

EMPLOYEE HANDBOOK 2017-2018



TABLE OF CONTENTS

FOREWORD.....	5
SECTION I - Introduction.....	6
1.1 Who Are We?	6
1.2 This Employee Handbook.....	6
1.3 Policy Changes.....	6
1.4 No Guarantee of Employment	6
1.5 At-Will Employment	6
SECTION II - Employment Policies	8
2.1 Employee Classification Categories	8
2.2 Confidentiality	9
2.3 Conflicts of Interest.....	9
2.4 Employment of Relatives and Personal Relationships	10
2.5 Personnel Files	10
2.6 Child Abuse and Neglect Reporting	11
2.7 Criminal Background Checks	11
2.8 Tuberculosis Testing.....	12
2.9 Healthcare Information	12
2.10 Immigration Compliance	12
2.11 Political Views	12
2.12 Termination and Change of Employment Status	13
2.13 Return of ECRCHS Property	13
2.14 Rehire	14
2.15 Labor Unions	14
SECTION III - Payroll Practices	15
3.1 Payment of Wages	15
3.2 Overtime Pay	15
3.3 Payroll Withholdings	15
3.4 Faithful Performance	16
3.5 Outside Work	16
3.6 Expense Reimbursements	17
3.7 Meal Breaks	18
3.8 Rest Breaks	18
3.9 Lactation Accommodation.....	18

3.10	Time Reporting	19
3.11	Attendance	19
3.12	Performance Reviews and Pay Increases.....	19
3.13	Payroll Policies	20
SECTION IV - Standards of Conduct		21
4.1	Equal Employment Opportunity	21
4.2	Professional Boundaries: Staff/Student Interaction Policy.....	21
4.3	Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation	25
4.4	Whistleblower Policy.....	27
4.5	Standards of Conduct and Discipline.....	28
4.6	Off-Duty Conduct	30
4.7	Internal Promotions and Transfers.....	31
4.8	Dress Code	31
4.9	Safety	31
4.10	Workplace Bullying.....	31
4.11	Workplace Violence.....	32
4.12	Drug-Free Workplace	32
4.13	Searches	33
4.14	Smoke-Free Workplace	34
4.15	Computer and Electronic Communication Policy	34
4.16	Social Media	35
4.17	Personal Phone Calls and Cell Phone Use.....	36
4.18	ECRCHS Equipment and Property	36
4.19	Parking	36
4.20	Solicitations in the Workplace	37
SECTION V - Employee Benefits.....		38
5.1	Benefits Generally	38
5.2	STRS/PERS	38
5.3	Medical and Dental Insurance	38
5.4	COBRA.....	39
5.5	Worker's Compensation.....	40
5.6	State Disability Insurance	41
5.7	Social Security	41
5.8	Unemployment Insurance	41

5.9	Flexible Spending Account.....	41
5.10	Tuition Reimbursement	42
5.11	Retiree Benefits.....	42
SECTION VI - Time Off, Leaves of Absence, and Work Calendars.....		43
6.1	Work Calendar	43
6.2	Holiday Time Off.....	43
6.3	Requesting Leave.....	43
6.4	Vacation Leave	44
6.5	Sick Leave.....	44
6.6	Personal Necessity Leave	45
6.7	Family Care and Medical Leave	45
6.8	California Paid Family Leave	50
6.9	Pregnancy Disability Leave	50
6.10	Military and Military Spousal Leave of Absence	54
6.11	Industrial Injury Leave (Worker's Compensation)	55
6.12	Bereavement Leave.....	56
6.13	Jury Duty.....	56
6.14	Voting Leave.....	56
6.15	School Appearance and Activities Leave	56
6.16	Bone Marrow and Organ Donor Leave	57
6.17	Victims of Abuse Leave.....	57
SECTION VII – Internal Complaint Review		59
APPENDIX A		61
HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM		61
APPENDIX B		63
INTERNAL COMPLAINT FORM		63
EMPLOYEE ACKNOWLEDGMENTS		64

FOREWORD

Dear Valued Employee:

Congratulations and welcome to El Camino Real Charter High School (“ECRCHS” or the “School”). Whether you have recently joined our team or have worked with us for some time, we are excited to work with you. Your performance will be an integral part of the School’s future success. In order to help you perform at your full potential and create a safe and enjoyable work environment, we are providing you this Employee Handbook to inform you of the many important aspects of your employment and guide you along the way.

There are a few things to keep in mind when reading this Employee Handbook. This document is not a comprehensive compilation of all ECRCHS policies and procedures and does not cover all possible circumstances and exceptions that may arise. Many of the policies summarized in this Employee Handbook are covered in more detail in other official documentation. Consult such documentation for additional information regarding specific policies. Please address any specific questions regarding the interpretation or applicability of ECRCHS policies and procedures to Human Resources or such designated ECRCHS officer or manager. Note that the terms of the official ECRCHS insurance and benefits policies supersede any terms to the contrary stated herein.

This Employee Handbook is not an employment contract, and nothing in this Employee Handbook gives you any right, expressed or implied, to continued employment. Furthermore, all terms, conditions, policies, and procedures as stated in this document are subject to change, and nothing stated herein is to be construed as a guarantee of employment or creates a fixed term for your employment.

As the School’s employee you have an obligation to keep the information provided to you in this Employee Handbook confidential. Do not discuss the contents of this document with persons who are not employees, officers, or otherwise privy to this information through an affiliation with the School.

Please take time to thoroughly review this Employee Handbook, noting how each section relates to your employment. Pass along any questions or concerns you may have to your immediate supervisor. We look forward to a harmonious and mutually fruitful relationship with you and are confident you will find your experience with us dually rewarding.

Lastly, please note that ECRCHS recognizes all sanctioned labor unions and their role in representing the interests of the School’s unionized employees. This Employee Handbook does not impair or otherwise alter any terms or conditions of the collective bargaining agreements held by such unions. When a policy in this Handbook contradicts terms and conditions set out in the collective bargaining agreement, the collective bargaining agreement shall take precedence for applicable employees only.

Again, welcome!

SECTION I - Introduction

1.1 Who Are We?

The mission of ECRCHS is to prepare our diverse student body for the next phase of their educational, professional, and personal journey through a rigorous, customized academic program that inspires the development of students' unique talents and skills, builds character, and provides opportunities for civic engagement and real-world experiences.

1.2 This Employee Handbook

This Employee Handbook summarizes some of the School's key expectations and employment policies. As such, it cannot provide guidance for every possible circumstance that may arise during employment and is not intended as an exhaustive resource for all ECRCHS policies. Furthermore, should any provision of this Handbook contradict a provision of an applicable collective bargaining agreement at ECRCHS, the applicable collective bargaining agreement shall be controlling. Employees who desire elaboration on specific policies should refer to official policy documentation or consult a supervisor.

This Employee Handbook replaces all prior employee handbooks, employment policies, and ECRCHS rules and practices, expressed or implied, whether written or oral. In addition, this Employee Handbook is subject to the provisions of official ECRCHS policy documents, including insurance and benefits policies, plan documents, and applicable law. All ECRCHS employees are required to abide by the terms of this Employee Handbook as a condition of employment. The terms of an individual employee's employment contract may supersede this Employee Handbook where applicable.

1.3 Policy Changes

As circumstances warrant, ECRCHS may, in its sole discretion, deviate from the terms stated herein as it sees fit. ECRCHS has the express right to amend, modify, revoke, and add to the terms of this Employee Handbook as well as other official ECRCHS policy documentation. The terms of this Employee Handbook may only be altered through official ECRCHS written policy notices. No terms of this Employee Handbook may be altered via oral statements or other representations. The School's interpretation of the terms stated herein is absolute. Employees who need clarification as to the School's policy on a specific matter should consult a human resources manager or such designated ECRCHS officer or manager. Each employee is responsible for remaining informed of policy changes.

1.4 No Guarantee of Employment

Nothing in this Employee Handbook creates a binding employment contract between ECRCHS and its employees or provides a guarantee of continued employment for any amount of time. At-will employment status may only be altered through an express, signed, written agreement between ECRCHS and an employee to that specific and intended effect.

1.5 At-Will Employment

While most employment with ECRCHS is contractual and as dictated by an applicable collective bargaining agreement, some employees and all extra positions are employed on an at-will basis. Unless expressly prohibited

by statute, all employees without a written employment agreement to the contrary are employed on an "at-will" basis. As has always been the case at ECRCHS, either ECRCHS or the at-will employee may conclude the employment relationship either with or without advance notice, at any time and for any reason, and no term in this Employee Handbook will alter or restrict the right of ECRCHS or an at-will employee to end the employment relationship accordingly. Nothing in this Employee Handbook impairs the School's right to make changes in employment status, including without limitation promotions and demotions, reassignments, transfers, and wage and benefit changes. ECRCHS may only enter into an employment relationship that is not on an at-will basis through a written employment agreement signed by the Executive Director, or an ECRCHS officer or manager authorized with such capacity by the Executive Director.

SECTION II - Employment Policies

2.1 Employee Classification Categories

Under state and federal wage and hour laws all ECRCHS employees are either classified as exempt or nonexempt.

Exempt Employees - Employees exempted from the minimum wage and overtime provisions hold positions that satisfy all applicable legal requirements. These employees are generally executives, managers, professionals, administrators, and technical staff who receive salaries. Moreover, certificated staff (teachers) are all exempt employees.

Nonexempt Employees - Employees who are NOT exempt hold positions which do not satisfy the legal requirements for exempt employees. These employees are typically paid on an hourly basis.

In addition, the following mutually exclusive classifications apply to both exempt and nonexempt employees and help determine an employee's employment status and eligibility for employee benefits, but in no way guarantee continued employment for any amount of time:

Regular Full-Time Employees - Employees are considered full-time employees if they are normally scheduled to work at least thirty (30) hours per week. These employees are generally eligible to receive ECRCHS benefits, if any, subject to the terms and conditions of each benefit plan. Please note this includes those staff members who may only work one hundred eighty-two (182) days per calendar year.

Regular Part-Time Employees - Employees are considered part-time employees if they are NOT normally scheduled to work at least thirty (30) hours per week during the regular school year, or if they only irregularly work thirty (30) or more hours per week. These employees are NOT generally eligible to receive ECRCHS benefits, but shall receive any benefits required by law.

Temporary Employees - Full-time or part-time employees hired for a limited duration, generally for three (3) months or less, are considered temporary employees. These employees are typically interim replacements or hired for work on a specific project. Temporary employee work duration may be extended upon written permission; however, status as a temporary employee may only be changed by a written agreement signed by authorized ECRCHS personnel. Temporary employees are employed on an at-will basis unless expressly stated otherwise in a written employment agreement with ECRCHS. As at-will employees, temporary employees may be terminated prior to the end of the initially planned work duration for any or no reason, with or without notice. Temporary employees are generally not eligible for ECRCHS benefits unless required by law or expressly stated otherwise in a written employment agreement.

Employees not notified of their particular classification upon hire should ask Human Resources. Note that independent contractors are not ECRCHS employees. As such, they are not entitled to receive ECRCHS benefits unless expressly provided in a written agreement between such individuals and ECRCHS. Furthermore, these individuals will have control over the manner of completing assigned tasks, while ECRCHS has control over assigning the tasks that independent contractors complete and defining the specific outcomes sought.

2.2 Confidentiality

ECRCHS requires that employees keep strictly confidential certain information related to ECRCHS and those with which ECRCHS conducts business. Employees are prohibited from disclosing "**Confidential Information**," as defined below, to any external parties without prior ECRCHS authorization or to other ECRCHS employees or independent contractors who do not have a legitimate business reason to know such information. External parties are any person or entity besides the School's employees, representatives, and authorized agents. Employees must maintain confidentiality in all locations, all modes of communication, and at all times, continuing indefinitely after termination of their employment relationship with ECRCHS. Employees are responsible for knowing what information should be treated as Confidential Information and should consult their supervisor for clarification if in doubt.

Confidential Information – Includes 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. Confidential information also includes information that relates to ECRCHS, its operations, or technology that is generally not known to the public such as, but not limited to, attorney communications.

Employees can help ECRCHS safeguard its Confidential Information by adhering to the following guidelines:

- Do not discuss Confidential Information in public places.
- When discussing Confidential Information, or matters that may potentially pertain to Confidential Information, be aware of who is around you and consider whether they have a specific need to know such.
- Do not take hard copies of Confidential Information off ECRCHS premises unless absolutely necessary. If you do, be sure to keep such information in a safe and secure place.
- Keep electronically-stored Confidential Information password protected, and store hard copies out of sight in secure locations.
- Shred or tear up hard copies of Confidential Information before disposing in the trash.

Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment or dismissal for cause.

2.3 Conflicts of Interest

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

2.4 Employment of Relatives and Personal Relationships

Nepotism and favoritism may jeopardize ECRCHS operations and success. Therefore, employees are prohibited from supervising or reporting to their relatives or persons with whom they have close personal relationships outside of their employment with ECRCHS, except where such relationships are disclosed to and approved by a senior member of the Business Office. **"Relatives"** include spouses/domestic partners, children (including adopted children), parents, siblings, grandparents, uncles, aunts, cousins, nieces, nephews, step relatives, brother- and sister-in-law, mother- and father-in-law, and relatives of domestic partners. **"Close personal relationships"** includes relationships with persons with whom the employee shares a household, dates, or has had personal and close friendships for an extended period of time outside of employment with ECRCHS. Typically, informal acquaintances are not considered close personal relationships.

In order to safeguard ECRCHS interests, employees must disclose any relatives or close personal relationships that exist or may exist with other ECRCHS employees, contractors, consultants, students, or suppliers. An employee should also disclose this fact if, during employment, he or she becomes a relative of or develops a close personal relationship with (though marriage or dating, for instance) another employee, contractor, consultant, student, or supplier.

The Business Office may approve your working with relatives or persons holding close personal relationships where such relationships do not create substantial conflicts of interest threatening the wellbeing of ECRCHS operations or activities, for instance, by creating potential supervisory, morale, safety, fairness, or public relations problems. Where possible, ECRCHS will strive to neutralize such conflicts of interests without impairing the benefits you receive from ECRCHS; however, ECRCHS reserves the right to take any action necessary to remove conflicts of interest that threaten ECRCHS interests.

2.5 Personnel Files

ECRCHS maintains confidential employee records and files according to law. Supervisors and managers may only have access to an employee's file with a legitimate business need to know and as permitted by state law. Current and former employees are entitled to access their files upon providing reasonable notice.

You have the right to inspect documents in your personnel file, as provided by law, in the presence of a School representative at a mutually convenient time during regular business hours inside of the office or department where they are normally stored. You may not tamper with or remove any part of your personnel file; however, you are entitled to copies of any documents contained in your personnel file. A request for information contained in the personnel file must be directed to the Executive Director. Only the Executive Director 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.

Should you dispute any item in your file, you are permitted to make a signed and dated written statement of your dispute that will become part of your file as well.

An employee file is comprised of documents and information relating to each employee's relationship with ECRCHS, including among other items the employment application, employment history verification documents,

resumes, background checks, emergency contact information, contracts of employment, tax forms, payroll and benefits information, and performance reviews, if any of these should exist and according to ECRCHS policy.

You are required to notify the fiscal analyst/specialist, as applicable, if any information previously provided to ECRCHS should change, including information provided on an employment application or form, insurance form, or tax form. Misrepresenting information in your employee file, or failing to correct a known mistake in your file, is grounds for discipline, possibly including immediate termination.

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.

2.6 Child Abuse and Neglect Reporting

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

ECRCHS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code Section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail or by a fine of One Thousand Dollars (\$1,000.00), 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 that he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code Section 11166 and will comply with its provisions.

2.7 Criminal Background Checks

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

2.8 Tuberculosis Testing

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

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

2.9 Healthcare Information

Information related to an employee's healthcare enrollment or plan will be managed according to the School's policy for conformity with the Health Insurance Portability and Accountability Act (HIPPA), as applicable. ECRCHS does not regularly maintain records of its employees' private healthcare information, and any such information voluntarily shared with ECRCHS by an employee will be kept confidential.

2.10 Immigration Compliance

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

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States.

If you have any questions or need more information on immigration compliance issues, please contact the Human Resources department.

2.11 Political Views

ECRCHS will not discriminate against employees based on their engaging in legal political activities or their affiliation with a particular political view or group. However, ECRCHS encourages employees to focus this expression exclusively *outside* of their role at ECRCHS. All employees have a responsibility to ensure that the

political views they communicate and political activities engaged in are seen as separate from ECRCHS and their role as a ECRCHS employee.

2.12 Termination and Change of Employment Status

A change in your employment status may occur for different reasons, including termination by ECRCHS, resignation, abandonment, reassignment, or retirement. Should a change in employment status occur, wages will only accrue up to your effective date of separation with ECRCHS, unless contrary to a written employment contract or state law.

- **Termination by ECRCHS** – Any employee whose employment is governed by a collective bargaining agreement may only have their employment terminated in accordance with the collective bargaining agreement. Unless expressly prohibited by statute, all other employees without a written employment agreement to the contrary are employed on an "at-will" basis. This means that ECRCHS may conclude the employment relationship with or without advance notice at any time and for any reason.
- **Resignation** - If you are an at-will employee, you may choose to conclude the employment relationship at any time and for any reason. If you are considering resignation, you are encouraged to consult your supervisor in order to discuss whether other options are available to accommodate your needs. If you do decide to resign, ECRCHS asks that you provide at least two (2) weeks advance written notice of your departure. In addition, such employees who fail to provide the full requested advance notice may be deemed ineligible for future rehire, at the discretion of ECRCHS. At the School's sole discretion and business needs under the circumstances, ECRCHS may choose to require your immediate departure. Should ECRCHS so require, you agree to complete an exit interview or memorandum prior to departure.
- **Job Abandonment** – Job abandonment occurs where an employee fails to be present during scheduled work hours for three (3) or more consecutive days without prior approval for the absence. If you are considering abandoning your position with ECRCHS, you are encouraged to consult your supervisor in order to discuss whether options are available to accommodate your needs.
- **Reassignment** - Based on ECRCHS needs, your employment status may occasionally change through ECRCHS reassigning you to a different shift, department, or location, unless you have a written employment contract to the contrary. ECRCHS may choose to take into consideration your requests concerning reassignment. Should ECRCHS so require, you agree to complete an exit interview or memorandum prior to departure.
- **Retirement** - Employees seeking to retire must provide at least four (4) weeks' advance written notice to a human resources manager. This will allow ECRCHS sufficient time to finalize any payroll and benefits issues, determine and prepare for any hiring needs, and wrap up all other outstanding employment matters related to the planned retirement. Should ECRCHS so require, you agree to complete an exit interview or memorandum prior to departure.

2.13 Return of ECRCHS Property

Employees must return all ECRCHS property in their possession upon ending employment with ECRCHS. Unless otherwise notified, ECRCHS property includes, but is not limited to, identification cards, uniforms, cell phones,

laptops, electronics, office supplies, keys, and all other tangible items in your possession that ECRCHS owns. You may be provided with a voluntary option of purchasing property which you have used while employed with ECRCHS on an “as is” basis.

Upon formal approval from the Business Office, you will be provided with the market cost of specific property and required to pay for said property in full prior to exchanging ownership of the property. ECRCHS is not responsible for any previous or future damage or maintenance needs of purchased equipment.

2.14 Rehire

ECRCHS, in its sole discretion, may choose to rehire former employees. Former employees are still required to submit to the School’s regular hiring process and screening, including, at the School’s discretion, submitting an employment application and completing any required exams. Hiring managers seeking to hire former employees must submit a request for review and approval from a human resources manager prior to hiring. Except when set forth by written employment agreement or applicable law, former employees who are rehired will begin accruing benefits at the same rate and in the same manner as new employees, and tenure for all purposes will be calculated starting from the date of rehire.

2.15 Labor Unions

ECRCHS recognizes all sanctioned labor unions and their role in representing the interests of the School’s unionized employees. This Employee Handbook does not impair or otherwise alter any terms or conditions of the collective bargaining agreements held by such unions.

SECTION III - Payroll Practices

3.1 Payment of Wages

Salaried employees are paid monthly for their regular wages due. Paydays will fall on the last working day of each month. Employees will be paid on the last business day prior to any payday that happens to fall on a weekend or holiday.

Hourly employees are paid semi-monthly for their regular wages due. Paydays will fall on the fifteenth (15th) and last day of each month. Employees will be paid on the last business day prior to any payday that happens to fall on a weekend or holiday.

Employees will be paid by either check or direct deposit on their scheduled paydays, in accordance with payroll policy and as permitted by California state law. Checks will be either hand-delivered or mailed to employees. Please refrain from leaving paychecks in unsecured areas. If a paycheck is lost or stolen, you must notify a payroll manager at once. Employees will receive any direct deposit of wages in a savings or checking account at the financial institution of their choosing. You must submit a new Form W-4 to a human resources manager if your marital status or the number of exemptions you claim changes.

3.2 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 non-exempt employees. ECRCHS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the employee's supervisor. ECRCHS provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

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

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

3.3 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 Human Resources or such designated ECRCHS officer or manager to explain them.

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

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

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

3.4 Faithful Performance

All employees are expected to promote the School's operational interests at all times and to devote their full time and attention during working hours to faithfully and efficiently performing their assigned duties to the fullest extent possible within their individual means and talents.

3.5 Outside Work

Employees may hold other jobs or engage in work outside of their role with ECRCHS so long as such outside work does not have a negative impact on fulfilling their responsibilities to ECRCHS. Furthermore, any outside work must not conflict or compete with ECRCHS interests or be conducted during an employee's scheduled work time. Employees engaging in outside work that require ten (10) hours or more of attendance during the regular Monday-Friday work week must notify their supervisor or manager so that ECRCHS can determine if such work presents a problem or a conflict with ECRCHS interests.

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 are prohibited from using Confidential Information or ECRCHS tools, equipment, or other property for outside work.

Employees may not use outside work as an excuse for failing to perform their responsibilities to ECRCHS, for poor job performance, or for failing to be present during scheduled work hours. Therefore, Employees should refrain from taking on any outside work that may demand too much of their time, energy, or attention. ECRCHS may ask you to stop or decrease your involvement in any outside work that become a detriment to job performance.

Outside work includes any work outside of your obligations to ECRCHS for which you are compensated, monetarily or otherwise, including self-employment. Outside work also includes service on a board or commission for a public entity or governing body, whether or not you are paid or otherwise compensated for such work.

3.6 Expense Reimbursements

ECRCHS reimburses employees' reasonable pre-approved expenses incurred while conducting ECRCHS business. All purchases made by an employee must be accompanied by an original or electronic receipt. When receipts are lost, employees must make every effort to retrieve a copy of the receipt or provide a document with comparable detail. There are a few exceptions for which credit card receipts or cancelled checks will be considered sufficient, as itemized descriptions of these expenses would likely not show details of personal use (i.e., taxi fares on conference days and parking fees incurred the day an employee attended workshops or other work events). For non-student related meals, detailed receipts are a requirement. Employees are allowed to tip up to eighteen (18%) of the subtotal cost, rounded up to the nearest dollar, when gratuity is customary. Any incremental excess is the responsibility of the employee.

Employees may only travel on ECRCHS business when authorized and should verify which travel expenses are eligible for reimbursement prior to making travel arrangements. While traveling, employees must keep a detailed report of their business activities and the expenses they incur, including supporting documentation. Employees must submit their expense reports within one hundred eighty (180) days of their return from travel, but no later than June 30 of each calendar year. Please use discretion while traveling to keep your expenses at a minimum and to avoid inappropriate expenses. Employees may not be reimbursed for expenses that are excessive or improper under the circumstances. Where appropriate, all reimbursement rates will be based on criteria set forth in the U.S. General Services Administration website, which can be found at www.gsa.gov.

Employees will be reimbursed for expenditures within fifteen (15) working days of presentation of appropriate documentation.

Nonexempt employees will be paid for travel while on ECRCHS business. Exempt employees will be paid their normal salary while traveling for ECRCHS.

3.7 Meal Breaks

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. Employees must immediately inform their supervisor if they are prevented from taking their meal period.

3.8 Rest Breaks

Nonexempt employees are provided with a paid ten (10) minute rest break for every four (4) hours worked or major fraction thereof, which should be scheduled towards the middle of each four (4) hour work period as is practicable. However, you are not required to receive a rest period where your total work shift is less than three-and-a-half (3 ½) hours. ECRCHS may permit rest breaks in excess of the minimum amount required by law.

Supervisors may choose to stagger rest breaks as needed to manage operations. Rest breaks must be taken at the assigned times. Rest breaks may not be accumulated or combined with other break periods into longer rest or meal breaks, and employees may not use rest breaks to cover their late arrival or early departure from their shifts. Employees must immediately inform their supervisor if they are prevented from taking their rest period.

3.9 Lactation Accommodation

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

ECRCHS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

3.10 Time Reporting

By law, ECRCHS is obligated to keep accurate records of the time worked by non-exempt employees. Such employees shall keep be required to utilize the School's time card system.

Non-exempt employees must accurately track their time as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. Time worked is recorded based on the actual amount of time worked, to the nearest minute. The time card indicates when the employee arrived and when the employee departed. All employees (exempt and non-exempt) must record their arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees (exempt and non-exempt) are required to keep the office advised of their departures from and returns to the school premises during the workday.

Non-exempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact Human Resources to make the correction and such correction must be initialed by both the employee and Human Resources or such designated ECRCHS officer or manager.

Non-exempt 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.

3.11 Attendance

The School's success relies on employees arriving on time and regularly attending work. You must notify your supervisor in advance of your scheduled starting time if you will not be able to attend work that day for any reason or will be arriving late. Failure to notify your supervisor in advance will result in an unexcused absence, which is serious misconduct. ECRCHS may consider your job abandoned and your employment status voluntarily resigned for any unexcused absence lasting three (3) or more consecutive days you are scheduled to work. You must also receive prior supervisor approval should you need to leave work early for any reason. Employees who display a pattern of excessive absences or tardiness may be disciplined despite not having used all of their accrued leave.

3.12 Performance Reviews and Pay Increases

Unless otherwise specified by written contract or collective bargaining agreement, a formal performance review will be conducted every twelve (12) months. This will provide an opportunity to review your past performance in order to recognize your strengths, target weaknesses and areas for improvement, and identify specific goals going forward. Any written performance reviews will become part of the employee file.

Employees receiving a performance review will not necessarily receive an increase in pay. Pay increases are based on several factors, including overall department and ECRCHS annual budgets, and will not always directly reflect an employee's performance. Besides formal performance reviews, employees are encouraged to regularly have informal discussions with their supervisors about their strengths, weaknesses, and goals, in order to monitor their

performance. Pay increases may be implemented at other times besides during performance reviews but must always be preapproved by a human resources or payroll manager to ensure that the requested increase aligns with ECRCHS policy and is in ECRCHS' best interest.

Periodic pay bonuses are not guaranteed to employees and are at the discretion of management. If paid by ECRCHS, these will be based on your individual performance and ECRCHS budget availability. Bonuses are meant to incentivize employees to exceed expectations and constantly perform to the best of their abilities. This will help ensure that ECRCHS stays competitive in its market.

3.13 Payroll Policies

ECRCHS reserves the right to change payroll policies and practices, including those stated above, after providing prior written notice to employees and in accordance with state law.

SECTION IV - Standards of Conduct

4.1 Equal Employment Opportunity

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

- Race;
- Color;
- Gender (including gender identity and gender expression);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act (“FMLA”), Pregnancy Disability Leave (“PDL”) law, Americans with Disabilities Act (“ADA”), California Family Rights Act (“CFRA”), or the Fair Employment and Housing Act “FEHA”);
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

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

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. ECRCHS then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. ECRCHS 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.

4.2 Professional Boundaries: Staff/Student Interaction Policy

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

Corporal Punishment

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment):

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

B. Examples of PROHIBITED actions (corporal punishment):

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

Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

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

Duty to Report Suspected Misconduct

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

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

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

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

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

Cautionary Staff/Student Behaviors

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

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

Acceptable and Recommended Staff/Student Behaviors

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

4.3 Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

ECRCHS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. ECRCHS's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race; color; gender (including gender identity and gender expression); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

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

ECRCHS 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 Human Resources or designee.

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

Prohibited Unlawful Harassment

Prohibited unlawful harassment may include, but is not necessarily limited to, the following:

- 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

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

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

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

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

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

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults; and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience;

- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct; and
- 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 ECRCHS policy.

4.4 Whistleblower Policy

ECRCHS 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 investigation, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

4.5 Standards of Conduct and Discipline

All discipline will be carried out in accordance with any applicable collective bargaining agreement provisions and/or legal or contractual requirements. For those positions which are at-will in nature, ECRCHS may, in its sole discretion, with or without cause or advance notice utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, release from employment.

All employees are responsible for knowing and abiding by applicable ECRCHS rules and policies. ECRCHS prides itself on its ability to meet high standards of ethical and personal conduct throughout its operations. Therefore, you are expected to maintain the highest ethical standards and perform your duties in good faith and to the best of your abilities at all times when engaged in ECRCHS business.

Where warranted under the circumstances, ECRCHS will seek to use progressive discipline to correct, improve upon, and prevent future recurrences of conduct falling below our standards. At the School's discretion, progressive discipline may proceed along the following line: verbal warning, written warning, conduct evaluation period, suspension with or without pay, demotion, reassignment, and termination. A conduct evaluation period, if instituted for an employee, will be a discretionary set period in which the employee will receive counseling and monitoring by a supervisor with the aim of targeting possible causes and correcting the poor performance. Depending upon the employee's performance during the conduct evaluation period, further discipline or corrective action may occur at the end of the period, including termination.

ECRCHS reserves the right to combine, skip, or reorder any steps in the process depending upon the nature of the offenses and the circumstances. Note that this means that ECRCHS has the right to immediately terminate an employee, without warning or the use of progressive discipline, should the circumstances call for such action. When determining the appropriate discipline for a given instance ECRCHS may consider, at its discretion, any of the following factors, without limitation: the employee's prior history of poor conduct with ECRCHS or prior employers; the employee's work record and level of commitment to ECRCHS goals; the number of repeated instances of the particular offense; the amount of counseling and/or training received in order to prevent such offenses; the impact the offense has on the School's performance or perception in the marketplace; and the level of egregiousness and purposeful intention to violate ECRCHS policy. Note that supervisors and others who fail to report violations or who withhold relevant information concerning a policy violation will be disciplined as is warranted under the circumstances.

At the School's discretion, employees may be disciplined or terminated for violating any ECRCHS policy or rule. Misconduct can take many forms, and it is impossible for us to provide you with a comprehensive list of prohibited behaviors. Therefore, the list below is only illustrative and is intended to give you notice of some of the School's general expectations concerning standards of conduct; ECRCHS maintains the discretion to discipline or terminate employees for engaging in any conduct ECRCHS deems inappropriate. Employees are expected to use

good judgment in all their actions and to consult their supervisors or a human resources manager if there is any doubt as to whether their intended conduct falls below ECRCHS standards.

Examples of misconduct that may result in discipline or termination include, but are not limited to, the following:

- Unsatisfactory job performance, including poor quality or quantity of work.
- Engaging in insubordination or disobedience to the legitimate orders of a supervisor.
- Repeatedly arriving tardy or starting work late.
- Repeated unexcused absences.
- Falsifying time records or failure to accurately record time worked, including time records for another employee.
- Dishonest behavior.
- Illegal discrimination or harassment.
- Disorderly conduct, such as violence or threats of violence or blackmail.
- Violating ECRCHS procedures or instructions.
- Failure to abide by health or safety regulations.
- Intentionally falsifying ECRCHS documents, including ECRCHS records and documents provided by the employee during the hiring process.
- Failure to maintain appropriate boundaries with students, including, but not limited to, the following: communicating on a one-to-one basis by cell phone, text, or other social media rather than in a group context; granting or gaining access to students through social media such as Facebook, Twitter, Instagram, or Snapchat; and otherwise failing to maintain a professional relationship with students.
- Excessive use of obscene, profane, or abusive language.
- Misusing ECRCHS property, including using property without authorization; using ECRCHS property improperly; or damaging, destroying, or stealing property.
- Possession or use of weapons or other dangerous items or materials on ECRCHS property.
- Possession or use of illegal drugs, alcohol, or controlled substances without a valid prescription on ECRCHS property or while engaged in ECRCHS business.
- Failure to disclose conflicts of interests.
- Unauthorized use or disclosure of ECRCHS' confidential information.
- Conviction of a crime that indicates you are unfit to work for ECRCHS or represent a potential threat to ECRCHS personnel or operations.
- Violating applicable laws or regulations in performing your duties.
- Violating any other ECRCHS policy or rule.

Giving and Accepting Gifts

You may not give or accept gifts, services, entertainment, or favors from a ECRCHS competitor, client, customer, supplier, government entity, or other organization which has a business relationship with ECRCHS. However, you may receive gifts that are lawful, customary, and up to maximum value of \$50, when ECRCHS so authorizes in advance. For example, you may accept meals and refreshments of nominal value given in connection with business activities. When in doubt, consult a supervisor, and notify a member of management if you do receive a gift of more than nominal value.

Moreover, employees may receive lawful, customary gifts up to a maximum of \$50 from students or parents/guardians, as long as doing so does not affect, influence, or can otherwise be construed to affect or influence, a student's grade or involvement in any school-related activity.

4.6 Off-Duty Conduct

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

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

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

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. ECRCHS 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.

4.7 Internal Promotions and Transfers

ECRCHS may choose to initiate promotions or transfers of employees between different positions and locations in order to meet the School's various business needs. Employees who feel that they are well qualified are also encouraged to apply for job vacancies that become available. However, you must notify your supervisor if you apply for a position. ECRCHS prefers to promote from within unless it decides that hiring outside the organization is advisable. Employee candidates may be subject to the same hiring interviews, tests, and other processes as outside applicants. At all times ECRCHS retains discretion to hire outside candidates and make exceptions to this promotions and transfers policy.

4.8 Dress Code

Employees are expected to maintain a clean, orderly, and well-groomed appearance. Specific dress standards will vary depending on the position and responsibilities of each employee. Ask your supervisor if you are unsure as to what is appropriate for an occasion. Employees displaying improper dress or appearance will be notified. Repeated inappropriate appearance is grounds for discipline. Management will determine what is considered "appropriate" dress and appearance.

4.9 Safety

Each employee is tasked with helping maintain a safe work environment and complying with all safety and health laws and regulations. Employees must report all injuries, accidents, illnesses, safety hazards, and health concerns that they experience or observe to the Business Office or another supervisor. Failure to abide by ECRCHS safety policies or to report unsafe conditions may result in discipline.

The Occupational Safety and Health Act (OSHA) is a federal law requiring that we maintain records of all work-related accidents and illnesses. You are required to submit an incident report to Human Resources for all accidents, illnesses, or unsafe working conditions that an employee suffers or witnesses while on the job, no matter how small. The Business Office may prescribe a standardized incident report form for you to use. Failure to complete an incident report may result in discipline or prevent your ability to receive worker's compensation and other benefits.

Contact your manager if you or another co-worker is injured on the job. If necessary, contact emergency medical assistance.

Fire Safety

Employees are required to know and observe OSHA regulations, including helping prevent fires and maintain safe practices for avoiding fires in the workplace. Do not block access to any fire exits, doorways, windows, or fire extinguishers. Please keep all flammable materials stored in covered metal containers.

4.10 Workplace Bullying

ECRCHS employees are to be treated with courtesy and respect at all times. Bullying through repeated inappropriate abuse of another will not be tolerated in the workplace, whether physical, verbal, or otherwise. Examples of bullying include, but are not limited to, pushing, physical assault, threats, insults, ridiculing,

humiliating, and slandering. If you are a victim or witness of bullying, report it to your manager immediately. Communications regarding bullying and any resulting investigations will be kept as confidential as possible under the circumstances. Retaliation against those who report instances of bullying is prohibited. Violations of this policy will result in discipline and possible termination.

4.11 Workplace Violence

ECRCHS does not tolerate violence or dangerous behavior of any kind in the workplace, whether through physical abuse, threats, intimidation, coercion, stalking, or otherwise. Please report all incidents of direct or indirect violence or dangerous behavior to your manager as soon as possible. Reporting incidents and concerns early can help prevent a situation from escalating and becoming even more dangerous. Those who report workplace violence may not be disciplined or retaliated against. Never attempt to handle a potentially dangerous situation yourself.

Reports of violence or dangerous behavior will be promptly investigated. Identities of those involved will be kept as confidential as is possible under the circumstances. Those suspected of violence or dangerous behavior may be suspended during the investigation, with or without pay, in order to maintain safety in the workplace. If found guilty of violence or other dangerous behavior, including threats of violence, you may be disciplined and terminated at the School's discretion.

4.12 Drug-Free Workplace

The School's drug and alcohol policy applies to all employees and applicants for hire and is designed to identify and correct instances of substance abuse in the workplace. The Executive Director is responsible for implementing and enforcing this policy.

Drug and alcohol abuse are serious threats to ECRCHS operations and success, not to mention employee health and safety. In order to provide a safe and productive workplace, employees are prohibited from consuming, possessing, selling, or purchasing illegal drugs at any time on ECRCHS property or while engaged in ECRCHS business. Likewise, employees may not consume alcohol at any time on ECRCHS property or while engaged in ECRCHS business, except for reasonable and moderate alcohol consumption during ECRCHS business and social events. Additionally, employees may not have any detectable amount of alcohol or illegal drugs present in their bodily systems at work. The prohibitions in this policy apply whether employees are at a work facility, operating a ECRCHS vehicle, or conducting off-site work.

A drug is considered illegal if it is illegal to possess or obtain or is legal to possess but has been obtained illegally, such as possessing prescription drugs without a valid prescription. This policy does not prohibit employees from lawfully possessing and using prescribed drugs. However, employees with valid prescription drugs are prohibited from abusing such drugs by consuming them in excess of the prescribed amounts or from consuming prescribed drugs that impair their ability to safely perform their duties. ECRCHS reserves the right to require employees taking prescribed drugs to produce proof that they possess valid prescriptions. Consult a doctor if you are unsure as to the potential effects of any prescribed drugs you take. You are responsible for notifying your supervisor if any prescribed drugs you take may impair your ability to work safely or perform your duties effectively.

Any violation of this policy can result in disciplinary action and possible termination, even for an employee's first offense. We encourage you to seek help if you have developed an addiction or dependence on drugs or alcohol. ECRCHS will make reasonable efforts to accommodate employees who voluntarily seek help, whether through counseling, rehabilitation, or another type of assistance program. As warranted under the circumstances, such employees may be allowed to use paid time off, referred to treatment programs, placed on leaves of absence, or otherwise accommodated as required by law. Before returning to their prior work status, such employees may be required to provide proof that they have successfully completed their treatment program and submit to testing to ensure they can perform their duties safely.

Drug Testing

In order to maintain a safe and productive workplace, ECRCHS may conduct drug or alcohol testing of any employee where circumstances or job responsibilities justify such testing. Regardless of job responsibilities, employees may be required to submit to drug or alcohol testing when circumstances warrant, including, but not limited to, the following:

- When applying for a position and before receiving a job offer.
- When the employee's supervisor reasonably suspects, based on the supervisor's personal observations, that the employee is under the influence of illegal drugs or alcohol during work hours.
- After violating a safety policy or rule or being involved in a serious accident that causes damage to anything on ECRCHS property, including that employee or another employee.

Employees will receive their normal pay for time spent undergoing testing, but may be suspended pending the results of the test, with or without pay. Should the results prove negative, employees suspended without pay are entitled to receive back pay.

Employees testing positive or refusing to submit to testing under any of the circumstances stated in this policy are subject to discipline and possible termination. Information related to drug and alcohol tests, addictions, and dependencies, including medical information, will be kept strictly confidential to the extent required by law and separate from the normal employee file.

Supervisors must consult a human resources manager before requiring an employee to submit to testing when the employee is reasonably suspected of being under the influence of illegal drugs or alcohol or possessing, selling, or distributing illegal drugs during work. Applicants testing positive will be disqualified from consideration for all job vacancies. Supervisors or management may contact law enforcement where appropriate when they reasonably suspect criminal activity.

4.13 Searches

ECRCHS reserves the right to conduct searches and inspections of ECRCHS property and any items on ECRCHS premises, including personal items owned by employees brought on the premises such as bags, vehicles, and other containers. ECRCHS may search or inspect any part of its premises or property, including items provided to employees for their use, such as lockers, desks, cabinets, and drawers. Searches for illegal drugs, alcohol,

paraphernalia, and other items possessed illegally may be conducted at any time, either with or without notice. Any illegal items ECRCHS confiscates will be turned over to the appropriate law enforcement agency. Employees who fail to fully cooperate in all searches or inspections are subject to discipline.

4.14 Smoke-Free Workplace

In conformance with state law, ECRCHS prohibits smoking on all ECRCHS premises, including inside and outside on all areas on ECRCHS premises, during off-site ECRCHS meetings and events, and inside ECRCHS vehicles. This policy applies to all employees, contractors, visitors, and other persons that are present on ECRCHS premises or any other place where smoking is prohibited by this policy. "Smoking" is defined as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." "Smoking" also includes the use of electronic cigarettes ("e-cigarettes").

4.15 Computer and Electronic Communication Policy

All employees must use computers and other forms of electronic communication in an ethical and professional manner at all times. This policy is designed to guide you in your use of computers and other electronic communication devices on behalf of ECRCHS, including all electronic communication devices owned or leased by ECRCHS, used or accessed on ECRCHS premises, used for or on behalf of ECRCHS, or used to create content identifying or associated with the School's business operations. Consult a supervisor or a human resources manager if you have questions or concerns related to this policy.

An "electronic communication" is any digitally- or electronically-stored or transferred information using an electronic device, and includes use of computers, email, internet, telephones, fax machines, and any other electronic device. All electronic communications and information you may create on ECRCHS premises or otherwise on behalf of ECRCHS are the sole property of ECRCHS, not you, and should only be created or used for the School's best interests and never for personal use. This includes all digital files, software, and hardware you may create. You have no right to privacy in your electronic communications created on behalf of ECRCHS or using ECRCHS property.

ECRCHS has the right to override your personal passwords in order to gain access to digitally stored information owned by ECRCHS. ECRCHS may also keep a record of the passwords you use to gain access to ECRCHS' electronic communications. Take care to not transmit or store your own sensitive personal information using or on ECRCHS property. ECRCHS routinely monitors your use of its electronic devices. We may access all ECRCHS-owned electronic communications, including emails, internet posts, text messages, voicemails, blogs, and "tweets." You will be subject to discipline if found to be using or creating ECRCHS-owned electronic communications or devices in an inappropriate or illegal manner.

Employees may only access the School's electronic communications and devices that they have been granted access to. This means you may not access electronic communications restricted to management, other employees, or third parties without prior authorization.

Employees must use the School's electronic communications and devices in strict compliance with the confidentiality policy described herein. Take care not to disclose confidential information to inappropriate persons or without authorization via the School's electronic communications or devices, especially when sending emails

to outside parties. ECRCHS may use its electronic communications and devices according to the needs of the business and applicable law.

The School's electronic communications and devices may not be used to create or display anything that might disparage or negatively impact the School's public image or reputation or that would otherwise be contrary to the School's best interests. In addition, employees using the School's electronic communications and devices are prohibited from the following:

- Engaging in discriminatory, harassing, obscene, or illegal conduct;
- Engaging in copyright, trademark, or other intellectual property infringement;
- Accessing electronic communications that an employee is restricted or prohibited from accessing; or
- Otherwise violating ECRCHS policy.

Employees may only use the School's electronic communications or devices for business purposes, not personal use. Accessing internet websites not for business purposes or accessing personal email during work is prohibited. Additionally, you may not install personal software on ECRCHS electronic devices or systems. You may only use your personal electronic devices while on break. Note that illegally duplicating ECRCHS software may result in civil liability against you and ECRCHS.

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 ECRCHS email account.

You must also take care to not use the School's electronic communications or devices in any way that disrupts the ability of others to use them. Be wary of suspicious emails, emails from unknown parties, and pop-ups and downloads from sites that are not trusted. Contact a manager if you become aware of any virus on a ECRCHS device or think you may have downloaded a virus accidentally.

4.16 Social Media

Utilization of social media is a powerful way to market ECRCHS, influence its reputation, and engage with the community and public at large. While we encourage your support of ECRCHS through your use of social media, please use sound judgement when deciding whether or not a post or social commentary is in the best interest of ECRCHS.

Social media refers to any social interaction via the internet or similar platforms, such as Snapchat, YouTube, Facebook, Twitter, LinkedIn, Instagram, blogs, forums, and other online communities or sites accessible to the public or outside parties. When using social media please conduct yourself in a professional and courteous manner at all times and respect the views of others, as your statements may reflect on the School's reputation and public image. Take care to distinguish any personal opinions you may have from those of ECRCHS. For instance, by inserting, "The opinions I have included here are my own and do not necessarily represent the opinions of my employer," into your social media account's biography section.

Employees are prohibited from creating content on social media that could be considered discriminating, harassing, or obscene, or that may damage the School's reputation or public image. Employees are prohibited from posting photos of students without the approval of the students' parents/guardians. Employees also may not use social media for personal use during work. ECRCHS may monitor your use of social media and may ask you to delete or change any ECRCHS-related content found to be inappropriate or not in the School's best interest.

Employees are also prohibited from representing themselves as official representatives or agents speaking on behalf of the School, including by creating social media sites or content that uses the ECRCHS name or any portion thereof, without the express written approval of administration. By way of example only, employees may not create a Facebook page titled "El Camino Real News" in order to disseminate and publish their own opinions and viewpoint. Violation of this provision may lead to discipline, up to and including termination of employment.

4.17 Personal Phone Calls and Cell Phone Use

Making personal phone calls or using your cell phone during work can be disruptive to others and interferes with employee productivity. Therefore, employees should not make personal phone calls or use their cell phones during work except during breaks, emergencies, or on rare occasion to handle pressing personal matters. ECRCHS retains the right to outright prohibit all personal calls and cell phone use and supervisors may prohibit personal calls for individual employees who abuse the privilege.

Keep your cell phones silenced or on low volume at all times during work so that you do not disturb others. When making personal calls, keep your voice at a low volume and move away from others if possible.

Any employee who receives a ECRCHS-issued cell phone must not use it to make personal calls. ECRCHS-issued cell phones will remain the School's exclusive property and must be returned at the end of your employment.

4.18 ECRCHS Equipment and Property

Any equipment that ECRCHS issues to employees will remain the School's sole property and must be returned promptly at the end of employment. ECRCHS-issued equipment may include cell phones, laptops, vehicles, and other items. You are responsible for performing regular maintenance, following all operating instructions and safety guidelines, and not damaging or destroying any ECRCHS equipment or property you receive or use during the course of your employment. Please notify your supervisor immediately if you discover any ECRCHS equipment or property that is damaged, defective, hazardous, or in need of repair. Ask your supervisor if you have questions or concerns regarding proper operation or maintenance of ECRCHS equipment or property.

Employees who handle ECRCHS equipment or property improperly, negligently, or in an unsafe manner may be disciplined, and employees may be required to reimburse ECRCHS for damages they cause directly or indirectly to ECRCHS property.

4.19 Parking

Employees may park in the faculty lot or on the streets around the school where parking is legal. Employees are not to loiter, litter, smoke, play radios, etc., in the parking lot or surrounding streets. Employees are expected to follow safe driving practices at all times. ECRCHS assumes no liability for any damage done to or loss of vehicles

parked on or near its campus; employees park at their own risk. Illegally parked cars may be towed at owner's expense. ECRCHS reserves the right to revoke parking privileges at any time, at its sole discretion.

4.20 Solicitations in the Workplace

Soliciting for causes and distributing non-work-related materials in the workplace may cause disruptions and interfere with productivity. Employees and nonemployees are prohibited from solicitation and distributing or posting literature or other materials in the workplace without prior authorization. This includes things such as requesting donations and funds, selling products or services, gathering signatures, promoting organizations, posting on bulletin boards, sending non-work-related emails, and posting solicitations on ECRCHS online spaces. ECRCHS may make limited exceptions to this policy for charitable activities, community organizations, or ECRCHS-sponsored events and organizations.

SECTION V - Employee Benefits

5.1 Benefits Generally

In addition to benefits required by state and federal law, full-time employees (as defined above) may become entitled to a range of benefits offered by ECRCHS. ECRCHS reserves the right to alter, supplement, amend, or end employee benefits at any time. Official benefits plans and documentation contain many terms and conditions. The policy below is only intended to outline general guidelines and procedures ECRCHS follows with regard to its benefits. However, specific benefits are governed by ECRCHS plan documents and other official benefit documentation, which is controlling over this policy, and any statement in the below policy that contradicts or does not align with official benefit documentation shall be considered void. Therefore, be sure to consult official documentation specific to benefits and/or a supervisor if you have any related questions or concerns.

Your eligibility for benefits that ECRCHS may offer is contingent on many factors including employee status and performance as well as ECRCHS performance and profitability. Speak to your supervisor or the Business Office if you are unsure as to which benefits you are or may become eligible to receive.

5.2 STRS/PERS

Certificated Employees: STRS

All eligible certificated employees (as defined by law) will participate in the State Teachers' Retirement System ("STRS"). Employees will contribute the required employee percentage, and ECRCHS will contribute the employer's portion. All withholdings from employees and from ECRCHS will be forwarded to the STRS fund as required. Employees will accumulate service credit years in the same manner as all other members of STRS. STRS contributions will be reported through LACOE.

Classified Employees: PERS

All classified employees (as defined by law) will participate in the Public Employees' Retirement System ("PERS"). Employees and ECRCHS will contribute the required rate as designated by PERS. All withholdings will be forwarded to the PERS fund as required. Employees will accumulate service credit years in the same manner as all other members of PERS. Social Security payments will be contributed for all qualifying PERS members.

Other Employees

If eligible and economically feasible, ECRCHS will continue to participate in the Public Agency Retirement System ("PARS") for employees who are not eligible to participate in PERS/STRS.

5.3 Medical and Dental Insurance

An employee is eligible to receive medical insurance if he or she is a regular employee working for the School at least thirty (30) hours per week. Employees may also become eligible to receive dental insurance.

These benefits are governed by the official benefit documentation plans and are the same as those benefits offered to the teaching staff. Contact the Business Office to review the plans should you have any questions or concerns regarding eligibility or coverage.

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.

5.4 COBRA

When coverage under the School's health plan ends, employees or their dependents may continue coverage in some situations.

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

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

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

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

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

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

ECRCHS 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, divorces or legally separates, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member is responsible for notifying

the School within thirty (30) days of the event. ECRCHS will then notify the employee or his/her dependents of the employee's rights.

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

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

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- ECRCHS 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.

5.5 Worker's Compensation

ECRCHS, 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 you receive any worker's compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to Human Resources;
- 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 your health care provider regarding the need for workers' compensation disability leave as well as your 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. ECRCHS, with the help of its insurance carrier, has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of Emergency Medical Services ("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 Human Resources and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries will 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.

5.6 State Disability Insurance

Classified employees may become eligible to qualify for disability insurance offered through the State of California. This provides employees with supplementary income in the event that they suffer an illness or accident resulting in a disability that prevents them from performing their job.

The California Employment Development Department ("EDD") is solely responsible for determining eligibility for state-issued disability benefits. Please contact the EDD should you have any questions or concerns regarding disability benefits.

5.7 Social Security

Classified employees and ECRCHS contribute to the federal government's Social Security Program. This program is designed to provide employees with benefits when they retire, become disabled, or are unemployed. Contact the Business Office should you have any questions or concerns regarding Social Security contributions.

5.8 Unemployment Insurance

ECRCHS pays taxes toward unemployment insurance in accordance with federal and state law. This provides you with supplemental income should you become unemployed through no fault of your own and also meet certain other eligibility requirements.

The EDD is solely responsible for determining eligibility for unemployment insurance. Please contact the EDD should you have any questions or concerns regarding unemployment insurance.

5.9 Flexible Spending Account

Eligible employees who wish to do so may set up flexible spending accounts ("FSA"). These are accounts regulated under IRS Code Section 125 that allow employees to withhold a portion of their salary on a pre-tax basis to cover the costs of: medical, dental, and vision insurance; qualifying insurance premiums; co-payments; out-of-pocket insurance expenses; dependent care expenses, such as daycare; and other qualifying expenses.

If enrolled, you will be able to specify the amount you wish to deduct from your salary to contribute to your FSA. Until further notice, you are able to withhold an annual maximum of up to \$2,600 for yourself and any dependent to cover eligible medical costs. You will forfeit any unused funds remaining in your FSA at the end of the plan year. Contact the Business Office to review the official benefit documentation plan or should you have any questions or concerns regarding eligibility.

5.10 Tuition Reimbursement

The tuition reimbursement program aims to encourage non-teaching staff (i.e., those who are not subject to a collective bargaining agreement) to gain new workplace skills. In order to be eligible for tuition reimbursement, all classes must be pre-approved for reimbursement prior to a reimbursement submission and ideally prior to enrollment if the intention is to receive reimbursement for the cost of an educational program, courses, or classes. Tuition will be subsidized at the following rates for staff who do not receive additional compensation tied to units when s/he takes approved courses in education, business, or technology.

ECRCHS offers the following:

- 100% of the cost of tuition for up to one (1) class per quarter (for a total of four (4) courses per year) at UCLA Extension. As ECRA has a special agreement with UCLA Extension, ECRA pays for these classes directly and there is no employee reimbursement required.
- \$700/class for non-UCLA Extension courses with a \$1,400 cap for any one (1) academic period and a \$2,800 cap per calendar year. Employees must submit an expense report with supporting documentation (e.g., tuition bill).

All classes must be taken for a letter grade or pass/fail. A grade must be provided at the end of the course. A grade other than “C” or better, a “Pass,” or the failure to report a grade, will prevent the employee from taking another subsidized class for twelve (12) months.

5.11 Retiree Benefits

ECRCHS is committed to maintaining a retiree health benefits program (understanding that some possible modifications may need to occur to the requirements regarding the eligibility of future employees depending on the funding model and size of ECRCHS, as well as actuarial projections). To that end, ECRCHS has already committed to setting aside \$1.2 million per year to an irrevocable trust to ensure future coverage of retiree health benefits similar to or better than contemporaneous benefits offered by LAUSD to its retirees during the same period. For a full description of benefits and eligibility criteria, please contact the Business Office.

SECTION VI - Time Off, Leaves of Absence, and Work Calendars

6.1 Work Calendar

Please refer to the calendar below which delineates work day allotments for all employee categories, referred to within the calendar as A, B, C, E, or E+ “basis.” Employees who are unsure or unclear of which employment basis categorization relates to their employment, should contact Human Resources to request clarity.

6.2 Holiday Time Off

Most employees will receive twelve (12) paid holidays per year. To receive a paid holiday, an employee must be on paid status both before and after the occurrence of a holiday.

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Two (2) other holidays to be scheduled at the discretion of ECRCHS.

Eligible employees will receive pay for time off during these holidays calculated at each employee's base pay rate multiplied by the number of hours the employee would have worked if not absent. ECRCHS may require you to work on observed paid holidays, as needed. Eligible non-exempt employees who are approved to work on the School's observed paid holidays will be paid at their normal base pay rate for hours worked in addition to receiving holiday pay. ECRCHS will provide employees with prior notice of the dates designated for the additional, School-assigned holidays. ECRCHS will observe any holidays that may fall on a weekend on the closest business day either preceding or following such holiday. When possible, ECRCHS will attempt to make reasonable accommodations for employees who request time off to observe other religious holidays, including possibly allowing substitution of vacation leave or unpaid personal leave.

6.3 Requesting Leave

ECRCHS' operations rely on having a dependable and consistent workforce. However, we understand that circumstances will sometimes require employees to take time off work. Eligible employees are entitled to various types of leave that are either mandated by law or offered by ECRCHS on a discretionary basis. Unless a specific type of leave in this policy provides a different notice time or otherwise required by law, employees must provide at least **ten (10) days' advance notice** prior to taking planned leave. If the need for leave is unforeseeable, you must give notice as soon as possible under the circumstances.

Employees must properly submit all requests for leave within the notice period required and receive authorization prior to taking the time off work. Unless required to authorize the leave by law, ECRCHS will grant leave requests based upon ECRCHS needs and its ability to absorb the missed work. Unless otherwise noted or required by law, regular full- and part-time employees who receive paid time off will be paid at their normal base pay rate for the hours absent. If you are unsure as to which types of leave you are eligible to receive, consult the Business Office.

6.4 Vacation Leave

The amount of vacation leave employees receive (based upon their work calendar) is based on the employee's years of service at ECRCHS and the employee's employment status. Accrual of vacation leave is set forth in the applicable employment agreement or offer letter.

Vacation leave will be paid at an employee's base pay rate multiplied by the number of hours the employee would have worked if not absent. Unused vacation leave remaining at the end of the year will be carried over to the following year. Vacation days may be carried over up to one-and-a-half times the annual rate; when the maximum is reached, vacation days will no longer accrue until vacation time is used. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap. Vacation time must be taken by eligible employees in minimum increments of one (1) hour.

In the event that a holiday occurs during an employee's scheduled vacation leave, that day will be treated as holiday time off instead of vacation leave. Upon proper notice and request, ECRCHS may approve employee requests for unpaid vacation leave. ECRCHS will try to accommodate requests for vacation leave when possible, but ECRCHS has the right to disapprove any requests that may interfere with or negatively impact its operations. Employees will be paid for any accrued unused vacation leave remaining upon termination.

6.5 Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, ECRCHS 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 any individual related by blood or affinity whose close 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 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 salaried and hourly ECRCHS employees. Eligible employees shall accrue sick leave as follows:

- Full-time employees working twelve (12) months per year may accrue up to 13 sick days per year. Unused, accrued sick leave for these employees shall carry over from year-to-year.
- Any full-time employee working less than twelve (12) months per year and all eligible part-time employees will accrue .05 sick hours per hour worked, including vacations, holidays (overtime). Unused, accrued sick leave for these employees shall carry over from year-to-year.

Any additional sick time taken outside of this annual allotment will be compensated at half pay, up to a maximum of one hundred (100) sick days including the original allotment.

- Example: Sarah is a full-time employee who works twelve (12) months a year. She receives thirteen (13) sick days per year, but must be absent from work for one hundred ten (110) days during the year due to an unforeseen illness. Per the School's sick leave policy, Sarah will receive full payment for the first thirteen (13) days, fifty (50%) of total payment for the next eighty-seven (87) days, and no payment for the remaining ten (10) days of her absence.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Full-pay sick leave benefits must be used before available half-pay benefits may be used. Sick leave must be taken by eligible employees in minimum increments of one (1) hour. No employee will receive pay in lieu of sick leave under any circumstances, and employees will not be paid for any accrued but unused sick leave upon separation from employment. In the event that a holiday occurs during an employee's sick leave, that day will be paid as holiday time off instead of sick leave.

Reasonable documentation of the employee's illness and/or medical certification of his or her fitness to return to work satisfactory to ECRCHS may be required before the School honors any sick leave requests. Inability or refusal to provide such documentation is cause for ECRCHS to deny a sick leave request. ECRCHS will not tolerate abuse or misuse of an employee's sick leave privilege.

Employees may request paid sick days either in writing or verbally. Upon proper notice and request, ECRCHS may approve employee requests for unpaid sick leave.

6.6 Personal Necessity Leave

There may be times when it is necessary to be absent from work for reasons other than those covered by other leave provisions. To this end, ECRCHS provides its full-time employees with up to six (6) days a year for personal necessity leave ("PNL") time. Note that PNL days taken are charged against sick leave time. However, if an employee has used his or her allotment of full pay sick leave, requests for PNL may be denied by the employee's supervisor.

If it is necessary to request PNL, the employee must notify his or her supervisor at the earliest possible opportunity. PNL, however, will not be granted during a vacation or other leave of absence, nor will it be granted during a strike, demonstration, or other such work stoppage. Employees will be required to sign and file a statement explaining the nature of the necessity before it is approved; in those instances where the need for PNL was unexpected, you must submit a written statement as soon as possible after the need arises. ECRCHS reserves the right to approve or deny a request for PNL should it interfere with or negatively impact its operations.

6.7 Family Care and Medical Leave

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

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee to FMLA Leave

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
 - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
4. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.

- Amount of FMLA Leave Which May Be Taken

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

- Pay during FMLA Leave

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

- Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA

leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

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

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

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

- Seniority

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

- Medical Certifications

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

4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.
- Procedures for Requesting and Scheduling FMLA Leave
 1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to Human Resources. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.
 2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which 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 leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
 - Return to Work
 1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.

2. When a request for FMLA leave is granted to an employee (other than a “key” employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Limitations on Reinstatement

1. ECRCHS may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to the School’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of the School’s employees within seventy-five (75) miles of the employee’s worksite.
2. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- Employment during Leave

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

6.8 California Paid Family Leave

The California Paid Family Leave (“PFL”) insurance program is administered by the California Employment Development Department (“EDD”) and provides up to six (6) weeks of paid leave to care for a seriously ill child, spouse, parent, or registered domestic partner, or to bond with a new child. Please contact the EDD should you have any questions regarding your eligibility for PFL and the amount of benefits you may receive.

6.9 Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as

needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four (4) months total. “Four months” means the number of days the employee would normally work within four (4) 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 accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

ECRCHS 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. ECRCHS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

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

- Seniority

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

- Medical Certifications

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

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and

submitting it to Human Resources. An employee asking for a Request for Leave form will be referred to the School's pregnancy disability leave policy.

2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

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

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

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

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

- Employment during Leave

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

6.10 Military and Military Spousal Leave of Absence

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

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

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

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

ECRCHS 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 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.

6.11 Industrial Injury Leave (Worker's Compensation)

ECRCHS, 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 you receive any worker's compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to the Executive Director;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Executive Director; and
- Provide the School with a certification from your health care provider regarding the need for workers' compensation disability leave as well as your 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. ECRCHS with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

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

6.12 Bereavement Leave

Eligible employees are entitled to up to three (3) days' paid leave to attend the funeral or otherwise deal with the death of an immediate family member. "Immediate family members" include an employee's spouse/domestic partner, child (biological, adopted, foster, stepchild, or otherwise), parent, sibling, grandparent, or grandchild. In addition, if travel of more than 200 miles one-way is required to attend the funeral or otherwise deal with the death of an immediate family member, an additional two (2) days' paid leave shall be granted. Bereavement leave will be paid at an employee's base pay rate multiplied by the number of hours that the employee would have worked if not absent. You should notify your supervisor immediately if you wish to take bereavement leave. An employee may, with his or her supervisor's approval, use any available vacation for additional time off as necessary. ECRCHS may request verification of the facts surrounding the requested leave.

6.13 Jury Duty

Employees are obligated to perform jury service at the request of local courts. Employees must present the questionnaire or summons notice as soon as possible to their supervisor to determine what arrangements can be made to avoid excessive work disruptions. Full-pay for up to twenty (20) days is allowed while on jury service if you are a regular employee. As a condition for paid absence, employees must seek postponement of the jury service so that it can be performed during the employee's recess or at other times convenient for the School. Based on individual circumstances of the Executive Director may waive the twenty (20) day limit. You must repay ECRCHS an amount equal to the compensation you received as a juror, exclusive of mileage, for any dates that you received pay as an employee. Jury duty time off will be paid at an employee's base pay rate multiplied by the number of hours the employee would have worked if not absent. If an employee receives health insurance benefits, such benefit will normally be maintained during jury duty.

Employees must promptly report to work whenever their jury duty schedule does not conflict with their work schedule. Time off for jury duty should be reported and appropriately logged in each employee's time records. Notify your supervisor that you have been selected for jury duty as soon as possible.

6.14 Voting Leave

ECRCHS encourages employees to fulfill their civic duty to vote in elections. If possible, employees must vote outside of work hours either before or after their scheduled shifts. When this is not possible due to scheduling conflicts, employees will receive up to two (2) hours of paid leave 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. Voting leave will be paid at an employee's base pay rate multiplied by the number of hours the employee would have worked if not absent, up to the two (2) hour maximum. Time off to vote should be reported and appropriately logged in each employee's time records. When possible, an employee requesting time off to vote shall give the Executive Director at least two (2) days' notice.

6.15 School Appearance and Activities Leave

As required by law, ECRCHS 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 child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of ECRCHS, the employee who first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

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

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

6.16 Bone Marrow and Organ Donor Leave

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

An employee must first use 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.

6.17 Victims of Abuse Leave

ECRCHS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.

- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide ECRCHS 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 ECRCHS one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

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

SECTION VII – 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 Executive Director or Board of Directors to express their work-related concerns.

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

Internal Complaints

(Complaints by Employees Against Employees)

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

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

1. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Executive Director or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Executive Director, the complainant may file his or her complaint in a signed writing to the Chair 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 Chair or investigator will report his or her findings to the Board for review and action, if necessary.

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

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

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

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

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

General Requirements

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

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

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

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.

ECRCHS 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: _____

Print Name

Received by: _____

Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur?

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____ Date: _____

EMPLOYEE ACKNOWLEDGMENTS

I, the undersigned employee, understand and acknowledge the following:

- **That I have received a copy of this Employee Handbook identified with a revised date of July 27, 2017, and that it is my responsibility to read and be aware of, and comply with, ALL policies contained in it and any official notices that supersede it, including, but not limited to, policies on Child Abuse and Neglect Reporting, confidentiality, health, safety, anti-harassment, discrimination, and drugs and alcohol.**
- That this Employee Handbook contains important ECRCHS policies that directly affect many aspects of my employment. It is essential that I have a full understanding of these policies, and I will consult the Business Office if I do not have a full understanding of any policy herein or if I have any questions or concerns related to these policies.
- That, unless expressly stated to the contrary in a written employment agreement between myself and ECRCHS, **this is an at-will employment relationship, and as such, either ECRCHS or I may terminate this agreement at any time, with or without cause or notice, as permitted by law.** Nothing in this Employee Handbook is intended to modify my at-will employment relationship with ECRCHS.
- That **this is not a contract of employment or a guarantee of a continued employment relationship for any period of time.**
- That this Employee Handbook and the policies contained herein modifies, supersedes, and revokes any and all prior policies, procedures, practices, and oral or written representations to the contrary or that are otherwise inconsistent with its terms.
- That ECRCHS reserves the right to change, remove, or add to the policies herein at any time by providing official notices to me or posted in a conspicuous place in my work setting designated for such purposes. Any such official notices will modify, supersede, and revoke any existing notices that are inconsistent with them. Furthermore, ECRCHS reserves the right to change its implementation, interpretation, or application of the policies and procedures herein at any time. Any such changes shall be consistent with any applicable collective bargaining agreement provisions and other legal requirements.
- That in the event that any of the terms or provisions of this Employee Handbook, including this Employee Acknowledgment, are declared invalid or unenforceable by any court of competent jurisdiction or any federal or state entity having proper jurisdiction over the subject matter herein, the remaining terms and provisions that are not effected thereby shall remain in full force and effect and employees will be afforded all rights required by law. Furthermore, in such event, ECRCHS will provide employees with substitute terms and provisions for those declared invalid once it becomes aware of their invalidity.

I sign in acknowledgment of, and agreement with, the above provisions.

Employee Signature: _____ Date: _____

Printed Name: _____ **TO BE PLACED IN EMPLOYEE FILE**