inches above the knee.”*
  
- Update of language in Telework Policy and Procedures guidelines **(pg. 35-37)**

*“Workspace – Employee agrees to designate a workspace within Employee’s remote work location for placement and installation of equipment to be used while teleworking. Employees agree to maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment. The telework space is considered an extension of the School’s worksite. Employees will have the same responsibility for safe practices, accident prevention, and accident/injury reporting as in the regular worksite. In case of injury, accident, theft, loss, or tort liability related to telework, the employee must immediately report the event to their supervisor and allow the School or its authorized agent to investigate and/or inspect the telework site as needed. **The***

***employee shall not use the workplace/telework arrangement as a substitute for child care.”***

- Update of language in TCOLA Program Guidelines **(pg. 41)**  
*Removed the word “Special” → Temporary Cost of Living Adjustment (TCOLA)*
- Addition of language in Participation in Recreational or School Activities **(pg. 42)**  
*“Employees may participate as volunteers or chaperones in activities sponsored or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities, and no employee has work-related duties requiring such participation. An employee’s participation in social and recreational activities is at the employee’s own risk, and the School disclaims any and all liability arising from the employee’s participation in these off-duty and voluntary activities. **Employees must sign a waiver acknowledging their voluntary participation in these activities and releasing the School from any liability associated with such participation.**”*
- Update to language in Retirement Programs guidelines **(pg. 43)**  
*TBD - Awaiting confirmation on the annual member and employer contribution rates for 2024-25.*
- Holiday, Vacation, and Leaves **(pg. 46-47)**  
*“Employees are expected to take their paid time off during holiday breaks, such as Thanksgiving week and Spring break. Considering non-peak times, the school will communicate the vacation periods/windows in advance. In coordination with these parameters, employees are asked not to take the day before or after a holiday break as additional paid time off. These are called blackout days. Generally, absences will not be approved on these days unless special approval is obtained by a Principal, the CEO, or designee. **Exceptions for significant life events (weddings, funerals, graduations, milestone birthdays, etc.) are possible.** Employees taking paid sick leave prior to or after a paid holiday will not be penalized.*

***The following dates are considered blackout periods:***

- ***First four weeks of the school year***
- ***2 days before and after week-long breaks (November, February, April)***
- ***1 day before or after extended holiday weekends***
- ***Last two weeks in December before winter break***
- ***1st two weeks of 2nd semester***
- ***During SBAC or AP testing windows***
- ***Last four weeks of the school year***
- ***Week after school ends (for non-faculty, year-round employees)***

- Update of language in Sick Leave guidelines (pg. 49)
  - *SB 616 recently updated California's paid sick leave law as of January 1, 2024. The state law now requires a minimum accrual cap of 80 hours or 10 days, whichever is greater.*
  - *"All eligible part-time, temporary, and seasonal employees shall accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked, to a maximum accrual of **eighty (80) hours** of accrued paid sick leave per year. Further, paid sick leave is capped at **eighty (80) hours** per year. For new employees who previously worked at a qualifying California public school or county office of education, the School will accept a new employee's sick leave transfer request within the first year of employment only."*
  - *Per counsel, as of January 1, 2024, the labor commissioner takes the position that employers may not require doctor's notes for protected sick leave, MWA's previously adopted 3-day rule based on the old sick leave law, which required a minimum of 24 hours / 3 days of leave to be provided.*
    - *"Employees absent longer than **five (5) days** due to illness may be required to provide medical evidence of illness and/or medical certification of fitness to return to work satisfactory to the School."*
  
- Update of language in Family Care and Medical Leave guidelines (pg. 52)
  - *"To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period."*
  - *"When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member."*
  - *Section: Amount of FMLA/CFRA Leave Which May Be Taken (pg. 53):*
    - *"The twelve (12) month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available."*
    - *Section: Pay and Accruals during FMLA/CFRA Leave (pg. 53):*
      - *"Benefit accruals, such as vacation/paid time off, paid sick leave, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment."*

- Addition of language in Reproductive Loss Leave guidelines **(pg. 60)**  
*“All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay.”*
  
- Addition of language in Rules of Conduct guidelines **(pg. 63-65)**
  - *“Unauthorized use or possession of personal cell phones or other electronic devices during instructional/work time when students are present.”*
  - *“Eating or drinking in the classroom is prohibited, except water, unless prior approval is obtained from the Assistant Principal or designee.”*
  - *“As specified in the MWA Comprehensive Safety Plan, classrooms and offices should not have personal appliances such as coffee pots, tea/hot water kettles, mini-fridges, space heaters, fans, microwaves, toasters, and other similar items. For safety reasons, these items are prohibited in any spaces not designated by MWA, such as staff lounges, break rooms, etc. MWA reserves the right to remove appliances that are deemed unsafe for spaces as needed.”*
  - *“Failure to adhere to the MWA Parking Expectations, including parking in designated employee lots and displaying an assigned parking pass while on campus.”*
  - *“Employing intimidation tactics, such as unnecessary yelling, demeaning language, or swearing/cursing, to compel students to perform.”*

Addition of language in Release from At-Will Employment guidelines **(pg. 66)**

Termination: *Because School employees are employed on an at-will basis, the School retains the right to terminate employees at any time, with or without notice and with or without cause.*

***Please note that the School does not offer an appeal process.***

Removal of guidelines for COVID-19 Addendum **(pg. 70)**

*MWA no longer requires staff to obtain the vaccination and booster for employment.*



# Employee Handbook

## 2024-2025

4123 Lakeside Drive  
Richmond, CA 94806  
(510) 262-1511  
<https://www.makingwavesacademy.org>

## TABLE OF CONTENTS

<b>Acknowledgment of Receipt of Employee Handbook</b>	4
<b>Welcome Letter</b>	5
<b>Introduction to Handbook</b>	8
<b>Conditions of Employment</b>	9
Equal Employment Opportunity Is Our Policy	9
Open Door Policy	10
At-Will Employment	10
Work Eligibility	11
Rehire Eligibility	11
Child Abuse and Neglect Reporting	12
Criminal Background Checks	12
Tuberculosis Testing	12
Immigration Compliance	13
Professional Boundaries: Staff/Student Interaction Policy	13
Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation	16
Whistleblower Policy	19
Anti-Nepotism Policy	19
Drug and Alcohol-Free Workplace	21
Smoke-Free Workplace	21
Confidential Information	21
Political Neutrality	22
Conflict of Interest	22
<b>The Workplace</b>	
Work Schedule	22
Meal and Rest Periods	23
Health and Safety Policy	23
Visitor's Policy	23
Accommodation	24
Attendance and Punctuality	25
Timesheets/ Timekeeping Records	26
Use of Email, Voicemail, Internet Access, and Devices	26
Personal Business	31
Social Media	31
Personal Appearance/Standards of Dress	32
Occupational Safety	34



Accident/Incident Reporting	35
Reporting Fires and Emergencies	35
Telework Policy and Procedures	35
<b>Employee Wages and Health Benefits</b>	<b>38</b>
Definition of Good Standing	38
Payroll Withholdings	38
Paydays	39
Overtime Pay	39
Make-Up Time	39
Travel Reimbursement	40
Commuter Benefits	41
Temporary Cost of Living Adjustment Program (TCOLA)	41
Temporary Salary Increase Guidelines	41
Participation in Recreational or School Activities	42
Wage Attachments and Garnishments	42
Medical Benefits	42
COBRA Benefits	42
Retirement Programs	43
<b>Employee Review, Evaluation, and Record Keeping</b>	<b>44</b>
Employee Reviews and Performance Evaluations	44
Performance Improvement Plans (PIP)	44
Personnel Files and Record Keeping Protocols	45
<b>Holidays, Vacations and Leaves</b>	<b>46</b>
Holidays	46
Holiday Pay	46
Personal Days	47
Vacation	47
Unpaid Leave of Absence	48
Sick Leave	49
Sick Leave Bank	49
Sabbatical Leave	50
Family Care and Medical Leave	52
Pregnancy Disability Leave	55
Industrial Injury Leave (Workers' Compensation)	58
Military and Military Spousal Leave of Absence	59
Drug and Alcohol Leave	59

Bereavement Leave	60
Reproductive Loss Leave	60
Jury Duty or Witness Leave	60
Voting Time Off	60
School Appearance and Activities Leave	61
Bone Marrow and Organ Donor Leave	61
Victims of Abuse Leave	61
Time Off for Adult Literacy Programs	62
Volunteer Firefighter, Reserve Peace Officer, & Emergency Rescue Personnel	63
Returning From Leave of Absence	63
<b>Discipline and Termination of Employment</b>	63
Rules of Conduct	63
Off-Duty Conduct	65
Release from At-Will Employment	66
<b>Internal Complaint Review</b>	68
Internal Complaints	68
External Complaints	69
<b>Amendments to Employee Handbook</b>	70
<b>Non-Discrimination Policy Contacts</b>	70
<b>APPENDIX A</b>	71
Harassment/Discrimination/Retaliation Complaint Form	
<b>APPENDIX B</b>	73
Internal Complaint Form	

# Acknowledgment of Receipt of Employee Handbook

**Employee Name** \_\_\_\_\_

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

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

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

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

# Welcome Letter

*From Alton B. Nelson Jr., Making Waves Academy CEO*

Dear Making Waves Academy Staff,

Making Waves Academy (“MWA”) is a WASC-accredited, 5th through 12th-grade public charter school and that is also a non-profit, tax exempt organization. The aim of Making Waves Academy is to work with and provide holistic support to historically underserved young people from Richmond and the surrounding community, and for these students to have access to a high- quality 5th-12th grade public education, go on to college, and become contributing members in their respective communities. The vision of MWA is for our students to graduate from four-year colleges, and other appropriately-challenging, post-secondary education and career pathway institutions, with minimal debt. We help students identify what they are passionate about, what their dreams for themselves are, and support them in aligning their career pathway pursuits, passions, and dreams with post-secondary education pathways and options.

Upon graduation from MWA, the College Advising Program (CAP) staff of coaches and administrators work with MWA graduates on their varied post-secondary pathways to provide financial and coaching support to students in meeting challenges that may arise. For over thirty years, Making Waves has successfully supported hundreds of hard-working students in colleges and universities throughout the country on the pathway to earning their degrees and certifications.

In order for the organization to be successful, and in order to develop and maintain a healthy, productive, and safe work environment, there are policies, procedures, and protocols that must be followed by all MWA employees. To this end, please find this detailed set of policies, procedures, and guidelines governing MWA employee expectations.

The MWA community, comprised of students, parents, staff, faculty, administration, and members of the Board of Directors, work to support the attainment of Wave-Maker goals of college graduation, realizing their goals for themselves, and “recycling their success” by giving back to their respective communities. Following and adhering to the policies and procedures of this Handbook helps to create a safe and supportive environment for the community of adults and students at MWA. Thank you.

Check out our school website for the latest [Making Waves Academy Impact Report](#).

# Mission, Vision, Values, History, and Program

## Objective

Our objective is to address the disparity in educational opportunity that exists between suburban and urban youths, and to improve the educational opportunities for students in the Richmond area.

## Mission

MWA commits to rigorously and holistically preparing students to gain acceptance to and graduate from college to ultimately become valuable contributors to the workforce and their communities.

## Vision of Impact

- Traditionally underserved students in Richmond and Contra Costa County
- 70% of our students will earn an appropriately challenging post-secondary degree, graduating with minimal college debt.

## Core Values



### Community

We combine our intellect and critical thinking to support each other and make healthy choices for ourselves and positive changes in our community.



### Resilience

We are agents of change, who, through hard work and perseverance, have the power to define ourselves and to control our destiny.



### Respect

We believe each person is valuable and we demonstrate respect by following our community norms.



### Responsibility

We have integrity; we are accountable for our decisions and actions and their impact on self and community.



### Scholarship

We are life-long learners who aspire to and achieve academic excellence.

## *Our History*

In 1989, John Scully, Managing Director of the investment firm, SPO Partners, had a vision. He shared this vision with fellow Branson School (a private school in Ross, CA) Board Member, the late Reverend Eugene Farlough, Pastor of the Sojourner Truth Presbyterian Church in Richmond, and together they created Making Waves, an organization that would support the healthy well-being, education and pre-career development of urban children. Mr. Scully's vision grew from his experiences and his observation of numerous public education systems in the state of California and throughout the nation. From these observations, he concluded that the disparity in equal educational opportunity between the "haves" and the "have-nots" in our society was increasing at an alarming rate. Mr. Scully also concluded that unless innovative programs were created to support and augment the efforts of certain public school systems, this circumstance would continue to worsen. He reasoned that this deteriorating condition was unacceptable because of its inevitable, undeniable outcome: millions of Americans lacking the skills required to provide an adequate quality of life for themselves, their families and the communities in which they reside. While Mr. Scully does not serve in any formal capacity at MWA, his role as Founder of Making Waves, his reasons for starting Making Waves, and his vision for serving this community informs our approach. Making Waves Academy opened its doors to its first students in 2007.

## *Our Program*

From our origins as an after-school tutoring and teaching program, we have evolved into a comprehensive, holistic, 5th-12 grade public charter school. Our tremendous success is predicated on a program that focuses on the whole child and provides an array of services: rigorous academic instruction, academic support, transportation, healthy meals, mental health counseling, college counseling, family support.

# Introduction to Handbook

The purpose of this Handbook is to summarize certain personnel policies and benefits of Making Waves Academy (“the School”) and to acquaint employees with some of the terms and conditions of employment with the School. Please read it carefully and keep it for future reference.

The School reserves the right to make changes to this handbook as detailed in the [Amendments Policy](#). Employees are responsible for knowing about and understanding those changes once they have been disseminated. The School also reserves the right to interpret the provisions of this handbook. For this reason, employees should check with the Human Resources department to obtain information regarding specific employment guidelines, practices, policies, or procedures.

Because employment at the School is "at will," employees should not interpret anything in this handbook as creating a contract or guarantee of continued employment.

This handbook is the property of the School, and is intended for the personal use and reference by employees of the School. Circulation of this handbook outside of the School requires the prior written approval of the Human Resources department.

# Conditions of Employment

## Equal Employment Opportunity Is Our Policy

The School is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunities to all qualified individuals without regard to their perceived or identified:

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

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

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources Office and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. The School then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the



job. The School will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

## Open Door Policy

The School has an Open-Door Policy that encourages employees to participate in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any other management representative with whom they feel comfortable. The School believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with their immediate supervisor, or with a supervisor or other management representative of their choice, as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although the School cannot guarantee that in each instance the employee will be satisfied with the result, the School will attempt in each instance to explain the result to the employee if the employee is not satisfied. The School will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate. No employee will be disciplined or otherwise penalized for raising a good-faith concern in a professional manner.

Employees who conclude that work-related concerns should be brought to the attention of the School by written complaint and formal investigation may avail themselves of the "Internal Complaint Review" procedure set forth in this Handbook.

## At-Will Employment

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

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

Each school year, the School conducts an annual intent-to-return process to determine which employees will return for the following school year. This process is integral to the School's hiring

season, ensuring we are fully staffed by the first day of school. Employees who are subject to disciplinary action or performance concerns identified through documented performance evaluation cycles may be considered for performance improvement plan (PIP) intervention or non-renewal of their at-will employment with the School. PIPs are not required, and MWA at its sole discretion shall determine whether to issue a PIP.

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

## Work Eligibility

In compliance with federal law, the School only employs United States citizens or other individuals who have the legal right to work in the United States. The School reserves the right to consider sponsoring applicants or employees for a visa depending on individual circumstances and operational needs, with practices subject to variation each school year.

On or before their first day of work, all employees must complete a Department of Homeland Security Form I-9 and provide proof of identity and eligibility to work in the United States. If proof of eligibility is not provided within three business days from the first day of work, the School may terminate their employment. If they have previously worked at the School within the last three years, employees do not need to submit a new Form I-9, unless the Form I-9 is no longer valid. Human Resources will confirm if a new Form I-9 is needed during the onboarding process.

## Rehire Eligibility

Consistent with the School's Equal Opportunity Employment Policy, the School shall afford equal employment and advancement opportunity to all qualified individuals without regard to race, color, gender, sex, national origin, age, sexual orientation, or any other protected class. Nevertheless, applicants previously employed with MWA may not be eligible for rehire should one (1) or more of the disqualifying reasons outlined below apply.

The School reserves the right to not rehire any former School employee for any lawful, non-discriminatory reason within its sole and unreviewable discretion. It is the policy of the School that applicants may be disqualified from rehire for certain reasons, including but not limited to one (1) or more of the following reasons:

- Involuntary separation from MWA (e.g., release from at-will employment, non-renewal, etc.) for any reason related to job performance or conduct;
- Any mid-year termination without good cause;
- Resignation in lieu of anticipated or planned termination without good cause;
- Resignation after February 28<sup>th</sup> in lieu of anticipated return for the next school year without good cause;
- Prior informal or formal record of job performance or conduct issues;
- Failure to clear a criminal background check;
- Failure to possess or maintain the credential/certificate required of a position at MWA; and

- Failure to fulfill immigration compliance requirements.

## Child Abuse and Neglect Reporting

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 he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

The School will provide annual training on the mandated reporting requirements, as required by law. 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 childcare custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

## Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, a serious or violent felony, or any condition that would prohibit employment in a public-school district (unless an applicable exception applies). The School will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. The School shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon further notification. Additionally, should an employee, during their employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or such a conviction to the Director of Human Resources.

## Tuberculosis Testing

On or before an employee's start date, all new employees of the School must submit written proof from a healthcare provider of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if

positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant. Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the HR office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

## Immigration Compliance

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

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

## Professional Boundaries: Staff/Student Interaction Policy

The 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:

**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.

**Examples of PROHIBITED actions (corporal punishment)**

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

**Acceptable and Unacceptable Staff/Student Behavior**

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

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

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

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

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

**Duty to Report Suspected Misconduct**

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school

administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

### **Examples of Specific Behaviors** -- THIS IS NOT AN EXHAUSTIVE LIST

#### **Unacceptable Staff/Student Behaviors (Violations of this Policy)**

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Meeting with students for a non-school purpose, or intentionally being alone with one (1) or more students away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- (k) Communicating with a student outside of school hours unless it is pertaining to specific classroom assignments or student club activity responsibilities.

#### **Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission**

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

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.
- (d) Communicating with a student outside of school hours unless it is pertaining to specific classroom assignments or student club activity responsibilities.
- (e) Communicating with students through non-school platforms. This means using personal cell phones or any non-school-issued platforms to interact with students. All communication shall be confined to designated school platforms unless approved by the Principal or designee.
- (f) Serving food or drinks (except water) in the classroom to students without prior approval from the Assistant Principal.

#### **Cautionary Staff/Student Behaviors**

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

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

#### **Acceptable and Recommended Staff/Student Behaviors**

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

## Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

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

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

The 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 Director of Human Resources or designee.

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

### **Prohibited Unlawful Harassment**

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

### **Prohibited Unlawful Sexual Harassment**

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

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

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

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



person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

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

Sexual harassment may include, but is not limited to:

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

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

## Whistleblower Policy

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

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

Please review the Internal Complaint Policy for the School's policies on complaint reporting. While employees are encouraged to first resolve any complaint with their immediate supervisor, formal written complaints may also be made to the Director of Human Resources.

## Anti-Nepotism Policy

The purpose of this policy is to maintain the highest level of integrity in all actions of the School by avoiding favoritism, the appearance of impropriety, and conflicts of interest often associated with nepotism. Nepotism is inconsistent with the School's policy of making decisions based solely on the School's mission, business needs, and any individual's qualifications, skills, ability and performance.

### **Definition of "Related Persons"**

The following relationships in employment create an inference of nepotism:

- Parent and child
- Siblings
- Grandparent and grandchild
- Aunt and/or uncle and niece and/or nephew
- First cousins
- Spouses and registered domestic partners
- Guardian and ward
- Any corresponding in-law, step, or adoptive relative, or anyone residing on a permanent basis in the home of a current School employee or student.

- Persons engaged in amorous relationships; an amorous relationship exists when two (2)
- persons voluntarily have a physical relationship or are engaged in a romantic courtship (e.g. dating or engaged) that may or may not have been consummated.

### **Employees**

Employees may not engage in a romantic relationship with an employee under their supervision. Further, romantic relations between employees are discouraged as they may negatively impact the workplace for the employees involved, and create a negative or potentially hostile, or otherwise unlawful environment for the School, other employees, and/or students.

### **Job Applicants**

As a family-friendly organization, the School does not discriminate against job applicants who are relatives of School employees. Such applicants may apply for employment in any department that is not under the supervision or control of a relative. A job applicant who is a relative of a School employee shall be subject to the same application requirements as all other candidates. The hiring process may not include the School employee relative. Screening and interviewing will be conducted by an impartial interview and hiring committee consisting of multiple members. In the event the applicant is selected for employment, the applicant shall not be hired for a position where one relative would be under the supervision or control of the other relative.

### **Employment Decisions**

No School employee (including administrators, certificated employees, and classified employees) or any volunteer may make, participate in, or attempt to influence the hiring, management, or other business decisions involving a relative, or pressure or cause others to do so. Therefore, there can be no direct reporting or supervisory relationship between relatives, and all employment decisions must be made by others.

If an employee is to be assigned to a position that is under the supervision or control of a relative who has or may have a direct effect on the individual's progress or performance, or an individual is to be assigned to a position with the same immediate supervisor as a relative, a management plan must be devised and approved by the head of the department, with final approval by a School Leader. A management plan is also required when an individual already assigned to a position becomes a relative of a supervisor, subordinate, or someone who works for the same immediate supervisor.

The purpose of the management plan is to outline supervision and evaluation procedures that will mitigate possible conflicts of interest. The management plan must address reporting relationships, supervision, and evaluation that will assure that there will be no decision-making based upon relationships between relatives in promotion, compensation, hours, or other conditions of employment.

Final approval of hiring recommendations and personnel actions is the exclusive right of a School Leader or their appointed representative.

### **Policy Violations**

Policy violations will not be tolerated and can subject the involved parties to adverse action, up to and

including discipline/termination.

## Drug and Alcohol-Free Workplace

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

Any employee, who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. The School will take all reasonable steps to assist an employee who requests time off to participate in a rehabilitation program. However, participation in a rehabilitation program may not shield the employee from disciplinary action for a violation of this policy, particularly if the policy violation occurred before the employee sought assistance. In the School's sole and absolute discretion, the School may choose not to discharge an employee for a violation of this policy if the employee satisfactorily completes a School-approved drug and/or alcohol rehabilitation program, and the School determines that the employee does not pose a safety risk to students, staff, or School property.

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

## Smoke-Free Workplace

All School buildings and facilities are non-smoking facilities. Smoking includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.

## Confidential Information

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Federal and state laws, including but not limited to the Family Education Rights and Privacy Act ("FERPA") require that student records and personally identifiable information must be treated with complete confidentiality. Employees will ensure that such confidential information is shared only with those authorized to use it.

Employees may access and/or modify only the confidential student records for which they have authorization to access and a legitimate purpose as a part of their job duties. Employees must also understand that a violation of FERPA or related misconduct may result in the restriction or revocation of access to School computers, discipline up to and including termination, and civil or criminal penalties.

## Political Neutrality

Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The School will not discriminate against any employee because of identification with and support of any lawful political activity. School employees are entitled to their own personal political position. The School will not discriminate against employees based on their lawful political activity engaged outside of work. If an employee is engaging in political activity, however, they should always make it clear that their actions and opinions are their own and not necessarily those of the School, and that they are not representing the School.

## Conflict of Interest

During work times, employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid business, financial or other interests or relationships that create an actual or potential conflict between their personal interests and the interests of the School. A conflict of interest exists when the employee's loyalties or actions are divided between the School's interests and those of another, such as a competitor, supplier, or client, or when the employee is in a position to influence a decision that may result in a personal gain for that employee or the employee's relative as a result of the School's business dealings. Both the fact and appearance of a conflict of interest should be avoided.

Employees may engage in outside employment, provided that they disclose such employment and get written approval from their immediate supervisor. Any outside employment or consulting relationship should not interfere with the employee's ability to satisfactorily perform their job duties.

Failure to adhere to this guideline, including failure to disclose any conflict of interest, may result in discipline, up to and including termination of employment.

## The Workplace

### Work Schedule

The School's standard operating hours are typically from 7:30 a.m. to 6:30 p.m., Monday through Friday. School mandatory work hours are 8:00 a.m. to 4:30 p.m. Employees may be requested to participate in school-related, administrative, or other activities as directed by the Principal, Chief Executive Officer or their delegate.

For nonexempt employees, the standard workday consists of eight (8) hours, and the standard work week consists of forty (40) hours. Exempt employees are expected to adhere to the School's work hours and commit additional time as needed to fulfill job responsibilities satisfactorily.

All regular employees working a minimum of thirty (30) hours per week are considered full-time and eligible for benefits.

On occasion, and subject to the supervisor's approval, employees may be permitted to work from home or telework (as an alternative work arrangement) in certain situations. All alternative work arrangements are made on a case-by-case basis, and should be discussed with the employee's supervisor and

Human Resources.

## Meal and Rest Periods

**Meal Periods for Employees Scheduled to Work More Than Five (5) Hours:** Employees scheduled to work more than five (5) hours per day shall be entitled to an uninterrupted meal period of at least thirty (30) minutes. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and the School mutually consent to the waiver in writing.

**Meal Periods Near the Middle of the Shift:** Making Waves Academy will make every reasonable effort to schedule the meal periods at or near the middle of the shift, unless mutually agreed otherwise. Meal periods shall be taken by no later than the 5<sup>th</sup> hour of work.

**Rest Periods.** Each Employee shall receive a ten (10) minute paid rest period during each four (4) hours of work approximately towards the middle of each four (4) hour work segment. Employees are prohibited from combining meal and rest time.

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

## Health and Safety Policy

MWA is committed to providing and maintaining a healthy and safe work environment for all employees.

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

The School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. A copy of the Program may be obtained from Human Resources.

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

## Visitors Policy

Partnership between Making Waves Academy, parents and families are essential to support student achievement. To promote family involvement, community building, and academic growth, Parents, Guardians and Educational Advocates are always welcome on campus, given that they adhere to the visitor policy.

Visitors who are not parents or guardians of currently enrolled students, including but not limited to former students, former employees, family members of current students and siblings who are not currently enrolled at Making Waves Academy are required to adhere to the following procedures:

**All campus visitors must have the prior consent and approval of the school leader or their designee.**

- Visitors may request school leader consent through the front office (510-262-1511).

- The request should include the purpose of the visit, dates and times of the visit, and the specific classroom or student being observed. If the purpose of the visit is not essential, the request to visit during school hours may be declined.
- Immediately upon arriving on campus, all visitors must check in at the front office to
- sign in and obtain a visitor's pass.
- All visitors must wear a visitor's pass in a visible place throughout the duration of their stay on campus.
- All visitors must sign out upon the completion of their visit and return their visitor's badge.

### **Visitor Conduct While on Campus**

To maintain a safe and productive learning environment for students and staff, we request that visitors adhere to the following:

1. Enter and leave the classroom as quietly as possible.
2. Do not converse with students or teachers during the visit.
3. Keep the length and frequency of classroom visits reasonable, based on the activity being observed.

### **Administrator's Authority**

Adults and minors over 16 years of age who enter Making Waves Academy and fail to adhere to the visitor policy or who defy the director/designee's authority may be reported to the appropriate police agency and may be subject to criminal charges.

### **Parent Rights**

1. Parents have the right to observe classrooms in which their child is enrolled after making a request in advance, within a reasonable timeframe.
2. Parents have the right to request a meeting with a classroom teacher, a school leader or their designee after observing their student.

### **Parents do not have the right to:**

1. Willfully interfere with the discipline, order or conduct in any classroom or activity with the intent to disrupt, obstruct, or inflict damage to property or bodily injury to any person.
2. Disrupt class work, extracurricular activities or cause disorder in a place where a school employee is required to perform their duties.

## **Accommodation**

### **Lactation Accommodation**

The 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.

The 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 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 and/or Human Resources to request accommodations.

### **Service Animal Accommodation**

The School prohibits bringing a pet (a domestic animal kept for pleasure or companionship) to work or having a pet in the School's controlled buildings and premises, with the exception of service animals providing reasonable accommodations for a person with disabilities. Prior to bringing a service animal to work, employees who wish to bring a service animal to work must contact Human Resources at [humanresources@mwacademy.org](mailto:humanresources@mwacademy.org) to conduct the ADA interactive process to determine if the accommodation request is reasonable and necessary under the circumstances. Employees will be required to provide medical substantiation of their need for a service animal.

### **Other Accommodations**

The School facilitates requests through an interactive process for accommodations. In the case of exempt employees, if a request entails a permanent or consistent change to their schedule, the School reserves the right to adjust the employee's salaried compensation accordingly, as permitted by law. Any reductions in schedule for exempt employees may also be subject to reclassification by the Human Resources department.

## **Attendance and Punctuality**

All exempt and nonexempt employees are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning. 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 it is necessary to be absent or late, employees are expected to telephone the Supervisor as soon as possible but no later than one hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Supervisor sufficiently informed of the situation. All employees with prescheduled appointments are expected to notify the Supervisor at least two (2) weeks in advance or as soon as possible as to the date and time, with consideration to scheduling that is the least disruptive to students' learning and school operations. In some circumstances, an employee may be required to provide verification of or documentation for your absence.

More than three (3) instances of non-illness related tardiness by any employee during the current school year are considered excessive. Any unexcused absence is considered excessive.

Campus Supervisors are required to provide a two (2) hour notice of any absence. If an employee desires to leave work early for any reason during the workday, the employee must obtain the approval of their supervisor prior to leaving.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. An employee's failure to report an absence or absences for more than three (3) consecutive days without notifying their supervisor will be considered a voluntary resignation from employment.



## Timesheets/ Timekeeping Records

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

Exempt employee timesheets auto-populate, so daily clock-in is not required. Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. While exempt employees are not required to complete timesheets, they must keep the School apprised of their presence on campus and report any early departures or tardiness, including for scheduled appointments. All nonexempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. Both exempt and nonexempt employees are required to keep the supervisor advised of their departures from and returns to the school premises during the workday. Scheduled meetings should not infringe upon designated meal breaks for nonexempt employees.

All employees are solely responsible for ensuring accurate information on their timesheets and remembering to record time worked. For this reason, employees must be sure to double check the accuracy of their timesheets. If an employee forgets to mark their timesheet or makes an error on the timesheet, the employee must submit a change request in the timesheet system for their supervisor's review and approval. Once the requests are approved the change will reflect on the timesheet. If an employee fails to complete and submit a timesheet by the payroll schedule submission deadline, it may result in a delay of payment for the pay period.

All timesheets are approved and submitted to payroll by the managers. It is the manager's responsibility to ensure that all timesheets and change requests are accurately reviewed and approved by the payroll schedule approval deadline. This responsibility also includes attention to the accuracy of overtime hours for nonexempt employees that may be outside of their standard work schedule. If a manager fails to approve any timesheets or change requests by the deadline, it may result in a delay of payment for the pay period.

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

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

## Use of Email, Voicemail, Internet Access & Devices

The School provides various technology resources to authorized employees to assist them in performing their job duties for the School. Each employee has a responsibility to use the School's Technology Resources in a manner that increases productivity, enhances the School's public image, and is respectful of other employees. Incidental personal use by a covered individual of Making Waves Academy networks, MWA's computing systems/devices, or electronic media that is limited in frequency and scope is permitted so long as the use does not:

- Interfere with any employee's ability to do their work or the work of any other person authorized by MWA to perform work on behalf of MWA;
- Adversely affect the operation of MWA's network or computing systems/devices (e.g., causes degradation of response time) by introducing risks such as viruses into the computing environment;
- Result in any additional costs to MWA
- Violate any MWA policies

Failure to follow the School's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment. Moreover, the School reserves the right to advise appropriate legal authorities of any violation of law by an employee. School employees are reminded that, in addition to the requirements of this policy, all usage of Technology Resources is also subject to School's "School Property; Proprietary, Confidential, and Personal Information" policy. Any individual who uses MWA Internet services must expect that their access and use of such services may be logged and summaries can be provided to leadership as appropriate.

### **Technology Resources Definition**

Technology resources consist of all electronic devices, software, and means of electronic communication, including any of the following: accessing MWA data while using personal devices such as , cellphones, tablets (i.e. ipads, etc.) or desktop computers; laptop computers; mini and mainframe computers; computer hardware such as disk drives, flash drives, external hard drives, SD or memory cards, tape drives or any external storage devices; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; Internet-based or "cloud-based" applications, storage and services provided by the school or accessed on a computing device provided by the school; electronic mail; telephones; mobile phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

The School monitors both the amount of time spent using online services and the sites visited by individual employees. The School reserves the right to limit such access by any means available to it, including revoking access altogether. Deleting or erasing information, documents, or messages maintained on the School's Technology Resources is, in most cases, ineffective. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential.

No employee may load any software on the School's computers, by any means of transmission, unless authorized in writing in advance by the Technology Department and thoroughly scanned for viruses or other malware prior to installation. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put.

The School has installed a variety of programs and devices to ensure the safety and security of the School's technology resources. Any employee found tampering with or disabling any of the School's security devices will be subject to discipline up to and including termination.

The School will permit employees to use its technology resources, subject to the following:

1. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs,

racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.

2. School staff will not enter an employee's personal email files or voicemail unless there is a business need. The School retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
3. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's school-issued email account.
4. School staff will refrain from writing, copying, executing, or attempting to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of or access to any MWA information, MWA-owned computing systems/devices, or non-MWA-owned computing systems/devices connecting to the MWA network, or storing, receiving, transmitting, or displaying MWA information.
5. School staff will refrain from using or disclosing MWA information to conduct fraudulent, malicious, harassing or illegal activity, or using MWA computing systems/devices or electronic media to conduct fraudulent, malicious, harassing, or illegal activity.
6. School staff will refrain from using any MWA information, computing system/device, or electronic media to defame, libel, abuse, harass, or portray in a false light, MWA or any of its business partners, affiliates, students, or employees.
7. School staff will refrain from retaining information in an electronic format on a non-MWA owned computing system/device, or electronic media.

Electronic information created by or on behalf of MWA for the purpose of doing MWA business, whether using MWA-owned or non-MWA-owned computing systems/devices, is the property of Making Waves Academy. MWA reserves the right of access, as permitted or required by law, to MWA information on non-MWA-owned computing systems/devices, including backup files, cloud storage accounts and archives. The unauthorized transmission or dissemination of the School's information, programs, passwords, or other property of the School, to a personal account is not permitted.

### **School-Owned Mobile Phones**

At the sole discretion of the School, employees may be assigned a mobile phone for use in the performance of their job duties. Use of a school mobile phone is a privilege that may be revoked at any time for inappropriate conduct. Any abuse of these policies may result in revocation of cellular access, notification to school management, and disciplinary action. All equipment will be returned to the HR Department upon leaving employment.

Employees must realize that although personal use of data plans may not result in additional charges, they do count toward the overall limits established under the service agreement. It is expected that the plan chosen will provide adequate coverage for all normal business needs and any overage or other charges realized by the employee for personal use shall be the responsibility of the employee.

The MWA IT Department will maintain an inventory of all school owned mobile devices. Mobile devices will be replaced as needed to ensure proper operation. If an employee is eligible to receive a school mobile phone, they must use a number assigned by the school. Employees are not allowed to port over

their personal number to a school owned phone.

Mobile devices that are damaged should be brought to the IT Department, who will contact the vendor for replacement or repair. Lost or stolen equipment should be reported immediately to the IT Department so that service can be canceled. The cost of replacing damaged, lost, or stolen mobile devices will be the responsibility of the employee.

To request a mobile phone, the employee's supervisor must complete an IT help desk ticket via Solarwinds to the HR Department. HR will then review and submit it to the IT Department. Please allow for up to two weeks from the date the form is submitted until the phone is delivered to the employee.

It is the responsibility of each supervisor who requests a mobile phone for an employee to inform the employee of this policy and to follow appropriate procedures. At the time the Mobile Phone Request Form is fulfilled, the employee receiving the phone will be asked to sign an acknowledgement form regarding MWA mobile phone policies and procedures.

### **School-Owned Technology Security Compliance**

Each employee provided with a laptop by the School is responsible for the physical security of the device. All laptops acquired for or on behalf of the School are deemed company property.

All employees must take the following actions to ensure the physical security of MWA laptops:

- When not in use, the laptop must be locked with a password and caution taken when entering any company passwords on the laptop.
- Store the laptop in a locked cabinet or desk when not in use.
- Do not leave your laptop in your vehicle. If it is necessary to leave the laptop in your vehicle for a very short period of time, the laptop must be locked in the trunk of the vehicle.
- When using the laptop in public areas, do not leave the laptop unattended for any length of time.

During travel:

- If you can do without the device, do not take it.
- Do not pack your laptop in checked luggage.
- Attach a name tag or business card to your laptop to easily identify it during security checks or if lost.
- Store the laptop in a hotel room safe or locked suitcase when you are not in the room.

### **Policy Violations**

Failure to follow the School's policies regarding Technology Resources may lead to disciplinary action, up to and including termination of employment. If an employee's laptop is stolen due to gross negligence or during off-duty activities, the employee may be responsible for the cost of replacing the laptop.

## Bring Your Own Device (BYOD)

BYOD is the use of a personal computing device (computer, tablet, phone, etc.) for work or business-related activities on campus. Making Waves Academy **does not allow** employees to use personal laptops or tablets on the campus network (wired or Wi-Fi).

Making Waves Academy **does allow** staff and students to bring personal cell phones to campus and to connect to the guest Wi-Fi network only. The list of personal devices that are **not allowed** to operate on MWA's network include but are not limited to: portable computers, e.g., laptops, notebooks, netbooks, or any type of tablet computer e.g., iPad or similar device. Personal portable storage media, e.g., USB storage devices, flash memory cards, or other similar devices. If an employee elects to use their personal cell phone, the MWA IT Team does not provide technical support for personal computing devices.

Staff and students **are allowed** to access MWA Google Workspace applications, i.e., Gmail, from their personal cell phones on and off campus as long as they accept and install MWA's Google device policy. When the policy is accepted and installed on a device, it gives MWA the ability to wipe data owned by MWA and to remove access to MWA Google applications from the device.

MWA prohibits employees, faculty, and staff from using personal laptops and tablets on the campus network in order to help prevent cyber security attacks and other unauthorized access to data through devices that are not monitored by MWA IT security measures.

MWA provides staff, faculty, and students with the technology resources, including laptops, required to support their work and instruction. MWA also employs security controls and systems to help protect and secure data and technology resources, including but not limited to software updates, virus protection, device encryption, and other measures. Personal devices are not necessary to access MWA work related or instructional resources and may not include adequate security controls. For this reason, MWA only allows laptops and tablets, as well as data storage media, provisioned by the MWA IT Team, to connect to its systems while on campus.

By acknowledging this policy, employees accept the following risks, liabilities, and disclaimers:

- At no time does MWA accept liability for the maintenance, backup, or loss of data on a personal device nor personal data.
- At no time does the MWA accept liability for the security of the personal device when accessing the academy's networks.
- Should an employee violate this policy, the personally owned computing device is subject to search and investigation pertaining to legal or security investigations.
- No employee should expect a guarantee of privacy in communications over the Internet and the Making Wave Academy network.
- Violations of this Policy may be discovered by routine maintenance and monitoring of Making Waves Academy electronic communication systems and network.
- The employee consents to Making Wave Academy monitoring, accessing, investigating, preserving, use, and/or disclose any electronic communications that utilize MWA's networks in any way, including data, voicemail, telephone logs, Internet use, network traffic, etc., to the extent permitted by law.
- Making Wave Academy reserves the right to review, retain or release personal and MWA-related data on a personal computing device to government agencies or third parties during an investigation or litigation.

## **Systems and Data Security**

You should not delete, destroy or modify existing systems, programs, information or data (except as authorized in the proper performance of your duties).

You must not download or install software from external sources without authorization from the IT Team. This includes software programs, instant messaging programs, screensavers, photos, video clips and music files. Incoming files and data should always be virus-checked before they are downloaded. If in doubt, staff should seek advice from the IT Team.

You must not attach any device or equipment to our systems without authorization from the IT Team. This includes any form of removable media, such as USB flash drive, media player, tablet, smartphone or other similar device.

We monitor all emails passing through our system for viruses. You should exercise particular caution when opening unsolicited emails from unknown sources or an email which appears suspicious (for example, if it contains a file whose name ends in .exe). You must Inform the IT Team immediately if you suspect your computer has a virus or you believe that you have inadvertently downloaded a malicious file. We reserve the right to delete or block access to emails or attachments in the interests of security. We also reserve the right not to transmit any email message that we suspect contains malware.

You should not attempt to gain access to restricted areas of the network, or to any password-protected information, except as authorized in the proper performance of your duties.

You must be particularly vigilant if you use our IT equipment outside the workplace and take such precautions as we may require from time to time against importing viruses or compromising system security. The system contains information which is confidential and/or subject to data protection legislation.

## **Personal Business**

Employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the office, and to keep cell phone use confined to breaks and meal periods. Personal conversations on cell phones should be conducted away from areas where other employees are working. Personal cell phones should not be accessible to students at any time.

The School's facilities for handling mail are designed to accommodate School business. Employees should have personal mail directed to their home address. Do not use School material, time or equipment for personal projects.

## **Personal Property**

The employee is responsible for the use and safeguarding of his or her personal property. The School is not responsible for damage or loss of personal property, nor is personal property covered by the School's insurance. Under the school's Personal Business policy, the school is not responsible for personal packages delivered to School facilities.

## **Social Media**

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

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

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

## Personal Appearance/Standards of Dress

MWA employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

1. Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in dresses or skirts that are no higher than three (3) inches above the knee.
2. Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Director of Human Resources.
3. Slacks and shorts\* are to be worn on the waist with no portion of an undergarment showing. Jeans and leggings are not permitted. Shorts\* should be modest in length and should be no higher than three (3) inches above the knee.
4. Skirts and dresses should be no higher than three (3) inches above the knee.
5. All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
6. For safety purposes, earrings must not dangle more than one (1) inch below the ear.
7. Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
8. Appropriate and business professional closed-toed shoes. Sneakers are prohibited unless it is

required to safely conduct their job duties.

The Principal can identify possible dates for “casual dress” days for school staff where jeans might be permissible to be worn. \*Health and Wellness teachers and coaches should wear appropriate athletic attire necessary to meet the requirements of their job responsibilities, which can include shorts, athletic shoes, or hats.

MWA is a fragrance-free workplace. Employees are prohibited from wearing natural or artificial fragrances that could be distracting or annoying to others. Scented personal products (such as fragrances, colognes, scented aftershave lotions, fragrant hair products, and powders) that are perceptible to others should not be worn in the workplace by employees. Other scented products (candles, potpourri and similar items) are also not permitted in the workplace. This policy does not apply to deodorant and antiperspirant, however, MWA does ask that employees be mindful of this policy when selecting such products to wear into work. Employees required by medical necessity to use medicinal lotions or skin creams that contain odors perceptible to others may request an exception from their supervisor, manager or the Human Resources department. Any employee with a concern about scents or odors should contact their manager or the Human Resources department.

## Children in the Workplace

MWA values family and work/life balance. MWA also believes in fostering an environment that is conducive to the important work of the MWA without outside distractions and without exposing MWA to unnecessary liability.

In order to promote respect for the needs of all parties who would be impacted by the presence of non-student minor children anywhere on campus during working hours, MWA employees shall not use the workplace as a substitute for child care for a non-student minor child. This policy applies to all working hours for any employee including, but not limited to, those outside traditional operating or MWA hours.

For purposes of this policy, the term “non-student minor child” means a child under eighteen (18) years old who is not enrolled in classes at MWA and is the legal responsibility of the employee at that time, regardless of biological relationship.

MWA recognizes that there may be extenuating circumstances in which it may be appropriate for a non-student minor child to accompany an employee to work for a short period of time. Such circumstances may include:

- Introducing colleagues to a newborn baby, newly adopted child, or visiting child;
- Breastfeeding a baby consistent with MWA policy;
- For emergency exceptions that are pre-approved by the CEO or his designee.

The MWA reserves the right to deny an employee’s request to bring a non-student minor child to campus for any reason, in which case the employee will not be permitted to bring the child on campus. During an extenuating situation when a non-student minor child accompanies an employee to work, the employee shall be responsible for the child and must supervise the child at all times. Employees may not leave the child unattended, unsupervised, or under the supervision of another employee or a student, and the employee remains responsible for the safety of the child while the child is on MWA premises. The employee shall ensure that the non-student minor child’s presence does not disrupt the employee’s work or interfere with the workplace or classroom activities of others. The employee shall ensure that the non-student minor child does not operate any MWA equipment including, but not limited to, copiers, computers or telephones while on the campus or work site. An employee shall not bring a



non- student minor child into any meeting with other employees, parents, or students.

Under no circumstances may a non-student minor child engage in any activity that could be interpreted to be work for MWA. Under no circumstances may a non-student minor child attend class and participate as a student, with students, or as a volunteer.

By bringing a non-student minor child onto campus or another workspace, the employee indemnifies MWA, its board, directors, and employees from any liability relating to damages, injury or death of the non-student minor child, and for any damages, injury or death caused or contributed to by the non-student minor child.

Employees with child care issues are encouraged to use the Employee Assistance Program (“EAP”) as a resource, by contacting MWA for healthcare provider information. The healthcare provider can assist employees with selecting child care facilities and/or provide a list of community resources that may be contacted for additional information and assistance. Counselors with the EAP are also available to provide employees with support in the resolution of personal matters.

## Health, Safety, and Security Protocols

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted a Comprehensive School Safety Plan (CCSP) designed to protect the health and safety of all personnel. The School maintains an Injury and Illness Prevention Program, which is kept by the Director of School Operations and is available for your review.

You are required to know and comply with the School’s general safety rules and to follow safe and healthy work practices at all times. You are required to immediately report to your supervisor any potential health or safety hazards and all injuries or accidents. When feasible, an employee shall notify the employer of emergency conditions requiring an employee to leave or refuse to report to the workplace or worksite prior to leaving or refusing to report to work. When prior notice is not feasible, the employee shall notify the employer of the emergency condition after leaving or refusing to report as soon as possible.

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

Be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas. Report any suspicious persons or activities to security personnel or to your supervisor. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your workstation that may be accessible. You should immediately notify your supervisor when keys are missing or if security access codes, identification materials, or passes have been breached. The security of the facilities, as well as the welfare of our employees, depends upon the alertness and sensitivity of every individual.

## Occupational Safety

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

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

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. The School’s management is required to provide safe and

healthy working conditions for all employees and to establish and require the use of safe practices at all times.

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

## Accident/Incident Reporting

It is the duty of every employee to report any accident or injury occurring during work or on School premises to their supervisor and the Human Resources department immediately or within 24 hours so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

## Reporting Fires and Emergencies

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

## Telework Policy and Procedures

Teleworking allows employees to work at home, on the road or in a satellite location for all or part of their workweek. The School considers teleworking to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Teleworking may be appropriate for some employees and jobs but not for others, depending on the circumstances. Teleworking is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with the School.

### Procedures

Teleworking can be informal, such as working from home for a short-term project or on the road during school closures, business travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest teleworking as a possible work arrangement.

Any teleworking arrangement made will be on an interim basis and may be discontinued at will and at any time at the request of the School.

### Eligibility

Temporary teleworking arrangements may be approved for circumstances such as mandatory campus closures, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

All informal teleworking arrangements are made on a case-by-case basis, focusing first on the business needs of the School.

Before entering into any teleworking agreement, the School, will evaluate the suitability of such an arrangement, reviewing the following areas:

**Salary, Job Responsibilities, Benefits** – Salary, job responsibilities, and benefits will not change because of involvement in the program, except as they might have changed had Employee stayed in the office full-time, e.g., regular salary reviews will occur as scheduled, and Employee will be entitled to any company-wide benefits changes that may be implemented. Employees agree to comply with all existing job requirements.

**Work Schedule** – The daily work schedule for the days when working at home is subject to negotiation with and approval by the Employee's supervisor. The supervisor may require that employees work certain “core hours” and be accessible by telephone during those hours. Employees agree to remain available during designated school days.

**Work Hours, Overtime** – Work hours are not expected to change during the program. In the event that *overtime is anticipated for nonexempt employees*, this must be discussed and approved in advance with the supervisor, just as any overtime scheduling would normally have to be approved.

**Equipment** – MWA may provide the necessary computer, software, and other equipment needed for teleworking. All of these items remain the property of the company and must be returned to the company upon request. The computer, software, and any other equipment or supplies provided by MWA are provided for use on company assignments. Other household members or anyone else should not use the equipment and software. Company-owned software may not be duplicated except as formally authorized. MWA will be responsible for insurance and maintenance of all company-provided materials.

**Expense Reimbursement** -- MWA will reimburse employees for monies necessarily expended directly related to performing their duties such as: a reasonable percentage of a cell phone and/or internet bill.

INTERNET REIMBURSEMENT: The School shall reimburse an employee's costs for internet at \$[50] per month, based upon a reasonable percentage of work-related use.

OFFICE SUPPLIES: Office supplies will be provided by MWA as needed. Employee's out- of-pocket expenses for other supplies will not be reimbursed without prior approval of the Employee's supervisor.

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

**Workspace** – Employee agrees to designate a workspace within Employee's remote work location for placement and installation of equipment to be used while teleworking. Employees agree to maintain this workspace in a safe condition, free from hazards and other dangers to

Employee and equipment. The telework space is considered an extension of the School's worksite. Employees will have the same responsibility for safe practices, accident prevention, and accident/injury reporting as in the regular worksite. In case of injury, accident, theft, loss, or tort liability related to telework, the employee must immediately report the event to their supervisor and allow the School or its authorized agent to investigate and/or inspect the telework site as needed. The employee shall not use the workplace/telework arrangement as a substitute for child care.

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

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will.

**Professional Boundaries: Staff/Student Interaction** – Employee agrees to maintain appropriate levels of professionalism when interacting remotely with students and/or student's family members in full compliance with the School's "[Professional Boundaries: Staff/Student Interaction](#)" policy.

**Personal Appearance/Standards of Dress** – Employee agrees to maintain professional standards of dress and grooming. In accordance with the handbook, employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process.

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

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

**Termination of Agreement** – Teleworking is available to eligible employees, at MWA's sole discretion. Teleworking is not an employee benefit intended to be available to the organization on a permanent basis. As such, no employee is entitled to, or guaranteed the opportunity to, telework. MWA can terminate the program, with or without cause, upon reasonable notice, in writing, to the other party. This Agreement is not a contract of employment and may not be construed as such. All telework assignments shall be subject to termination upon resumption of regular onsite duties at the School following a campus closure.

*Employees remain obligated to comply with all of MWA's policies, practices, instructions and this Agreement. Employee understands that violation of any of the above may result in preclusion from*

*teleworking and/or other disciplinary action including and up to termination.*

## Employee Wages and Health Benefits

### Definition of Good Standing

An employee in good standing is regarded as having complied with all of their explicit obligations, while not being subject to any form of sanction, suspension or disciplinary censure. Performance evaluation scores of Proficient or better are required for the most recent fiscal year, and the employee is not currently on a Performance Improvement Plan.

### Payroll Withholdings

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

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

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

Employees may change the number of withholding allowances claimed for Federal or State Income Tax purposes at any time by filling out a new W-4 and DE-4 form and submitting it to the Human Resources office.

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

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

### Exempt Employee Pay

An exempt employee will receive an amount equal to the daily salary if they work any portion of a scheduled work day, regardless of the number of hours worked, subject to the deductions permitted by law. Exempt employees are paid a predetermined salary for performance of their duties and are not paid based on actual hours worked. Therefore, their salary generally is not impacted if they are away

from the work place for part of a day. *However, any employee who works less than a full day must obtain prior approval from their manager.*

## Paydays

Paydays are scheduled bi-weekly, 26 times per year, for staff and faculty. If an employee observes any error in their check, it should be reported immediately to the payroll office.

## Overtime Pay

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

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

Employees in exempt, full-time or part-time jobs are not eligible to be paid hour-for-hour for additional hours worked in excess of their regular schedule. They are paid on the basis of an established annual or monthly salary. Exempt employees may have to work hours beyond their normal schedules as work demands require, for which no additional compensation or time off is owed or paid.

## Make-Up Time

Nonexempt employees may request in writing that they be able to make up work time that is, or would be, lost as a result of a personal obligation. The hours of that make up work may only be performed in the same work week in which the work time was lost and must not exceed eleven (11) hours of work in one day or forty (40) hours of work in one (1) week and as a result will not be paid overtime for performing make up work. The employee shall provide a written request for each occasion that he or she makes a request to make up work time to their direct Supervisor, and authorization is at the option of the School. Managers and supervisors shall not solicit nor otherwise encourage employees to make up lost work time. Make up time is not encouraged.

## Other Types of Pay

Reporting Time Pay — A nonexempt employee who reports to work at the School's request, whether for a regularly scheduled shift or otherwise, but is not put to work or is given less than half the usual or

scheduled day's work will be paid a minimum of one-half (1/2) of the hours the employee was scheduled to work, but in no event less than two (2) or more than four (4) hours at the employee's regular straight-time rate, unless the reasons for lack of work are beyond the School's control. Reporting time hours are not counted as "hours worked" for overtime purposes unless work is actually performed. For example, if an employee who is scheduled to work an eight (8)-hour shift is sent home after three (3) hours, the employee will receive four (4) hours' pay for that day, but the fourth hour of reporting time pay will not be treated as time worked for overtime purposes.

**Callback Pay** — A nonexempt employee who is called back to work for a second work period in a workday and is furnished with less than two (2) hours' work will be paid a minimum of two (2) hours' pay at the employee's regular rate of pay for the second work period, unless the reasons for lack of work are beyond the School's control.

## Travel Reimbursement

The School reimburses employees for business expenses incurred in the direct discharge of their duties when approved in advance by a supervisor and/or Budget Director. The employee is responsible for securing proper authorization for travel, and is required to prepare a claim which shows in detail all expenditures incurred. Receipts for expenses incurred are required and shall be attached to the claim with the employee's signature certifying that all the amounts were actual and necessary.

*Meal limitations:* Reimbursement may be subject to limitation for meals, lodging, and airfare. The Business Services Department can provide the most up-to-date information on per-diem allowances for meals. Vehicle rental costs may be reimbursed if deemed necessary and approved by the employee's supervisor in advance.

*Field Trips/Local Travel:* Mileage reimbursement is made at the IRS standard rate for approved use of personal vehicles.

*Authorized Drivers:* Employees who are required to drive a School vehicle or their own vehicles on School business will be required to show proof of current valid driver's licenses, registration as well as current effective insurance coverage before the first day of employment. Please contact the Human Resources Department for additional information and Authorized Drivers forms.

The School participates in a system that regularly checks State Department of Motor Vehicles (DMV) records of all employees who drive as part of their job function.

The School retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the School's policy if driving is a part of that employee's job functions.

## Commuter Benefits

The School offers commuter benefits under the Bay Area Commuter Benefit program. The purpose of the program is to provide tax saving benefits to employees who have commuting expenses. All employees regularly working twenty (20) hours a week or more are eligible and encouraged to participate. For more information regarding the program or enrollment please contact the Human Resources department.

## Temporary Cost of Living Adjustment Program (TCOLA)

MWA intends to provide every eligible full-time employee a stipend of \$500.00 per pay period (\$12,000.00 gross per year over 24 pay periods) from August through June (no COLA is paid during the month of July). ***The program is temporary in nature and as such is at the sole discretion of MWA and contingent upon projected funding. At any point in time, and without prior notice, MWA can modify, or cancel the program.*** Details include:

- TCOLA is not a change in base wages or salary.
- TCOLA is apportioned through the regular pay periods, during which employment is held.
- TCOLA will only be paid out for the current pay period upon termination.
- Eligibility requires that a full-time employee must be in good standing with MWA.
- TCOLA is not eligible for the 403(b) or the CalSTRS employer match.

## Temporary Salary Increase Guidelines

The purpose of this guideline is to ensure fair and consistent application of temporary salary changes for employees. A supervisor must consult with Human Resources before establishing payment or committing to pay an employee for additional duties. This communication must occur prior to any communication with the employee.

An employee may be eligible for a temporary salary increase under the following conditions:

- The employee is appointed as interim Dean, Director or Department Lead;
- The employee is serving in an acting capacity for a period of time exceeding one month;
- The employee is assuming higher level/salary grade duties in addition to their own responsibilities on a temporary basis when that service is expected to exceed a period of one month due to the absence of a co-worker or supervisor for up to six (6) months.
- The recently promoted employee is assuming duties in addition to their new responsibilities due to a position vacancy.

An employee is not eligible for a temporary salary increase under the following conditions:

- The employee is serving in an acting capacity for a period of less than one (1) month;
- The employee assumes responsibilities for a subordinate;
- The employee's workload significantly increases and/or additional duties are assumed outside the scope of the current position but within the same salary classification;
- The employee is serving in a position when their current salary meets or exceeds that of the vacant position.



An employee may be eligible for a lump sum payment under the following conditions:

- The employee's workload significantly increases and/or additional duties are assumed outside the scope of the current position but within the same salary classification;
- The employee is serving in a position when their current salary meets or exceeds that of the vacant position;
- The employee is participating in special projects or committee work that does not fall under the normal scope of their duties.

## Participation in Recreational or School Activities

Employees may participate as volunteers or chaperones in activities sponsored or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk, and the School disclaims any and all liability arising from the employee's participation in these off-duty and voluntary activities. Employees must sign a waiver acknowledging their voluntary participation in these activities and releasing the School from any liability associated with such participation.

## Wage Attachments and Garnishments

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

## Medical Benefits

All full-time employees, whether exempt or non-exempt, can participate in the School's benefits program, which includes medical, dental, vision, employee assistance, acupuncture/chiropractic plans, etc. This coverage starts on the first day of the month following the date of hire. Enrollment prior to the effective date is highly recommended.

### **Eligibility**

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

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

## COBRA Benefits

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

Medical coverage for an employee, their spouse, and eligible dependent children can continue for up to

eighteen (18) months if coverage ends because:

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

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

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

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

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

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

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

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

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

## Retirement Programs

The School provides a 403(b) Retirement Plan for all employees. Employees may contribute their own amounts to the plan at any time. The employer will match non-instructional staff contributions on the following schedule: after six (6) months of service three percent (3%); after three (3) years of service four percent (4%); after five (5) years of service five percent (5%) and after ten (10) years of service six

percent (6%). Contributions are fully vested at the time they are made.

For instructional staff the School participates in CalSTRS which has the following mandatory matching program:

Fiscal Year Creditable Service Performed In	Member Contribution Rate CalSTRS 2% at 60	Member Contribution Rate CalSTRS 2% at 62	Employer Contribution Rate
2018-19	10.25%	10.205%	16.28%
2019-20	10.25%	10.205%	17.10%
2020-21	10.25%	10.205%	18.40%
2022-23	10.25%	10.205%	19.10%
2023-24	10.25%	10.205%	19.10%
2024-25	TBD	TBD	TBD

If employees have any questions about the retirement programs they should consult with Human Resources.

## Employee Review, Evaluation, and Record Keeping

### Employee Reviews and Performance Evaluations

Each employee will receive periodic performance reviews conducted by the Supervisor. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. The School's evaluation system will in no way alter the at-will employment relationship. Newly hired employees may have their performance reviewed by their supervisor within the first 60-180 days of employment.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Job performance can be considered for salary changes and/or advancement opportunities. After the review, an employee 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.

### Performance Improvement Plans (PIP)

A Performance Improvement Plan (PIP) is a tool to give an employee with performance deficiencies the opportunity to succeed. It may be used to address failure to meet specific job duties and/or goals, or to ameliorate behavior-related concerns. PIPs are not required, and MWA in its sole discretion shall determine whether to issue a PIP. *This policy shall not alter the at-will relationship between employees and the School.*

Whether an employee is entitled or required to be placed on a PIP is at the discretion of the employee's supervisors and the School. Employee PIPs are tailored to the needs of the employee. Outcomes may vary, including improvement in overall performance; the recognition of a skills or training gap; or possible employment actions such as a transfer, demotion or termination. Human Resources will work with the supervisor to ensure a PIP is the appropriate action for the situation, and will participate in meetings between the employee and supervisor to discuss placement on a PIP.

A standard form and format will be used for all PIPs. The PIP may also be supported by other written materials, as needed. Management reserves the right to place an employee on a PIP at any time during the course of employment, with or without notice. If an employee is unsuccessful or unable to commit to the PIP process, MWA will determine whether termination, demotion, discipline, or another appropriate employment action should be taken.

## **Personnel Files and Record Keeping Protocols**

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

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

Employees also have the right to obtain the pay scale for the position in which the employee is currently employed, upon request.

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

# Holidays, Vacations and Leaves

## Holidays

The School calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Cesar Chavez's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day
- New Year's Eve

Holidays falling on Saturdays will normally be observed on the preceding Friday. Holidays falling on Sundays will normally be observed on the following Monday. A holiday that falls within vacation or sick leave is paid as a holiday, not counted as vacation or sick days taken.

## Holiday Pay

Other days during the school year, such as days during the School's calendared breaks, shall not be paid time for nonexempt employees in active status. The School will generally make every effort to provide time off for employees' observance of religious holidays and practices, unless granting the time off would cause an undue hardship on the School's operations. If the employee desires time off for religious observation, the employee is required to make the request in writing to Human Resources and to a supervisor as far in advance as possible. The employee will not be paid if the religious holiday is taken as a personal leave of absence day.

### **Eligibility for Holiday Pay**

A full-time benefit eligible employee is entitled to MWA paid holidays. A part-time employee is not entitled, nor eligible, for MWA paid holidays.

#### **1. Exempt Employees:**

Exempt employees who work on a holiday are paid their normal day's salary and are given an additional day off with pay that must be taken within three months of the holiday worked.

## 2. Non-Exempt Employees:

- a. A full-time regular nonexempt employee is entitled to MWA paid holidays based on their regular schedule. If a full-time nonexempt employee works on a designated holiday, they are entitled to holiday pay at their regular pay rate for the hours worked that day. Overtime rules still apply.
- b. A part-time employee is not entitled, nor eligible, for MWA paid holidays. If a part-time nonexempt employee works on a designated holiday, they are entitled to straight pay for hours worked that day and are **not** entitled to an additional day off with pay. Overtime rules still apply.

Employees are expected to take their paid time off during holiday breaks, such as Thanksgiving week and Spring break. Considering non-peak times, the school will communicate the vacation periods/windows in advance. In coordination with these parameters, employees are asked not to take the day before or after a holiday break as additional paid time off. These are called blackout days. Generally, absences will not be approved on these days unless special approval is obtained by a Principal, the CEO, or designee. Exceptions for significant life events (weddings, funerals, graduations, milestone birthdays, etc.) are possible. Employees taking paid sick leave prior to or after a paid holiday will not be penalized.

### The following are considered blackout dates/periods:

- First four weeks of the school year
- 2 days before and after week-long breaks (November, February, April)
- 1 day before or after extended holiday weekends
- Last two weeks in December before winter break
- 1st two weeks of 2nd semester
- During SBAC or AP testing windows
- Last four weeks of the school year
- Week after school ends (for non-faculty, year-round employees)

## Personal Days

All full-time employees (including teaching staff), are eligible for two (2) personal days per fiscal year. Personal day balances reflect in the timekeeping profile after the first pay period of the fiscal year. A maximum of one (1) unused personal day may be carried from one fiscal year to the next. An employee can accrue up to three (3) personal days in their account.

Teaching staff may use personal day accruals for time off requests to take examinations (e.g. CSET) related to their educator credential. The School will not grant hours worked for this time off request unless additional credential authorizations are required by the School and Human Resources. All employees are expected to notify the Supervisor as soon as possible as to the date and time with consideration to personal days that are the least disruptive to students' learning and school operations.

## Vacation

While the School recognizes the importance of vacation time as a period of rest and rejuvenation away

from the job, vacations must be scheduled with due consideration for “peak periods” in the school. All employees are expected to notify the Supervisor at least two (2) weeks in advance or soon as possible. With this in mind, it is expected that vacation time will be taken when school is not in session. Vacation is earned as outlined below.

**Teaching Staff** — Teaching staff will not earn/accrue vacation leave.

**Non-Teaching Staff** – All other regular full-time, exempt, and full-time, nonexempt employees are eligible to accrue vacation benefits at the rate of 7.385 hours per pay period with a maximum accrual of 288 hours. Once this maximum is reached, all further accruals will cease until vacation has been taken and the accrued hours have dropped below the maximum.

**Part-time, Seasonal, and Temporary Employees** do not earn or accrue vacation time. Employees do not accrue vacation during an unpaid leave of absence.

Vacation can be taken upon approval of an employee’s supervisor. The School will make every effort to provide for eligible employees to use their accrued days of vacation each fiscal year. Upon termination, unused earned vacation shall be paid to the employee at their regular rate of pay as of the date of termination.

Vacation time may not be utilized before it is earned. Once the cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation time will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

**Vacation Accrual for New Employees** – Employees who start working midway through the school year may not have enough accrued time off to cover scheduled school breaks such as Fall or Winter break. These employees may be eligible to request an advance of up to five days of accrued time off. If you use any vacation accrual in advance, it will be subtracted from your overall accrual balance.

## Unpaid Leave of Absence

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

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

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee’s medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave.

## 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) or a designated person (i.e., one who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may be limited to one (1) designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. All eligible full-time employees shall earn 2.46 hours of paid sick leave per pay period, for a total of 8 days per full work year.

All eligible part-time, temporary, and seasonal employees shall accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked, to a maximum accrual of eighty (80) hours of accrued paid sick leave per year. Further, paid sick leave is capped at eighty (80) hours per year. For new employees who previously worked at a qualifying California public school or county office of education, the School will accept a new employee's sick leave transfer request within the first year of employment only.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours. The School does not pay employees in lieu of unused sick leave.

Employees absent longer than five (5) days due to illness may be required to provide medical evidence of illness and/or medical certification of fitness to return to work satisfactory to the School.

Once an employee has exhausted sick leave, the employee may continue on 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. Additionally, an employee may elect to use current vacation accrual balances only after sick leave is exhausted but sick time may not be used in lieu of exhausted vacation time.

## Sick Leave Bank

Employees may donate sick leave to the sick bank. Employees may request to use sick leave hours from the Sick Leave Bank for an absence of five (5) or more days, serious in nature, and supported by verification from a healthcare provider.

Employees are permitted to donate sick leave to the sick bank upon resignation or termination. Employees donating sick leave is considered a "use" of leave on the employee's part, such that the leave is no longer considered accrued/unused. As a result, donating sick leave would result in the employee not being eligible to have their sick leave reinstated if they are re-hired. Employees are not, however, permitted to transfer sick leave to another employee upon resignation or termination.



Employees requesting a sick leave donation must have no paid leave balance available, and must be eligible for a disability, paid family leave or FMLA/CFRA leave of absence. The total requests from the bank for leave, per employee, shall not exceed one hundred and sixty (160) hours per twelve (12) months. The twelve (12) month period will be measured forward from the first-day sick leave is donated.

Unused and undistributed hours donated to the sick leave bank will remain in the bank and will roll over at the end of each fiscal year. Hours will not be returned to the donating employee. For additional information about this sick leave bank, please contact the Human Resources Office.

## Sabbatical Leave

MWA understands the significance of having employees who are leaders in their field and we encourage innovation and creativity in our employees. It is also important for retention and long-term health that employees are given time to reflect, recuperate and reinvigorate both personally and professionally. Sabbatical leave is not vacation leave. Because employees do not have a vested right to sabbatical leave, and because it is not vacation leave or akin to vacation leave, such leave does not pay out upon employee separation from employment.

### **Purpose**

It is the policy of Making Waves Academy to allow exceptional and unique employees (staff and teachers, including Central Office employees) to take paid sabbatical leave to focus on self-development, extensive learning and reflection for a specified period of time. Employees eligible for sabbatical leave will be asked to submit a formal proposal for the use of sabbatical leave time.

### **Eligibility**

Any full-time employee in “good standing” as defined in this Handbook and with seven or more consecutive years of regular service is eligible to submit a proposal. Candidates should be the positive, team players recognized by their peers to be high performing employees.

Employees may apply to take sabbatical leave according to a matrix based on the employee’s job position and length of service. After an employee has completed sabbatical leave, he or she is not permitted to reapply for sabbatical leave for a period of seven years.

Employees on approved sabbatical leave will receive partial pay (50% of regular salary of wages) and continued benefits during the period of leave at the same level provided by the employer prior to the leave.

### **Procedures**

Eligible employees who wish to apply for sabbatical leave are required to submit a proposal to their immediate supervisor and division head describing the reason for the sabbatical and anticipated activities during sabbatical. Such a request must be made at least ninety (90) days prior to and in advance of the intended leave. Some examples of activities during sabbatical include continuing education, travel, and research.

The submitted proposal will be reviewed by the employee’s immediate supervisor and the CEO. The supervisor or CEO may support the request by drafting a Recommendation for Approval to the Board.

The supervisor or CEO will then refer the sabbatical request and the Recommendation for Approval (if applicable) to the Board for a decision. The Board will consider the request for a sabbatical and the Recommendation during a subsequent regular Board meeting and approve or deny the request.

Sabbatical proposals will be approved based on the employee’s goals and focus during the leave, as well as staffing and operational needs of the employee’s department and/or division and the School. At no time may more than ten percent (10%) of the employees in any department be on sabbatical.

**Guidelines**

After an employee’s return from sabbatical leave, the employee will be asked to produce evidence of the activities conducted during this time. In some instances, this may include nature and outcomes of travel, writing or research sample work, other evidence that the activity during sabbatical was contributing to their growth and development. Upon return from sabbatical the employee will make a presentation to their Supervisor, Division Head and CEO. Other members of the MWA community may be invited as relevant.

Employees on sabbatical leave will not be required to use any accrued leave during this period and are permitted to carry over all leave in the instance that the sabbatical leave crosses from one calendar year into the next. Employees will not accrue any additional leave during their sabbatical.

MWA’s group benefits plan document states that employees who are on approved sabbaticals are eligible for coverage. Employees on sabbatical who are enrolled in our group benefits plan will continue to have pre-tax deductions made from their pay during the sabbatical period.

Time off taken for approved Family Medical and Leave Act (FMLA) leave will not be counted against the employee when determining eligibility or “continuous service.”

**Eligibility Criteria and Time off**

<b>Group</b>	<b>7 years of service</b>	<b>14 years of service</b>	<b>21 years of service</b>
Staff	4 weeks @ 50% paid time	6 weeks @ 50% paid time	12 weeks @ 50% paid time
Teacher	6 weeks @ 50% paid time	9 weeks @ 50% paid time	14 weeks @ 50% paid time
Administrator	8 weeks @ 50% paid time	12 weeks @ 50% paid time	16 weeks @ 50% paid time

## Family Care and Medical Leave

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

### **Employee Eligibility Criteria**

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

### **Events That May Entitle an Employee To FMLA/CFRA Leave**

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

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of 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 them to the facility with the expectation that they will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
  - c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
  - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. “Designated person” refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.
4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

### **Amount of FMLA/CFRA Leave Which May Be Taken**

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

### **Pay and Accruals during FMLA/CFRA Leave**

1. An employee on FMLA/CFRA leave because of their own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
3. If an employee has exhausted their sick leave, leave taken under FMLA/CFRA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.
5. Benefit accrual, such as vacation/paid time off, paid sick leave, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment.

### **Health Benefits**

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

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

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

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

### **Seniority**

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

### **Medical Certifications**

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

### **Procedures for Requesting and Scheduling FMLA/CFRA Leave**

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Human Resources Office. An employee asking for a Request for Leave form will be given a copy of the School’s then- current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days’ notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or their qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School’s operations.
4. If FMLA/CFRA leave is taken because of the employee’s own serious health condition or the serious health condition of the employee’s qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee’s child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks’ duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she

is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### **Return to Work**

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

### **Employment During Leave**

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

## **Pregnancy Disability Leave**

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

### **Employee Eligibility Criteria**

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

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

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

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of their job without undue risk to herself, the successful completion of their 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  $\frac{1}{3}$  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  $\frac{1}{3}$  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  $\frac{1}{3}$  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 accrued during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

### **Health Benefits**

The School shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12)-month period. The 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 Human Resources Office. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employees should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and the 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 the School policy, before an employee will be permitted to return from a pregnancy disability leave of three (5) days or more, the employee must obtain a certification from their 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 the accommodation cannot be made, the employee will be medically separated from the School.

### **Employment During Leave**

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

## **Industrial Injury Leave (Workers' Compensation)**

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

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. The 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 for the School's operation.

- If an employee is injured on the job, they are 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 Managing Director of Human Resources or designee 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 their shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by their personal physician at their own expense, but they are still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.

- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

## Military and Military Spousal Leave of Absence

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

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, 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, the School will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling 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.

The 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.

## Drug and Alcohol Leave

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

rehabilitation program may contact the Office of Human Resources. The School will take all reasonable steps necessary to maintain the employee's privacy in this situation. The employee may use accrued sick leave or accrued vacation time, if any, during requested leave.

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

## Bereavement Leave

All employees who have been employed with the School for at least thirty (30) days are eligible for bereavement leave. Employees are entitled to a leave of up to five (5) days within three months of the death without loss of pay upon the death of immediate family (parent, spouse, domestic partner, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Bereavement pay will not be used in computing overtime pay.

Employees absent due to bereavement are required to provide documentation to Human Resources prior to their return to work (e.g. obituary, funeral program, or prayer card).

## Reproductive Loss Leave

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

## Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all employees, the School will pay for up to ten (10) days if an employee is called to serve on a jury. If jury duty service exceeds this allotment, employees may "make up" the hours at another time within one month of jury duty service ending.

## Voting Time Off

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

Any employee who serves as an election official is eligible for unpaid leave on Election Day for purposes of service. Employees should notify their supervisor of their commitment to act as election

official as far in advance as possible.

## School Appearance and Activities Leave

As required by law, the School will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of the 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.

## 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 he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

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

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

## Victims of Abuse Leave

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

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

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for 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 the 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 the School one (1) of the following certifications upon returning back to work:

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

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, the 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 Human Resources office.

## Time Off for Adult Literacy Programs

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

The employee who wishes to reveal a problem of illiteracy and request assistance should contact Human Resources. All reasonable steps will be taken to safeguard the employee's privacy. Non - exempt employees may use accrued vacation pay if available, to make up for the work that is missed to attend literacy classes.

## Volunteer Firefighter, Reserve Peace Officer, & Emergency Rescue Personnel

Nonexempt employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Exempt employees who work any portion of a workweek in which they also perform emergency duties as volunteer firefighter, reserve peace officer, or emergency rescue personnel will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay. Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

## Returning From Leave of Absence

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

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

# Discipline and Termination of Employment

## Rules of Conduct

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

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Unprofessional conduct.
3. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
4. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.

5. Damaging, defacing, unauthorized removal, destruction, or theft of another employee's property or of School property.
6. Fighting or instigating a fight on School premises.
7. Violations of the drug and alcohol policy.
8. Using or possessing firearms, weapons, or explosives of any kind on School premises.
9. Gambling on School premises.
10. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness, or production reports or records, specifically including applications for employment and time cards.
11. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
12. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
13. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
14. Excessive absenteeism or tardiness excused or unexcused.
15. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
16. Immoral or indecent conduct.
17. Conviction of a criminal act.
18. Engaging in sabotage or espionage (industrial or otherwise)
19. Violations of the sexual harassment policy.
20. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
21. Sleeping or malingering during work hours.
22. Release of confidential information without authorization.
23. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
24. Refusal to speak to supervisors or other employees.
25. Dishonesty.
26. Failure to possess or maintain the credential/certificate required of the position.
27. Failure to complete mandatory compliance trainings within the period of time designated by Human Resources. Extension requests should be made to the Human Resources Office and are not to exceed 30-day calendar days if granted.
28. Abuse of sick leave.
29. Unreported absence of any three consecutive scheduled workdays.
30. Failure to comply with the School's safety procedures.
31. Violation of federal, state, or local laws affecting the school or your employment with the school.
32. Failure to adhere to outside employment guidelines, including failure to disclose any conflict of interest.
33. Eating or drinking in the classroom is prohibited, except for water, unless prior approval is obtained from the Assistant Principal.
34. Unauthorized use or possession of personal cell phones or other electronic devices during instructional/work time when students are present.
35. As specified in the MWA Comprehensive Safety Plan, classrooms and offices should not have personal appliances such as coffee pots, tea/hot water kettles, mini-fridges, space heaters, fans, microwaves, toasters, and other similar items. For safety reasons, these items are

prohibited in any spaces not designated by MWA, such as staff lounges, break rooms, etc. MWA reserves the right to remove appliances that are deemed unsafe for spaces as needed.

36. Failure to adhere to the MWA Parking Expectations, including parking in designated employee lots and displaying an assigned parking pass while on campus.
37. Employing intimidation tactics, such as unnecessary yelling, demeaning language, or swearing/cursing, to compel students to perform classroom tasks.

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

Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet School standards, the employee will be subject to discipline up to and including termination. The School generally follows a progressive discipline approach, beginning with a verbal reprimand and proceeding with more severe discipline if the matter is not corrected. However, the School is not obligated to follow a progressive discipline approach and may take more severe action, including termination. Contact the Human Resources Office for additional information and support.

Employees are expected to treat each other with respect and dignity; conduct themselves in a professional and courteous manner while on duty. The rules set forth below are intended to provide employees with notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the School, other employees, students and/or parents, may also result in disciplinary action.

## Off-Duty Conduct

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

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

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



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

## Release from At-Will Employment

### **Resignations**

The School recognizes that varying circumstances may cause employees to voluntarily resign from employment. Because your employment with the School is on an "at-will" basis, you have a right to resign from the School at any time, with or without notice and with or without cause. In such cases, employees who intend to resign are encouraged to provide two (2) weeks' notice to their supervisor, preferably in writing, to facilitate a smooth transition from the School. The School reserves the right to determine the last day of employment as business needs warrant/dictate such action.

### **Retirement**

Employees who wish to retire are asked to notify their supervisor/department. Preferably one (1) month before the desired retirement date, it is recommended that retiring employees contact the Human Resources Office.

### **Job Abandonment**

Employees who fail to report to work without notifying their supervisor for three (3) consecutive days shall be considered to have abandoned their job without notice, effective at the end of their normal shift on the third day. Employees who separate from the School due to job abandonment are ineligible for rehire.

### **Termination**

Because School employees are employed on an at-will basis, the School retains the right to terminate employees at any time, with or without notice and with or without cause. Please note that the School does not offer an appeal process.

### *Re-Employment Eligibility*

Staff who are released from at-will employment may apply for available School positions. There is no guarantee that released staff will be recalled to former positions or rehired to other School positions. If former employees are rehired during the notice or salary continuation periods, any pay in lieu of notice or salary payouts will terminate on the rehire date. Former employees who are rehired within one year from their last day of work will retain their previous date of hire from their last position and accrued and unused sick leave. Staff who return to work after a break in service exceeding one year will not be considered rehires and will be given a new date of hire and must fulfill applicable waiting periods for benefits eligibility.

## **Final Pay**

### *Resignations*

Employees who provide at least seventy-two (72) hours of notice before resigning will receive their final paychecks via direct deposit or via paper check on their last day of work. Employees who provide less than seventy-two (72) hours of notice will receive their final paycheck by mail to their mailing address on file or via direct deposit. For purposes of the seventy-two (72)-hour requirement, the mailing date is considered the payment date.

### *Terminations*

Employees who are terminated involuntarily will receive their final paychecks in person or via direct deposit on their last day of work. Final paychecks will include all compensation earned through the date of termination, all accrued and unused vacation time, required taxes, and other mandatory deductions, according to state and federal guidelines.

## **Return of Employee and Company Property/Reimbursement**

Employees who separate from the School must return all School property to their supervisor or Human Resources at the time of separation. School property may include but is not limited to, company cell phones, company credit cards, keys, PCs, laptops, computer equipment, files, and identification cards. Reimbursements are also due upon separation from the School. To resolve outstanding balances, please contact the Finance Team at [mwapayable@mwacademy.org](mailto:mwapayable@mwacademy.org). If MWA property is not returned or reimbursements are not reconciled, additional action may be taken by the School to retrieve property or to collect monies owed.

Employees who separate from the School will arrange to retrieve all personal property on a designated date and time set under the supervision of the Office of Human Resources or campus operations. Depending on the circumstance, the Office of Human Resources may restrict all campus access and require that a member of Human Resources or campus operations pack up the employee's property. Moreover, should the employee refuse to participate in rectifying the return of their property in a timely manner, MWA will send what seems reasonable to assume belongs to an employee to the last known address but is not responsible for an employee's personal property or whatever may have been left behind. Note: MWA is also not responsible for providing equipment to remove personal property (boxes, dollies, or staff) including being available after school hours to allow access to buildings or classrooms.

## **Exit Interviews**

Employees will generally participate in an exit interview with Human Resources to review eligibility for benefit conversion, to ensure that all necessary forms are completed, for Human Resources to collect any the School-furnished property (such as uniforms, tools, equipment, software, laptops, cell phones, I.D. cards, keys, badges, credit cards, documents, and handbooks) that may be in the employee's possession, to review the employee's obligations regarding confidential information and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at the School.

A Human Resources representative will contact the employee in writing, inviting them to attend an exit interview at a mutually convenient time. The exit interview should take place as soon as possible after the confirmed leaving date has been received by Human Resources.

The employee will be asked a standard set of questions and given a chance to discuss any concerns of information they feel would be beneficial for the School to know about their employment experience at the School.

All departing employees will be encouraged to be honest, candid, and constructive in their responses.

### **Continuing Health Coverage**

The School offers full-time employees health insurance coverage as a benefit of employment. If employees are no longer eligible for coverage because they are no longer employed by the School, they may have the right to continue their health insurance coverage for up to thirty-six (36) months through COBRA. Employees will be responsible for paying the cost of the coverage. For questions about continued coverage, please contact [humanresources@mwacademy.org](mailto:humanresources@mwacademy.org).

## **Internal Complaint Review**

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

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy for 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 Director of Human Resources or designee or designee:

1. The complainant will bring the matter to the attention of the Director of Human Resources or designee 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 Director of Human Resources or designee or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the CEO, 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.

## External Complaints

(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 CEO or Board President 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, CEO (or designee) shall abide by the following process:

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

### **General Requirements**

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

# Amendments to Employee Handbook

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

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

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

## Non-Discrimination Policy Contacts

### **Title IX**

[Name]

[humanresources@mwacademy.org](mailto:humanresources@mwacademy.org)

4123 Lakeside Drive

Richmond, CA 94806

(510) 262-1511

### **Title II, Title V, Title VI, 504**

Elizabeth Martinez, Chief Operating Officer

[compliance@mwacademy.org](mailto:compliance@mwacademy.org)

4123 Lakeside Drive

Richmond, CA 94806

(510) 262-1511

**APPENDIX A**

**HARASSMENT/DISCRIMINATION/RETALIATION  
COMPLAINT FORM**

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

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

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

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

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

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

**Your Name:** \_\_\_\_\_

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

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

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

List any witnesses that were present:

Where did the incident(s) occur?

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

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

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

Signature of Complainant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Complainant: \_\_\_\_\_

----- **To be Completed by Human Resources Only** -----

Received by: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name/Signature

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

**Your Name:** \_\_\_\_\_

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

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

**Name of Person(s) you have are filing a complaint against:**

**List any witnesses that were present:**

**Where did the incident(s) occur?**

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

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

Signature of Complainant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Complainant: \_\_\_\_\_

----- **To be Completed by School Official Only** -----

Received by: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name/Signature