



Community School for Creative Education

CSCE Board Meeting

Date and Time

Wednesday August 9, 2023 at 6:00 PM PDT

Location

Community School for Creative Education
2111 International Blvd.
Oakland, CA 94606

Join Zoom Meeting

<https://us06web.zoom.us/j/83856250522?pwd=OUM0VGwxTVpSQ245ZzdGRnhBQWxjUT09>

Meeting ID: 838 5625 0522

Passcode: CSCE2111

Martha Candido

22241 S Garden Ave Apt. 4, Hayward CA 94541

Dr. Allegra Alessandri Pfiefer

1430 N St., Sacramento CA 95814

William Kappenhagen

952 Sutter Street, SF, CA 94109

Dr. Anastasia Prentiss

3153 61st Ave., Oakland, CA 94605

Rudolf Steiner, Motto of Social Ethics, 1920 (at end of first full year of first Waldorf School founded 1919)

The healing social life is found when in the mirror of each human being the whole community finds its reflection, and when in the community the strength of each one is living.

La vida social saludable se encuentra cuando en el espejo de cada ser humano la comunidad entera se encuentra reflejada y en la comunidad vive la virtud de cada uno.

尋找到健康之社交生活, 就是當每個人對著鏡子 能從整個社區的影像中找到自己的反映, 這樣在社區內每人都能活出精彩。

Heilsam ist nur, wenn Im Spiegel der Menschenseele sich bildet die ganze Gemeinschaft Und in der Gemeinschaft Lebet der Einzel Seele Kraft

Objective and 5 BIG GOALS

CSCE annual objective is reaching 80% proficiency in ELA and Math for all student groups grades 3-8 measured by NWEA MAP.

To achieve this school-wide objective over the next two years, the CSCE has FIVE BIG GOALS

Goal #1: Develop Waldorf-inspired, Common Core-aligned and equity-focused curriculum;

Goal #2: Test and document Waldorf-inspired, Common Core-aligned practices as measured in student and adult learning outcomes;

Goal #3: Maintain a well-operated school environment in Operations, HR and Budget;

Goal #4: Maintain effective community outreach (including parents, community partners, policy and research community); and

Goal #5: Launch long-term fundraising strategy for scale-up with financial stability

BOARD MEMBERS

1. Adrienne Barnes
2. Allegra Alessandri
3. Anastasia Prentiss
4. Grace Pang
5. Lesbia Morones
6. Martha Candido

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
A. Record Attendance		Anastasia Prentiss	2 m
B. Call the Meeting to Order		Anastasia Prentiss	2 m
C. Agenda Approval	Vote	Anastasia Prentiss	3 m
D. Public Comment	Discuss	Anastasia Prentiss	5 m
II. Consent Agenda			6:12 PM
A. Approve Minutes - Wednesday, August 2, 2023	Approve Minutes	Anastasia Prentiss	2 m
B. July Check Register	Vote	Anastasia Prentiss	2 m
III. Academic Excellence			6:16 PM
A. Head of School Report	FYI	Phillip Gedeon	15 m
B. Independent Study Plan 23-24	Vote	Kimberly Palmore	5 m
C. Enrollment & Recruitment Plan	Discuss	Anastasia Prentiss	30 m
IV. Development			7:06 PM
A. 23-24 Fundraising Plan	FYI	Kimberly Palmore	10 m
V. Finance			7:16 PM
A. 23-24 Fiscal Policies & Procedures	Vote	Kimberly Palmore	10 m
B. Compensation Study Faculty & Staff	FYI	Kimberly Palmore	20 m
VI. Governance			7:46 PM
A. 23-24 Family Handbook	Vote	Phillip Gedeon	10 m
B. 23-24 Employee Handbook	Vote	Kimberly Palmore	5 m

	Purpose	Presenter	Time
C. 23-24 Medical Benefits Renewal	Vote	Kimberly Palmore	5 m
D. 23-24 COVID Safety Plan	Vote	Kimberly Palmore	5 m
E. 23-24 Self-Harm Policy	Vote	Kimberly Palmore	5 m
F. 23-24 Title IX Policy	Vote	Kimberly Palmore	5 m
G. 23-24 Suicide Prevention Policy	Vote	Kimberly Palmore	5 m
H. 23-24 Student Free Speech Policy	Vote	Kimberly Palmore	5 m
VII. Closed Session Item			8:31 PM
A. Public Employment (§ 54957) Title: Head of School & Director of Finance & Operations	Vote	Bill Kappenhagen	30 m
VIII. Open Session Report Out Item			9:01 PM
A. Head of School & Director of Finance & Operations 2023-2024 Report Out	Vote	Bill Kappenhagen	5 m
IX. Other Business			9:06 PM
A. Next CSCE Board Meeting - Wednesday, September 13, 2023	FYI	Anastasia Prentiss	2 m
B. Board Retreat Fall 2023 - Set the Date	Vote	Anastasia Prentiss	5 m
X. Closing Items			9:13 PM
A. Adjourn Meeting	Vote	Anastasia Prentiss	1 m

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY The Governing Board’s presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a

disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Community School for Creative Education, 2111 International Boulevard, Oakland CA 94606 510 686 4131.

FOR MORE INFORMATION For more information concerning this agenda or for materials relating to this meeting, please contact Community School for Creative Education, 2111 International Blvd., Oakland CA 94606, tel: 510 686 4131; em: info@communityschoolforcreativeeducation.org. For copies of this agenda and for agendas and minutes of prior meetings, visit our website (www.communityschoolforcreativeeducation.org).

Coversheet

Approve Minutes - Wednesday, August 2, 2023

Section: II. Consent Agenda
Item: A. Approve Minutes - Wednesday, August 2, 2023
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for CSCE Special Board Meeting on August 2, 2023

DRAFT



Community School for Creative Education

Minutes

CSCE Special Board Meeting

Date and Time

Wednesday August 2, 2023 at 6:00 PM

Location

Community School for Creative Education
2111 International Blvd.
Oakland, CA 94606

Join Zoom Meeting

<https://us06web.zoom.us/j/87573362614?pwd=djV3UnJMVEt3bDV6MkhvNytqUU5ndz09>

Meeting ID: 875 7336 2614

Passcode: CSCE2111

Martha Candido

22241 S Garden Ave Apt. 4, Hayward CA 94541

Dr. Allegra Alessandri Pfiefer

1430 N St., Sacramento CA 95814

William Kappenhagen

952 Sutter Street, SF, CA 94109

Dr. Anastasia Prentiss

3153 61st Ave., Oakland, CA 94605

Rudolf Steiner, Motto of Social Ethics, 1920 (at end of first full year of first Waldorf School founded 1919)

The healing social life is found when in the mirror of each human being the whole community finds its reflection, and when in the community the strength of each one is living.

La vida social saludable se encuentra cuando en el espejo de cada ser humano la comunidad entera se encuentra reflejada y en la comunidad vive la virtud de cada uno.

尋找到健康之社交生活, 就是當每個人對著鏡子 能從整個社區的影像中找到自己的反映, 這樣在社區內每人都能活出精彩。

Heilsam ist nur, wenn Im Spiegel der Menschenseele sich bildet die ganze Gemeinschaft Und in der Gemeinschaft Lebet der Einzel Seele Kraft

Objective and 5 BIG GOALS

CSCE annual objective is reaching 80% proficiency in ELA and Math for all student groups grades 3-8 measured by NWEA MAP.

*To achieve this school-wide objective over the next two years,
the CSCE has FIVE BIG GOALS*

- Goal #1:** Develop Waldorf-inspired, Common Core-aligned and equity-focused curriculum;
- Goal #2:** Test and document Waldorf-inspired, Common Core-aligned practices as measured in student and adult learning outcomes;
- Goal #3:** Maintain a well-operated school environment in Operations, HR and Budget;
- Goal #4:** Maintain effective community outreach (including parents, community partners, policy and research community); and
- Goal #5:** Launch long-term fundraising strategy for scale-up with financial stability

Directors Present

A. Alessandri (remote), A. Prentiss, B. Kappenhagen, M. Candido (remote)

Directors Absent

A. Barnes, J. Pellegrine

Guests Present

K. Palmore (remote), P. Gedeon (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

A. Prentiss called a meeting of the board of directors of Community School for Creative Education to order on Wednesday Aug 2, 2023 at 6:41 PM.

II. Consent Agenda

A. Approve July 12th Special Board Meeting Minutes

M. Candido made a motion to approve the minutes from CSCE Special Board Meeting on 07-12-23.

A. Alessandri seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

A. Prentiss	Aye
A. Alessandri	Aye
B. Kappenhagen	Aye
M. Candido	Aye
A. Barnes	Absent
J. Pellegrine	Absent

III. Academic Excellence

A. Enrollment Update

Mr. Gedeon led a discussion on current enrollment numbers for the 23-24 school year. Enrollment has declined. Staff is following up with families that applied but have yet to finish the enrollment process. Staff is also leading tours to attract new families. A request was made for the staff to present an enrollment improvement plan.

IV. Finance

A. Budget Review

Ms. Palmore led a discussion on the impact of the current enrollment projections to the budget for the 23-24 school year.

V. Governance

A. Attitudinal Healing Connection Contract 23-24

A. Alessandri made a motion to Approve the MOU for AHC for the 23-24 school year.

M. Candido seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

A. Alessandri	Aye
---------------	-----

Roll Call

A. Prentiss Aye
B. Kappenhagen Abstain
M. Candido Aye
A. Barnes Absent
J. Pellegrine Absent

B. Seneca Agreement 23-24

A. Alessandri made a motion to Approve the Contract for Seneca for the 23-24 school year.

M. Candido seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

A. Alessandri Aye
B. Kappenhagen Abstain
A. Barnes Absent
J. Pellegrine Absent
A. Prentiss Aye
M. Candido Aye

VI. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:02 PM.

Respectfully Submitted,
A. Prentiss

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Community School for Creative Education, 2111 International Boulevard, Oakland CA 94606 510 686 4131.

FOR MORE INFORMATION For more information concerning this agenda or for materials relating to this meeting, please contact Community School for Creative Education, 2111 International Blvd., Oakland CA 94606, tel: 510 686 4131; em: info@communityschoolforcreativeeducation.org. For copies of this agenda and for agendas and minutes of prior meetings, visit our website (www.communityschoolforcreativeeducation.org).

Coversheet

July Check Register

Section: II. Consent Agenda
Item: B. July Check Register
Purpose: Vote
Submitted by:
Related Material: CSCE Check Register July 2023.pdf

Community School for Creative Education

Check Register 7/1/2023 through 7/31/2023

Payment Number	Payment Date	Payee Name	Rec Status	Check Amount	Account	Account Description	Transaction Description	Invoiced GL Amount
40000817	7/3/2023	ChildCare Careers, LLC	Outstanding	\$759.05	62-2600-1110-1000-5810-020-000-000	Educational Consultants	Substitute Services 06/12 - 06/16/23	\$559.30
					62-2600-1110-1000-5810-020-000-000	Educational Consultants	Substitute Services 06/09/23 -30-Day Permit	\$199.75
40000820	7/3/2023	MetLife 804466	Outstanding	\$628.86	62-0000-1110-1000-3401-020-000-000	Health & Welfare Benefits Certificated	Life Insurance Benefits - July 2023	\$628.86
40000819	7/3/2023	EMS LINQ INC	Outstanding	\$1,035.15	62-5310-1110-1000-4410-020-000-000	Software and Software Licensing	Student Management w App Processing & Point of Service	\$1,035.15
40000814	7/3/2023	Attitudinal Healing Connection, Inc.	Outstanding	\$38,825.00	62-2600-1110-1000-5810-020-000-000	Educational Consultants	Contracted Services in Schools - Extended Summer Day Camp	\$38,825.00
40000812	7/3/2023	Bay Area Transport Services	Outstanding	\$4,660.00	62-2600-1110-1000-5830-020-000-000	Field Trip Expenses	Emeryville 6/27/23	\$660.00
					62-2600-1110-1000-5830-020-000-000	Field Trip Expenses	Tilden Park 6/22/23	\$4,000.00
40000816	7/3/2023	CIT	Outstanding	\$1,176.27	62-0000-0000-8700-5605-020-000-000	Equipment Rental/Lease Expense	Canon Copier Lease	\$1,176.27
40000821	7/3/2023	Quadient Finance USA, Inc.	Outstanding	\$650.13	62-0000-1110-2700-5900-020-000-000	Communications	Postage	\$650.13
40000818	7/3/2023	East Bay Municipal Utility District	Outstanding	\$2,435.32	62-0000-0000-8100-5501-020-000-000	Utilities	Water Charges 3/21 - 5/18/23	\$2,435.32
40000815	7/3/2023	Amazon Capital Services	Outstanding	\$74.48	62-2600-1110-1000-4315-020-000-000	Classroom Materials & Supplies	ArtDot Beads Kit, Bracelet String etc.	\$74.48
40000813	7/3/2023	Ascend Rehab Services, Inc.	Outstanding	\$2,556.00	62-6500-5760-1190-5810-020-000-000	Educational Consultants	Therapist Services 05/16/23 - 05/31/23	\$2,556.00
40000822	7/6/2023	Oakland Unified School District	Outstanding	\$31,288.25	62-0000-0000-8700-5600-020-000-000	Space Rental	2022-2023 Facility Fee Billing #4 of 4	\$31,288.25
40000830	7/11/2023	Xobee Networks Inc	Outstanding	\$108.00	62-0000-1110-2700-5900-020-000-000	Communications	Monthly Communication Service Charges	\$108.00
40000831	7/11/2023	Law Offices of Young, Minney, & Corr, LLP	Outstanding	\$360.00	62-0000-0000-7100-5805-020-000-000	Legal Services	Legal Services Through 06/23/23	\$360.00

Community School for Creative Education

Check Register 7/1/2023 through 7/31/2023

40000828	7/11/2023	T-Mobile	Outstanding	\$1,022.44	62-0000-1110-2700-5900-020-000-000	Communications	Cell Phone Service June 2023	\$1,022.44
40000823	7/11/2023	Alameda County Office of Education	Outstanding	\$354.00	62-0000-0000-2700-5820-020-000-000	Fundraising Expense	4th QTR STRS Processing Fee	\$354.00
40000829	7/11/2023	Wilkinson Hadley King & Company LLP	Outstanding	\$2,850.00	62-0000-0000-7191-5806-020-000-000	Audit Services	Progress Bill for 2022-23 Audit	\$2,850.00
40000824	7/11/2023	Kathryn Keslosky	Outstanding	\$750.00	62-0000-0000-2700-5820-020-000-000	Fundraising Expense	Fundraising Development Support 06/06 - 06/27/23	\$750.00
40000827	7/11/2023	Seneca Family of Agencies	Outstanding	\$14,583.33	62-6332-1110-1000-5810-020-000-000	Educational Consultants	1.0 FTE Unconditional Education Coach - June 2023	\$14,583.33
40000826	7/11/2023	Reach University	Outstanding	\$4,050.00	62-0000-0000-7410-5210-020-000-000	Training & Development Expense	Intern-General Education - Molly Roa - Installment 4	\$2,025.00
					62-0000-0000-7410-5210-020-000-000	Training & Development Expense	Intern-General Education - Molly Roa - Installment 3	\$2,025.00
40000825	7/11/2023	Outward Bound California	Outstanding	\$5,000.00	62-2600-1110-1000-5810-020-000-000	Educational Consultants	4080 School and Partner Program Fees - 08/24/23	\$1,000.00
					62-2600-1110-1000-5810-020-000-000	Educational Consultants	4080 School and Partner Program Fees - 07/26/23	\$1,000.00
					62-2600-1110-1000-5810-020-000-000	Educational Consultants	4080 School and Partner Program Fees - 07/28/23	\$1,000.00
					62-2600-1110-1000-5810-020-000-000	Educational Consultants	4080 School and Partner Program Fees - 07/27/23	\$1,000.00
					62-2600-1110-1000-5810-020-000-000	Educational Consultants	4080 School and Partner Program Fees - 08/23/23	\$1,000.00
40000833	7/20/2023	MJ Akerland, RN, A Professional Nursing Corporation	Outstanding	\$1,815.00	62-0000-1110-2100-5800-020-000-000	Professional/Consulting Services and Operating Expenditures	State Mandated Screenings (hearing/ Vision)	\$1,815.00
40000832	7/20/2023	Alameda County Office of Education	Outstanding	\$17,675.66	62-0000-0000-0000-9503-020-000-000	Accrued STRS	June 2023 STRS	\$17,675.66
40000835	7/20/2023	Catherine Collins	Outstanding	\$33.50	62-2600-1110-1000-4315-020-000-000	Classroom Materials & Supplies	REIMB: Summer Materials	\$33.50

Community School for Creative Education

Check Register 7/1/2023 through 7/31/2023

40000834	7/20/2023	Anaxy Barraza	Outstanding	\$69.51	62-2600-1110-1000-4315-020-000-000	Classroom Materials & Supplies	REIMB: Summer Fieldtrip Snack	\$69.51
40000836	7/20/2023	Carhenna Dela Cruz	Outstanding	\$11.86	62-2600-1110-1000-4315-020-000-000	Classroom Materials & Supplies	REIMB: Summer School Class	\$11.86
40000837	7/20/2023	William Kappenhagen	Outstanding	\$81.00	62-0000-0000-7400-5874-020-000-000	Personnel Services	REIMB: Fingerprinting Expense	\$81.00
40000844	7/25/2023	Lionbridge Technologies Inc	Outstanding	\$250.00	62-4203-1110-2100-5800-020-000-000	Professional/Consulting Services & Operating Expenditures	Monthly Minimum Charges - June 2023	\$250.00
40000838	7/25/2023	AT&T	Outstanding	\$86.41	62-0000-1110-2700-5900-020-000-000	Communications	Phone Charges - 07/07/23 - 08/06/23	\$86.41
40000843	7/25/2023	Jorgensen HR	Outstanding	\$3,712.50	62-0000-1110-2100-5800-020-000-000	Professional/Consulting Services and Operating Expenditures	Phase 2 Compensation Project - June 2023	\$3,712.50
40000847	7/25/2023	Rainbow Italian Ice	Outstanding	\$1,300.00	62-2600-1110-2100-5800-020-000-000	Professional/Consulting Services and Operating Expenditures	Custom Catering - 07/29/23	\$1,300.00
40000840	7/25/2023	Lauryn Coleman	Outstanding	\$525.00	62-0000-1110-2100-5800-020-000-000	Professional/Consulting Services and Operating Expenditures	Administravtive Support - 07/03/23 - 07/13/13	\$525.00
40000841	7/25/2023	Malcolm Defils	Outstanding	\$72.00	62-0000-0000-7400-5874-020-000-000	Personnel Services	REIMB: Livescan - 07/11/23	\$72.00
40000842	7/25/2023	First-Citizens Bank & Trust Co	Outstanding	\$1,176.27	62-0000-0000-8700-5605-020-000-000	Equipment Rental/Lease Expense	Canon Copier Lease	\$1,176.27
40000839	7/25/2023	Amazon Capital Services	Outstanding	\$5,346.21	62-6053-1110-1000-4315-020-000-000	Classroom Materials & Supplies	Storage Cabinet, Office Chair, Fidget Bands	\$335.16
					62-6053-1110-1000-4430-020-000-000	Noncapitalized Student Equipment	Storage Cabinet, Office Chair, Fidget Bands	\$938.13
					62-0000-1110-1000-4315-020-000-000	Classroom Materials & Supplies	Surge Protector, Projector Screen, Laptop Charger	\$192.88
					62-0000-0000-2700-4400-020-000-000	Noncapitalized Equipment	Surge Protector, Projector Screen, Laptop Charger	\$3,296.96
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Surge Protector, Projector Screen, Laptop Charger	\$460.98
					62-6053-1110-1000-4430-020-000-000	Noncapitalized Student Equipment	Shelving Unit	\$122.10

Community School for Creative Education

Check Register 7/1/2023 through 7/31/2023

40000848	7/25/2023	Sonitrol	Outstanding	\$1,362.69	62-0000-0000-8100-5500-020-000-000	Operation & Housekeeping Services	Intrusion Monitoring Services - 08/01/23 - 10/31/23	\$1,362.69
40000849	7/25/2023	West Contra Costa Public Education Fund	Outstanding	\$4,945.00	62-2600-1110-1000-5810-020-000-000	Educational Consultants	Discount for Title 1	(\$500.00)
					62-2600-1110-1000-5810-020-000-000	Educational Consultants	Summer Session 2023	\$4,500.00
					62-2600-1110-1000-5810-020-000-000	Educational Consultants	Speaker/STEM Kits & 3D T-shirts	\$745.00
					62-2600-1110-1000-5810-020-000-000	Educational Consultants	Food & Snacks	\$200.00
40000846	7/25/2023	Revolution Foods, PBC	Outstanding	\$7,538.38	62-5310-1110-3700-4700-020-000-000	Food & Food Supplies	Student Meals - June 2023	\$7,538.38
40000845	7/25/2023	PowerSchool Group LLC	Outstanding	\$5,520.05	62-0000-1110-1000-4410-020-000-000	Software and Software Licensing	PowerSchool Subscription - 08/30/23 - 08/29/24	\$5,520.05
40000851	7/27/2023	Acme Fire Extinguisher Co., Inc.	Outstanding	\$905.49	62-0000-0000-8100-5500-020-000-000	Operation & Housekeeping Services	Fire Extinguisher Maintenance	\$905.49
40000850	7/27/2023	Amazon Capital Services	Outstanding	\$1,984.66	62-6053-1110-1000-4430-020-000-000	Noncapitalized Student Equipment	Bookcase	\$503.81
					62-0000-0000-2700-4400-020-000-000	Noncapitalized Equipment	Standing Desk	\$149.47
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	iPhone Case, Charger	\$257.80
					62-0000-0000-8100-4381-020-000-000	Materials For Plant Maintenance	Trash Bags	\$66.12
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Disinfecting Wipes	\$46.28
					62-6053-1110-1000-4315-020-000-000	Classroom Materials & Supplies	Storage Bins, Lincoln Logs, Markers	\$688.39
					62-0000-0000-2700-4300-020-000-000	Materials & Supplies	Storage Container, Binders, Stopwatch	\$272.79
40000854	7/27/2023	Merida Wilson	Outstanding	\$62.00	62-0000-0000-7400-5874-020-000-000	Personnel Services	REIMB: Live Scan - 07/21/23	\$62.00

Community School for Creative Education

Check Register 7/1/2023 through 7/31/2023

40000853	7/27/2023	Rainbow Italian Ice	Outstanding	\$550.00	62-2600-1110 -2100-5800- 020-000-000	Professional/Consulting Services and Operating Expenditures	Deposit for School Event 7/29/23	\$550.00
40000852	7/27/2023	Great Minds PBC	Outstanding	\$1,946.70	62-3010-1110 -1000-4100- 020-000-000	Approved Textbooks & Core Curricula Materials	Eureka Math	\$1,946.70
Total Check Amount				\$170,136.17	Total GL Amount			\$170,136.17

Coversheet

Independent Study Plan 23-24

Section: III. Academic Excellence
Item: B. Independent Study Plan 23-24
Purpose: Vote
Submitted by:
Related Material: CSCE IS Policy 23-24.pdf



INDEPENDENT STUDY BOARD POLICY

These policies apply to all pupils participating in independent study at the Community School for Creative Education (“CSCE”). CSCE is choosing to offer independent study per Education Code 51744 et seq. as a short-term instructional strategy to address individual pupils’ needs.

Independent study is an optional educational alternative in which no pupil may be required to participate. This policy intends for the length of an independent study written agreement to be between three (3) and twenty (20) days, with exceptions approved by the Head of School or designee. The Head of School or designee retains discretion to approve independent study written agreements for pupils.

Each pupil’s independent study shall be coordinated, evaluated, and under the general supervision of a certificated employee of CSCE, along with CSCE’s Independent Study Coordinator.

Time Allowed Between Assignments: For pupils in all programs and grade levels of independent study, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work is 20 school days. When special or extenuating circumstances justify a longer time for individual pupils, the Head of School or designee may approve a period not to exceed 45 school days.

Missed Assignments and Level of Satisfactory Educational Progress: When any pupil fails to complete 15% of assigned work during any period of 20 school days, any pupil is absent 10% or more days of synchronous instruction or live interaction over any period of 20 school days, any pupil’s educational progress falls below satisfactory levels as determined by receiving an overall grade of “1 - Emerging” in any core subject, or any pupil fails to make “satisfactory educational progress” as defined below, CSCE will conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study or to return to the regular in-person school program. A written record of the findings of any evaluation made pursuant to this subdivision shall be maintained in the pupil’s permanent record and treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

A pupil is deemed to be making satisfactory educational progress if the pupil is on track to enter the next grade level at the completion of the current school year and/or progressing toward their goals pursuant to their individualized education program (“IEP”). The Head of School or designee is responsible for making this determination based on all of the following indicators:

Pupil achievement, as measured by all of the following, as applicable:

- Statewide assessments that are part of the California Assessment of Student Performance and Progress (a.k.a., “CAASPP”, or any other subsequent assessment as certified by the state board of education),
- English learner pupils who make progress toward English proficiency as measured by the English Language Proficiency Assessments for California (a.k.a., “ELPAC” or subsequent assessments of English proficiency certified by the state board), and
- The English learner reclassification.

Pupil engagement, as measured by all of the following, as applicable:

- School attendance,
- Chronic absenteeism, and
- Middle school dropout.

The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.

Learning required concepts, as determined by the supervising teacher.

Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

Academic Content: Independent study shall include the provision of content aligned to grade level standards that is substantially equivalent to in-person instruction.

Tiered Reengagement¹: For all pupils who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of CSCE’s approved school calendar, a pupil is found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50% of the scheduled times of synchronous instruction in an school month as applicable by grade span, or pupils who are in violation of their independent study written agreement, CSCE shall:

- Verify current contact information for the pupil,
- Notify parents or guardians of lack of participation within one school day of the absence or lack of participation,
- Reach out to the pupil and/or parents or guardians to determine pupil needs, including a

¹ The tiered reengagement strategies shall not apply to pupils that participate in an independent study program for fewer than 15 school days in a school year.

- connection with health and social services, as necessary,
- If a pupil fails to complete 15% of assigned work during any period of 20 school days, a pupil is absent 10% or more days of synchronous instruction or live interaction over any period of 20 school days, a pupil's educational progress falls below satisfactory levels as determined by receiving an overall grade of "1 - Emerging" in any core subject, or a pupil fails to make satisfactory educational progress as defined herein, CSCE will schedule a pupil-parent-educator conference, as defined below, to review the pupil's independent study written agreement, reconsider the independent study program's impact on the pupil's achievement and well-being, and
 - Implement any other local programs of CSCE intended to address chronic absenteeism, as applicable.

For the purposes of this policy, "pupil-parent-educator conference" means a meeting involving, at a minimum, all parties who signed the pupil's independent study written agreement.

Opportunities for Live Interaction and Synchronous Instruction²: CSCE shall plan to provide opportunities for live interaction and synchronous instruction as follows for all pupils engaged in independent study:

For pupils in transitional kindergarten, kindergarten, and grades 1 to 3, inclusive, CSCE shall plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year.

For pupils in grades 4 to 8, inclusive, CSCE shall plan to provide opportunities for both daily live interaction and at least weekly synchronous instruction for all pupils throughout the school year.

For the purposes of this policy, "live interaction" means interaction between the pupil and CSCE staff, and may include peers, provided for the purpose of maintaining school connectedness, including but not limited to wellness checks, progress monitoring, provision of services, and instruction. This live interaction may take place in-person, or in the form of internet or telephonic communication.

For the purposes of this policy, "synchronous instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher(s) of record and the pupil.

Return to In-Person Instruction: For pupils whose families wish to return to in-person instruction from independent study, CSCE shall allow the pupil to return expeditiously, and in no case later than five school days³.

² The plan for synchronous instruction and live interaction shall not apply to pupils that participate in an independent study program for fewer than 15 school days in a school year.

³ The plan to transition pupils whose families wish to return to in-person instruction shall not apply to pupils that participate in an independent study program for fewer than 15 school days in a school year.

Special Circumstances: The sections of this policy on Tiered Reengagement, Opportunities for Live Interaction and Synchronous Instruction, and Return to In-Person Instruction do not apply to pupils who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. CSCE shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study due to such medical or inpatient treatment.

Pupils with Exceptional Needs: An individual with exceptional needs as defined in Education Code Section 56026 may participate in independent study if specified in the pupil's IEP. If a parent or guardian of an individual with exceptional needs requests independent study, the pupil's IEP team shall make an individualized determination as to whether the pupil can receive a free appropriate public education in an independent study placement.

Written Agreements: A current written agreement for each independent study pupil shall be maintained on file. The independent study agreement for a pupil will require and cover a study plan that represents the same amount of study that would be required of a pupil in the classroom and be consistent with CSCE curriculum and course of study of pupils participating in the regular classroom setting.

Agreement Content: Each independent study written agreement shall contain at least all of the following provisions:

The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding academic progress.

The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.

The specific resources, including materials and personnel that will be made available to the pupil. These resources shall include confirming or providing access for all pupils to the connectivity and devices adequate to participate in the academic program and complete assigned work.

A statement of the policies adopted regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study. The level of satisfactory educational progress and missed assignments shall conform to the requirements specified in this policy.

The duration of the independent study agreement, including the beginning and ending dates for participating in independent study, recognizing that no independent study agreement shall be valid for any period longer than one school year.

A statement of the number of course credits, or for elementary grades pupils, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.

A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas such as English learners, individuals with exceptional needs as needed to be consistent with the pupil's IEP or plan pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care, pupils experiencing homelessness, and pupils requiring mental health support.

The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant Education Code Section 48915 or 48917, the agreement also shall include the statement that enrollment is voluntary and instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

Agreement Signature: CSCE will comply with the signature requirements set forth in Education Code Section 51747(g)(9), including:

For pupils participating in independent study that is scheduled for fourteen (14) or less school days:

- o Each written agreement shall be signed by the pupil, the pupil's parent/guardian/caregiver if the pupil is less than 18 years of age, the certificated employee designated as responsible for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable, within ten (10) school days of the commencement of the first day of the pupil's participation in independent study.

For pupils participating in independent study that is scheduled for fifteen (15) or more school days:

- o Each written agreement will be signed, prior to the commencement of independent study, by the by the pupil, the pupil's parent/guardian/caregiver if the pupil is less than 18 years of age, the certificated employee designated as responsible for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this policy, "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.

Written agreements may be maintained electronically may include subsidiary agreements, such as course contracts and assignment and work records. Written agreements may be signed using electronic signatures that comply with applicable state and federal standards, as determined by the California Department of Education, and are intended by the signatory to have the same effect as a handwritten signature.

Before signing a written agreement, the parent or guardian of a pupil may request that CSCE conduct a phone, videoconference, or in-person pupil-parent-educator conference or other school meeting during which the pupil, parent or guardian, and, if requested by the pupil or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the pupil in independent study, before making the decision about enrollment or disenrollment in the various options for learning.

Coversheet

23-24 Fundraising Plan

Section: IV. Development
Item: A. 23-24 Fundraising Plan
Purpose: FYI
Submitted by:
Related Material: CSCE FundDevPlan FY24 Board Presentation.docx.pdf

Development Plan 23-24

Community School for Creative Education

Overview

- The annual fundraising goal is \$150,000 with the majority of our funds coming from foundations local to the Bay Area. It is anticipated that the majority of fundraising dollars for 23-24 will come from renewals from existing donors. In order to achieve \$150,000, attention will need to be placed in cultivating and increasing gifts from individual donors.

Sources of donated revenue:

1. INDIVIDUALS

A. Board of Directors

- Goal is to achieve 100% participation from the Board in giving to CSCE in 23-24.

B. Annual Fundraising program development

- Look into building an internal infrastructure to support the creation of an Annual Fund.

C. Grassroots fundraising

- Create new and varied opportunities for >\$1,000 donors to contribute throughout the year.

2. INSTITUTIONAL: FOUNDATIONS + CORPORATIONS

A. Facilitate the continuance of grants from current donors

B. Apply for additional government grants

C. Assess all current corporate relationships and design pipeline to encourage donations from those organizations.

3. CREATE NEW GIVING OPPORTUNITIES

A. Read-a-Thon

B. Giving Tuesday

C. In-Person Gala

Other Advancement Topics:

- DonorPerfect Platform
- Increase Marketing
 - o Social Media
 - o Mailers

Coversheet

Compensation Study Faculty & Staff

Section: V. Finance
Item: B. Compensation Study Faculty & Staff
Purpose: FYI
Submitted by:
Related Material: CSCE Market Data Report, 6-27-23.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

CSCE Market Data Report, 6-27-23.xlsx

Coversheet

23-24 Employee Handbook

Section: VI. Governance
Item: B. 23-24 Employee Handbook
Purpose: Vote
Submitted by:
Related Material: CSCE 23-24 Employee Handbook For Board Approval 8.9.23.docx

Community School for Creative Education



Employee Handbook

202~~3~~2 – 202~~4~~3

Updated and Board Approved on 82/921/23

2111 International Boulevard, Oakland, CA 94606

510.686.4131 (office) 510.686.4130 (fax)

<http://www.communityschoolforcreativeeducation.org/>

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE DIRECTOR OF FINANCE & OPERATIONS.

EMPLOYEE NAME: _____

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

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

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School without advance notice.

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

Employee's Signature: _____ Date: _____

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

TABLE OF CONTENTS

	Page
INTRODUCTION TO HANDBOOK	1
SCHOOL ORGANIZATION	2
CSCE Governance Structure	2
Alameda County Office of Education	2
CSCE Board of Trustees	2
Administration	2
Faculty	2
Staff	2
CONDITIONS OF EMPLOYMENT	4
Equal Employment Opportunity Is Our Policy	4
Open Door Policy	5
Employment At-Will	5
Child Abuse and Neglect Reporting	6
Criminal Background Checks	7
Tuberculosis Testing	7
Immigration Compliance	7
Credential Requirements	8
Professional Boundaries: Staff/Student Interaction Policy	8
Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation	13
Complaint Procedures – Discrimination, Unlawful Harassment, and Retaliation	16
Whistleblower Policy	18
Drug and Alcohol Free Workplace	18
Workplace Anti-Violence Policy	20
Confidential Information	22
Conflict of Interest	22
No Smoking	22
THE WORKPLACE	23
Work Schedule	23
Meal and Rest Periods	23
Lactation Accommodation	26
Attendance and Tardiness	26
Time Cards/Records	27
Use of Email, Voicemail and Internet Access	28
Employee Laptop or Portable Electronic Device	29
Social Media	31
Standards of Conduct	31
Intellectual Property Rights	34
Personal Business	35
Personal Appearance/Standards of Dress	35
Facility Usage Requests	36

Keys/Security	36
Health and Safety Policy	36
Security Protocols	36
Parked Vehicles	37
Use of Personal Vehicle for School Business	37
Occupational Safety	37
Accident/Incident Reporting	37
Reporting Fires and Emergencies	38
EMPLOYEE WAGES AND HEALTH BENEFITS	39
Payroll Withholdings	39
Employee Classifications	40
Adjunct Duties	41
Overtime Pay	41
Paydays	42
Wage Attachments and Garnishments	42
Medical Benefits	42
COBRA Benefits	43
PERSONNEL EVALUATION AND RECORD KEEPING	45
Employee Reviews and Evaluations	45
Personnel Files and Record Keeping Protocols	45
HOLIDAYS, VACATIONS AND LEAVES	47
Holidays	47
Vacation	48
Discretionary Unpaid Leave of Absence (Non-Medical)	48
Unpaid Leave of Absence for Special Circumstances	49
Unpaid Leave of Absence (Medical)	49
Sick Leave	50
COVID-19 Supplemental Paid Sick Leave	51
Family Care and Medical Leave/California Family Rights Act	52
Pregnancy Disability Leave	58
Industrial Injury Leave (Workers' Compensation)	61
Military and Military Spousal Leave of Absence	62
Bereavement Leave	63
Jury Duty or Witness Leave	64
Voting Time Off	64
Suspended Pupil/Child Leave	64
School Appearance and Activities Leave	65
Bone Marrow and Organ Donor Leave	65
Leave for Crime Victims and Their Family Members	66
Victims of Abuse Leave	66
Adult Literacy Leave	68
Alcohol and Drug Rehabilitation Leave	68
Civil Air Patrol Leave	68
Emergency Duty Leave	68

Returning From Leave of Absence (Medical)	69
DISCIPLINE AND TERMINATION OF EMPLOYMENT	70
Rules of Conduct	70
Off-Duty Conduct	72
Termination of Employment	73
INTERNAL COMPLAINT REVIEW	74
Internal Complaints	74
Policy for Complaints Against Employees	75
AMENDMENT TO EMPLOYEE HANDBOOK	76
Appendix A – Harassment/Discrimination/Retaliation Complaint Form	
Appendix B – Internal Complaint Form	

INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Community School for Creative Education Charter School of Alameda County (hereinafter referred to as “CSCE” or the “School”) and its policies and procedures. It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. = In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. CSCE also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any agreement that modifies the at-will nature of the employment relationship. Any such modification must be in writing, signed by the affected employee and the Head of School, and approved by the Board.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Director of Finance & Operations.

Your employment with the School is conditioned on your consent to the policies set forth in this Handbook. Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to the Director of Finance & Operations. This will provide the School with a record that each employee has received this Handbook. Should you fail to sign and return the acknowledgement form, your continued employment with the School shall constitute your implied consent to the acknowledgement form and terms and conditions set forth therein.

SCHOOL ORGANIZATION

CSCE Governance Structure

CSCE is a directly funded, independent charter school and a 501(c)(3) non-profit, tax exempt organization. Employees may refer to the CSCE Charter for more details.

Alameda County Office of Education

The Alameda County Office of Education (“ACOE”) is the School’s authorizing Local Education Agency (“LEA”). ACOE is NOT the employer or public agency of record of CSCE’s employees. CSCE is a separate employer; employees should always refer to CSCE as their employer.

CSCE Board of Trustees

Per its bylaws, the CSCE Board of Trustees (“Board”) consists of up to eleven (11) voting members. Employees may refer to the Board bylaws for more details.

Administration

The CSCE Head of School oversees the School and is the direct leader of the School. The Assistant Head of School reports to the Head of School. The CSCE Director of Finance & Operations reports directly to the Board of Directors, and is responsible for the orderly operation of the School. The CSCE Director of Finance & Operations manages the District & Business Office, including the finance and human resource functions . CSCE will continue to employ the role of Executive Director to serve as a supportive leadership role to the Head of School, until the ending term of the Executive Director’s employment agreement.

CSCE is responsible for its own school administrative procedures, including finance, student information, recordkeeping, benefits, etc. Certain of these functions may be outsourced to a service provider; however, School staff is ultimately responsible for the accuracy and timeliness of all CSCE administrative functions.

Faculty

All employees working directly with curriculum and/or children in a classroom setting are considered faculty. CSCE retains and employs teachers who hold appropriate California Teaching Credentials, permits, or other documents issued by the Commission on Teacher Credentialing (CTC). Faculty also includes subject coaches/teachers and educational support team members who are trained in their field and may or may not hold a certificate establishing an expertise. It is the School’s commitment to have all faculty trained in Waldorf Education. Teachers hired without a Waldorf Teaching Certificate will participate in ongoing training in Waldorf Education, beginning when they are hired.

Staff

CSCE may retain or employ other administrative staff to manage the office environment as needed. In addition to providing “site” level services, administrative staff also performs duties comparable

to the “District Office” of a traditional public school. CSCE values and recruits administrative staff that possess high level organizational skills, experience working in an office environment, experience with office systems and equipment, the ability to work well under pressure, the ability to work well with children and families, ability to support the curriculum and philosophy of CSCE, and possess an appropriate license/certificate/degree when required.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

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

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

These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics. This policy extends to all job applicants and employees and to all aspects of the employment relationship,

including the hiring or recruiting of new employees and the training, transfer, promotion, demotion, discipline, termination, compensation, qualifications/job requirements and benefits of existing employees. As such, the School makes employment decisions, including, but not limited to, hiring, recruiting, firing, promotion, demotion, training, compensation, qualifications/job requirements, on the basis of merit and/or business necessity. Employment decisions are based on an individual's qualifications as they relate to the job under consideration pursuant to legitimate business purposes.

All employees of the School are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers. In addition, this policy prohibits unlawful harassment by any third parties. The School will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including customers, clients, vendors, contractors, and suppliers, who have workplace contact with our employees.

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Director of Finance & Operations with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. CSCE will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. CSCE 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.

The School will not discriminate against any individual in regards to compensation or any term or condition of employment because of a conflict with an individual's religious beliefs or observance and any employment requirement. To the extent an employment requirement conflicts with an individual's religious beliefs or observance, the School will explore potential reasonable accommodations and will make a good faith effort to implement reasonable accommodations unless an undue hardship would result. An applicant or employee who believes he or she requires a religious accommodation in order to perform any job requirement should notify the Director of Finance & Operations and request an accommodation.

Pregnancy and lactation accommodations may also be requested. Please refer to the Lactation and Pregnancy Disability Leave policies set forth herein for further information.

Open Door Policy

At some time or another, you may have a suggestion, complaint, or question about the School, your job, your working conditions, or the treatment you are receiving. We welcome your concerns, suggestions, complaints, and questions, and encourage you to bring them to our attention. For issues other than prohibited harassment, discrimination, or retaliation, we ask that you take your

concerns first to your supervisor, who will address the matter and provide a solution or explanation. If the problem is still not resolved, you may present it to the Director of Finance & Operations or the Head of School, preferably in writing, who will address your concerns.

Employment At-Will

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

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

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

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.

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

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

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

Criminal Background Checks

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

All employees are also subject to the "Subsequent Arrest Notification Service" by the Department of Justice ("DOJ") as a pre-condition of employment with the School. This authorizes CSCE to be notified any time an employee is arrested for, charged with, or convicted of any offense during their employment with the School.

For convictions that occur during the employee's employment, the Head of School or Board may terminate the employee's at-will employment, or issue discipline or other coaching. After the evaluation has taken place and a decision has been made regarding the individual's suitability to continue employment, the records received from the DOJ will be destroyed.

Tuberculosis Testing

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

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

Immigration Compliance

CSCE 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, CSCE will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

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

Credential Requirements

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

Employees are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both the Director of Finance & Operations and CSCE with verification of renewals. Failure to provide these updated documents to the School may result in suspension without pay until such time as the necessary documentation has been provided.

If an employee allows a credential, certificate, registration, or required course deadline to expire, or if an employee fails re-certification, training, or testing, and maintenance of the credential, training, or testing is a requirement for their job position, CSCE may remove the employee from the work schedule until they meet the requirements or renew their credential. The School may also terminate the employee's at-will employment based on their failure to maintain the credential, licensure, or testing, at the School's sole discretion.

Professional Boundaries: Staff/Student Interaction Policy

CSCE 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.

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) Any form of sexual contact.
- (h) Seeking emotional involvement with a student for your benefit.
- (i) Listening to or telling stories that are sexually oriented.
- (j) Tickling or piggyback rides.
- (k) Full frontal or rear hugs and lengthy embraces.
- (l) Touching buttocks, thighs, chest or genital area.
- (m) Wrestling with students or other staff member except in the context of a formal wrestling program.
- (n) Discussing or Furnishing alcohol, tobacco products, or drugs to a student or failing to report knowledge of such.
- (o) "Dating" or "going out with" a student.
- (p) Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- (q) Taking photographs or videos of students for personal use or posting online.
- (r) Undressing in front of a student.
- (s) Leaving campus alone with a student for lunch.
- (t) Sharing a bed, mat, or sleeping bag with a student.
- (u) Sharing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (v) 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. The only exception is if staff members have gone through all steps outlined in procedures provided by the school's insurance company.
- (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 Director of Finance & Operations 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.

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 quell a disturbance threatening physical injury to employee, students, staff or other persons, to prevent damage to property, for purposes of self-defense, or to obtain possession of weapons or other dangerous objects within the control of the student.

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.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

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

Employees, potential employees (applicants), volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above. The School will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including parents, students, vendors, contractors, and suppliers, who have workplace contact with our employees.

CSCE 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). This policy applies to all phases of employment, including, but not limited to, recruiting, testing, hiring, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training. In addition, this policy extends to conduct with a connection to an employee's work, even when the conduct takes place away from the School's premises, such as a business trip, business-related social function, or social media activity (depending on the circumstances). Supervisors and

managers are to report any complaints of unlawful harassment to the Director of Finance & Operations or designee.

Prohibited Unlawful Harassment

Prohibited unlawful harassment may include, but is not necessarily limited to, the following behavior pertaining to any of the above protected categories.

- Verbal conduct such as flirting, epithets, derogatory jokes or comments, voicemails, slurs or unwanted sexual advances, sexually suggestive innuendos, conversations regarding sexual activities, invitations, or comments (including, but not limited to, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status or disability, or mockery of an accent or a language or its speakers);
- Disparate treatment based on any of the protected categories listed above;
- Comments or conduct that consistently target one gender, even if the content is not sexual;
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, gestures, text messages, social media, instant messages, e-mails, letters, pictures, or gifts;
- 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

Prohibited Unlawful Sexual Harassment

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

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

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

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

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

Sexual harassment may also include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.

- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

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

Complaint Procedures – Discrimination, Unlawful Harassment, and Retaliation

All employees who believe they have been subjected to discrimination, unlawful harassment, and/or retaliation are strongly encouraged to promptly report the alleged violation(s) in accordance with the procedures set forth below. All employees (particularly supervisors) who believe they have witnessed or have knowledge of discrimination, unlawful harassment, and/or retaliation are required to immediately report the alleged violation(s) in accordance with the procedures set forth below. Immediate reporting allows the School to quickly and fairly resolve any complaints in the workplace.

Title IX provides for separate processes and procedures for formal complaints of sexual harassment falling within the definitions provided in Title IX regulations. For those types of complaints, the School's grievance procedures can be found in its Title IX policy posted to the website. Please contact the School's Title IX Coordinator for further information.

How to File a Complaint: All complaints submitted pursuant to this policy can be done in writing or verbally. Complaint should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints anonymously.

Employees should submit the complaint to their supervisor, Director of Finance & Operations, any other supervisor within the School, the Head of School or the Board of Directors, if appropriate. There is no requirement to report complaints to any designated supervisor within the School. Employees should select the individual with whom they feel the most comfortable discussing the complaint. Do not report complaints to any individual who has allegedly engaged in the inappropriate behavior that is the subject of the complaint.

Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to the Director of Finance & Operations, Head of School or the Board of Directors, or other upper-level administrators, as appropriate. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

Response to Complaint (Investigation): When CSCE receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Director of Finance & Operations) or the Director of Finance & Operations 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 School will attempt to resolve the situation by promptly undertaking an effective, thorough, and objective investigation through the use of “qualified personnel” and using methods that provide all parties with “appropriate due process.” The School’s investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

The School may investigate conduct in the absence of a formal complaint if the School has reason to believe that an individual has engaged in conduct that violates School policies or applicable law. Further, the School may continue its investigation even if the original complainant withdraws his or her complaint during the course of the investigation.

All employees are required to fully cooperate with the School’s investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

The School will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses. At the completion of its investigation, the School will inform the complainant(s) and the accused of its findings to the extent permitted by applicable law.

Corrective Action: If the School determines that violations have occurred, the School will take appropriate corrective action in accordance with the circumstances involved, including appropriate action to deter future conduct. Examples of potential corrective action include, but are not limited to, written or verbal disciplinary action, suspension, reassignment, demotion, or termination, among others. In addition, the offending individual may be legally liable for his or her conduct,

depending on the circumstances. Due to privacy protections, the School is not able to fully disclose its entire decision regarding corrective action to the complainant.

No Retaliation: Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. CSCE is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

How to Report Complaint to Government Agencies: Employees who believe that they have experienced unlawful conduct under these policies may also file a complaint with the local office of the California Civil Rights Department (“CRD”) or the U.S. Equal Employment Opportunity Commission (“EEOC”). The CRD and the California Civil Rights Council (“CRC”) as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, unlawful harassment, and/or retaliation or make other changes in the School’s policies. The address and phone number of the local CRD and EEOC offices can be found online or dialing 800-FREE-411.

Whistleblower Policy

CSCE 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. Reports may be made to the Director of Finance & Operations, Head of School, or Board of Directors. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Any employee who reasonably believes that he or she is a victim of retaliation may also call a State of California “whistle-blower hotline” to report the retaliation: (800) 952-5665.

Whistleblower Protection: In accordance with applicable law, the School prohibits retaliation against any employee because of the employee’s refusal to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation, or for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation. The School also prohibits any retaliation against an applicant or employee, and does not discriminate against any applicant or employee, based on that applicant or employee’s “whistleblowing” activity against a former employer.

Drug and Alcohol-Free Workplace

The School is committed to maintaining a safe and healthy workplace free from the influence of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves and to other employees. We hope all employees will join with us in achieving our goal of a safe and productive drug-free workplace.

For purposes of this policy, “illegal drugs” includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). “Marijuana” means and includes medicinal marijuana, marijuana vaping or other recreational marijuana use. “Drug paraphernalia” means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. “Under the influence” means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, marijuana and/or other illegal drugs in any detectable manner.

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

- Use, being under the influence of, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, being under the influence of, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia, or alcohol on the School’s property at any time;
- Use, being under the influence of, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol, illegal drugs, marijuana or drug paraphernalia in a locker, desk, automobile, or other repository on the School’s premises;
- Refusing to submit to an inspection or testing when requested by the School;

- Being under the influence of illegal drugs, marijuana, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event;
- Conviction under any criminal drug statute for a violation occurring in the workplace; or
- Failure to keep all prescribed medicine in its original container.

In addition, if employees are required to take any kind of prescription or nonprescription medication that will affect their ability to perform their job, employees are required to report this to Director of Finance & Operations. The Director of Finance & Operations will determine if it is necessary to temporarily place employees on another assignment or take other action as appropriate to protect the employee's safety and the safety of other employees and students.

Searches

The School may at times conduct unannounced searches of School property for alcohol, illegal drugs, marijuana, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other school-related policy. This may include desks, storage areas and rooms normally used to store employees' personal property. As a result, employees do not have an expectation of privacy in this regard.

Testing

The School may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol. Such testing will be conducted if two or more employees observe an employee acting in such a manner to raise suspicion that the employee is under the influence of an illegal drug, marijuana or alcohol or is acting in such manner that they may harm themselves or another employee or students. Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Violations

Compliance with this policy is a condition of employment at the School. Failure or refusal of an employee to cooperate fully, sign any required document, or submit to any inspection or testing will result in discipline, up to and including termination. Furthermore, any violations of this policy may result in disciplinary action, up to and including termination, at the School's sole discretion.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, School may report such illegal drug activities to an appropriate law enforcement agency.

Workplace Anti-Violence Policy

The School is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the School has established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on School-related business, or while operating any vehicle or equipment owned or leased by the School. This policy applies to all employees.

Workplace violence includes, but is not limited to, threats of any kind; threatening, physically aggressive, or violent behavior, such as intimidation or attempts to instill fear in others; other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of School property; defacing School property or causing physical damage to the facilities; and bringing weapons or firearms of any kind on School premises or while conducting School business on or off School property.

In order to achieve our goal of providing a workplace that is secure and free from violence, the School must enlist the support of all employees. Compliance with this policy and the School's commitment to a zero-tolerance policy with respect to workplace violence is every employee's responsibility.

Compliance with this anti-violence policy is a condition of employment. Due to the importance of this policy, employees who violate any of its terms, who engage in or contribute to violent behavior, or who threaten others with violence may be subject to disciplinary action, up to and including immediate termination.

Employees are required to report any incident involving a threat of violence or act of violence immediately to their supervisor or the Head of School. If these individuals are not available, report the incident to any other supervisor and report the incident to the Head of School as soon as he or she is available. All reports will be investigated by the School and appropriate corrective action will be taken.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the law enforcement authorities by dialing 911. Immediately after contacting the law enforcement authorities, the employee must report the incident to the Head of School.

Employees should immediately inform their supervisor or Head of School about any workplace security hazards. If these individuals are not available, the employee should immediately inform any other supervisor so that appropriate action can be taken.

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

Enforcement/Complaint Procedure

Any person who violates this policy on School property may be removed from the premises as quickly and safely as possible, at the School's discretion, and may be required to remain off School premises pending the outcome of an investigation of the incident.

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, student, parent, visitor, or anyone else, he or she must immediately notify his or her supervisor, Director of Finance & Operations or the Head of School. Furthermore, employees should notify the Director of Finance & Operations or the Head of School if any restraining order is in effect or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the School will inform the reporting individual of the results of the investigation. To the extent feasible, the School will maintain the confidentiality of the reporting employee. However, the School may need to disclose information in appropriate circumstances (for example, in order to protect individual safety).

If the School determines that workplace violence has occurred, the School will take appropriate corrective action and may impose disciplinary action, up to and including termination.

There will be no retaliation against any employee who brings a complaint in good faith under the Workplace Anti-Violence Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

Confidential Information

Information relating to CSCE students and employees, including personnel records, student records, personally identifiable information, schools attended, medical information, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized individuals unless required or permitted by law. All student records, including records concerning special education pupils shall be kept strictly confidential and maintained in separate, secure files. Any employee's failure to maintain the confidentiality of such records and information may be subject to disciplinary action, up to and including release from at-will employment.

Conflict of Interest

All employees must avoid situations involving actual or potential conflicts of interest with the School. 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 Director of Finance & Operations, or the Board, for a determination of 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 to eliminate the perceived conflict. Failure to disclose an actual or potential conflict of interest may result in the affected employee or employees' discipline, termination, or reassignment.

No Smoking

All School buildings and facilities are non-smoking facilities, regardless of the time, day, or whether any persons are present on campus. This includes, but is not limited to, nicotine and non-nicotine cigarettes including herbal cigarettes and marijuana, cigars, pipes as well as e-cigarettes and vaping.

THE WORKPLACE

Work Schedule

The School's hours of operations are normally 8:00 a.m. – 5:00 p.m., Monday through Friday. The regular workday schedule for nonexempt employees is set forth in their offer letter and/or At-Will Agreement or is set by their supervisor. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. In order to accommodate the needs of our school, it may be necessary to change individual work schedules on either a short- term or long-term basis.

The regular workweek schedule for full-time employees is forty (40) hours. Exempt employees are also generally expected to be present during normal hours of operation and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Meal and Rest Periods

Meal Periods

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute uninterrupted unpaid 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. Further, all nonexempt employees must take a second uninterrupted unpaid meal period of at least 30 minutes for each work period in excess of 10 hours in accordance with this policy. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and CSCE mutually consent to the waiver in writing. Further, an employee may waive his or her right to a second meal period for a work period as long as the employee does not work more than 12 hours and did not waive his or her first meal period for that work period. An employee's voluntary written waiver of a meal period may be revoked at any time.

Employees are eligible for the following number of meal periods:

Length of Work Period in Hours	# of Meal Periods	Explanation
0 to \leq 5	0	An employee whose work period is 5 hours or less is not entitled to a meal period.
> 5 to \leq 10	1	An employee whose work period is more than 5 hours up to and including 10 hours is eligible to take a 30-minute uninterrupted unpaid meal period, <i>unless the employee's work period is 6 or fewer hours and voluntarily waives his or her first meal period.</i>

> 10	2	An employee whose work period is more than 10 hours is eligible to take a second uninterrupted unpaid 30-minute meal period, unless the employee’s work period is 12 or fewer hours, did not waive his or her first meal period, and voluntarily waives his or her second meal period.
------	---	--

Employees must take their meal periods according to the following schedule:

Which Meal Period	When
First Meal Period	An employee’s first unpaid meal period must begin within 5 hours of starting work for that work period (in other words, by the end of the fifth hour of work or 5 hours and 0 minutes on the clock). By way of example, if an employee clocks in at 8:00 a.m. , then the employee must clock out and start his or her meal period no later than 1:00 p.m.
Second Meal Period	An employee’s second unpaid meal period must begin within 10 hours of starting work for that work period (in other words, by the end of the tenth hour of work or 10 hours and 0 minutes on the clock). By way of example, if an employee clocks in at 8:00 a.m. , then the employee must clock out and start his or her second meal period no later than 6:00 p.m.

During meal periods, employees are absolutely prohibited from performing work of any kind or any amount. Employees are excused from all duties and are free to leave the premises. Nonexempt employees must record the exact start and stop times of each meal period through the School’s timekeeping system so that the School may monitor time records for compliance. Employees may not join together required meal periods to take a longer break.

Rest Periods

Nonexempt employees are also authorized, permitted, and strongly encouraged to take a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Ordinarily, this amounts to two 10-minute rest periods per 8-hour work period.

Employees are eligible for the following number of rest periods:

Length of Work Period in Hours	# of Rest periods	Explanation
0 to < 3.5	0	An employee whose work period is less than 3.5 hours is not entitled to a rest period.

≥ 3.5 to ≤ 6	1	An employee whose work period is 3.5 hours up to and including 6 hours is eligible to take one paid rest period.
> 6 to ≤ 10	2	A nonexempt employee whose work period is more than 6 hours up to and including 10 hours is eligible to take two paid rest periods.
> 10 to ≤ 14	3	A nonexempt employee whose work period is more than 10 hours up to and including 14 hours is eligible to take three paid rest periods.

Employees whose work period is more than 14 hours may be eligible for additional rest periods. Please contact Director of Finance & Operations for more information.

Whenever practicable, nonexempt employees should take their rest periods near the middle of each 4-hour work period. Nonexempt employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period. Because rest periods are paid, nonexempt employees should not clock out for them. Employees are prohibited from combining meal and rest period time.

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

Daily Meal period and Rest Period Reporting Form

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue, in writing, to his or her supervisor or Director of Finance & Operations on the same workday that he or she experienced the non-compliant meal or rest period.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an "authorized" meal period at the time provided by the School), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the non-compliant meal or rest period in writing to their supervisor or Director of Finance & Operations.

Responsibilities and Discipline

Nonexempt employees are required to take their meal and rest periods in accordance with this policy. If employees encounter any challenges with taking meal or rest periods in accordance with

this policy, employees must immediately contact their supervisor or Director of Finance & Operations.

Supervisors may not pressure or coerce employees to take late, short, or interrupted meal and rest periods or to skip their meal and rest periods. If you feel pressured or coerced, report it to the Director of Finance & Operations.

Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

Lactation Accommodation

CSCE 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 (*e.g.*, meal or rest period) already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

CSCE will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, be free from intrusion, be shielded from view, be safe, clean, and free of hazardous materials, contain a surface to place a breast pump and personal items, contain a place to sit, and shall have access to electricity or alternative devices, including, but not limited to extension cords or charging stations, needed to operate an electric or battery-powered breast pump. Employees shall also be given access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, the School may provide another cooling device suitable for storing milk, such as a School-provided cooler. 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. The School will respond accordingly, generally within two business days. If an undue hardship exists, the School will notify the employee in writing.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on their website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

Attendance and Tardiness

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

Employees also are expected to remain at work for their entire work schedule, except for meal and rest periods when appropriate or when required to leave on authorized School business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided.

If it is necessary to be absent or late, employees are expected to telephone the Supervisor, Director of Finance & Operations, and Office Manager as soon as possible but no later than one (1) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the same parties sufficiently informed of the situation.

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

Timecards/Records

By law, CSCE is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall be required to utilize the School's time card system. Exempt employees may also be expected to record their total time worked and report absences from work due to personal needs or illness.

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

Nonexempt 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 the Director of Finance & Operations to make the correction and such correction must be initialed by both the employee and the Director of Finance & Operations.

Nonexempt employees are prohibited from: (1) performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before clocking in, and running School errands after clocking out.; (2) recording hours inaccurately; (3) failing to record all hours worked; (4) falsifying any time records; and (5) recording hours worked on behalf of another employee.

Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Use of Email, Voicemail and Internet Access

Electronic communications, such as emails, voicemails, and Internet usage are a means of communication. The School requires all users to conduct themselves in a professional manner. Users should conduct all electronic communications with the same care, judgment, and responsibility that they would use when sending letters or memoranda written on School letterhead. Special care must be taken when posting any information on the Internet because of the potentially broad distribution of and access to such information.

CSCE will permit employees to use its email, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The School's email system and Internet access is not to be used in any way that may be disruptive, offensive to others, harmful to morale, or in violation of any of the School's policies. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment, discrimination, or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs, political beliefs or other protected characteristics may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file or email or voicemail messages without the latter's express permission.
4. Emails, voice mails and internet usage on School devices or systems are the property of the School. Employees therefore have no expectation of privacy in using these systems. CSCE retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists. Employees must ensure that they've provide the School with all usernames and passwords to School electronic communication devices or systems if not already done so.
5. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.
6. Employees must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the electronic communication systems or devices without the prior written authorization of the Head of School.
7. Employees must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper authorization from the School.

8. Employees are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's e-mail and voice mail mailboxes without proper authorization, based on legitimate business reasons, from the Head of School or designee. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.

To protect the integrity of the School's electronic communication systems and the users thereof against unauthorized or improper use of these systems, the School reserves the right, without notice, to limit or restrict any individual's use, and to inspect, copy, remove, or delete any unauthorized use of its electronic communication systems upon authorization of the Head of School or designee. The School also reserves the right periodically to monitor the use of its electronic communication systems and to access users' voice mail, Internet access, and e-mail for that purpose or any other business-related purpose upon authorization of the Head of School or designee.

Erasing an e-mail message from a mailbox does not necessarily erase all copies of the message on the network. Archived copies may be stored for substantial periods of time and are subject to the provisions of this policy regarding content, review, access, and disclosure.

Any person who discovers misuse of the Internet access or any of the School's electronic communication systems should immediately contact the Director of Finance & Operations or the Head of School. Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.

Employee Laptop or Portable Electronic Device

Full-time teachers, administrators and other full-time employees, as deemed necessary based on job responsibilities, will be provided a CSCE laptop, hotspot, and/or cellular phone to be used for work purposes. Incidental and occasional personal use of the laptops and other electronic devices is permitted, but such use must not disrupt School business, and users do not have any expectation of personal privacy in any matters stored in, created, received, or sent using the School's laptop or other electronic devices.

The School, as owner of the laptop and other electronic devices and to protect the integrity of its systems from unauthorized or improper use, reserves the right to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent using its electronic devices without the permission of, or prior notice, to any user.

1. The laptop is the property of CSCE and must be returned upon request by the School and at the end of employment. Limited personal use of the laptop is permitted, subject to the restrictions contained in this Handbook, as well as applicable law.
2. Employees are responsible for backing up data stored on the laptop and should ensure that they carry out a backup of all data regularly. CSCE staff are asked to save School-related documents on the CSCE Google Drive linked to their CSCE

email . Data preservation is necessary in the event of a laptop system failure or hardware problem where it may be necessary to reset the operating system or hard drive of the laptop to an earlier state.

3. Employees are required to take good care of the laptop and all reasonable precautions to ensure that it is not damaged, lost or stolen. Employees must ensure that they comply with the following:
 - a. Laptops on Campus – Laptops must never be left unattended while they are on campus unless they are securely locked away or attached to a security cable. Employees must not leave their laptop unattended in the staff room. Employees must lock their screen when stepping away from their laptop while in the classroom with students. Employees are not to touch or remove another employee’s laptop without the Head of School’s permission and must report any laptops left unattended to the office immediately.
 - b. Laptops at the Employee’s Home – CSCE laptops must never be left unattended in an employee’s home. Laptops must be secured and restricted from access by any third parties (including the employee’s family) when at the employee’s home.
 - c. Laptop in an Employee’s Car – Laptops must never be stored or left unattended in a car. If a laptop is lost, damaged, or stolen, employees must inform the Office Manager and Director of Finance & Operations . If the laptop is lost or stolen outside of school it is the employee’s responsibility to report this matter to the police as well as the Office Manager and Director of Finance & Operations . Any police paperwork should be shown to the Office Manager for the inventory/insurance purposes.
4. Employees are not to disclose any password or login information to anyone other than the School employee responsible for running and maintaining the system.
5. Employees may not give students access to or use of their laptop login information or other work-related programs on the laptop for any reason.
6. Employees must take every reasonable precaution to secure any data or equipment assigned by the School or borrowed from school premises.
7. Equipment taken off-site will be the employee’s personal responsibility to maintain safely and securely.
8. Employees have no expectation of privacy in their use of CSCE-owned laptops. They are the property of the School and subject to inspection by the School at any time . Any data of the employee’s that is personal or sensitive must not be stored on a CSCE laptop. Additionally, the School can and will monitor any data on its networks to ensure policy compliance and to aid in resolving networking issues.

9. Employees must return all School property, including laptops and cellphones, upon termination of employment or if requested by the School.

CSCE employees who have not followed above guidelines, resulting in damaged, lost or stolen equipment, may be responsible for replacing such equipment as permitted by law.

Any person who discovers misuse of the School's electronic devices should immediately contact the Director of Finance & Operations or the Head of School. Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.

Social Media

In light of the explosive growth and popularity of social media technology in today's society, the School has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when employees: (1) make a post to a social media platform that is related to the School; (2) engage in social media activities during working hours; (3) use School equipment or resources while engaging in social media activities; (4) use School e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with the School; (6) interact with School students or parents/guardians of School students (regarding School-related business) on the Internet and on social media sites; or (7) create or use a School-affiliated social media account.

For the purposes of this policy, "social media" refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Twitter, Pinterest, LinkedIn, YouTube, Instagram, TikTok, and Snapchat, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

This policy is intended to supplement, not replace, the School's other policies, rules, and standards of conduct. For example, School policies on confidentiality, use of School equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

Employees are required to comply with all School policies whenever their social media activities may involve or implicate the School in any way, including, but not limited to, the policies contained in this Handbook.

Standards of Conduct

Employees are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.

- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with the School.
- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- While limited and incidental social media activities at work may be tolerated, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from the School.
- CSCE encourages employees to be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School. Employees must also avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Employees must not post any information or rumors that employees know to be false about the School, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of the School, or competitors.

- Employees must not represent themselves to be spokespersons for the School unless authorized to do so. If employees publish social media content that may be related to their work or subjects associated with the School, employees must make it clear that they are not speaking on behalf of the School and that their views do not represent those of the School, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the School.”
- Employees must not be false or misleading with respect to their professional credentials.

Moreover, if an employee decides to post information on the internet (i.e., personal blog, Facebook, Google, Twitter, Instagram etc.) that specifically discusses any aspect of his/her workplace activities, the following restrictions apply in addition to the guidelines noted above:

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

The School reserves the right to discipline or dismiss any employee whose social media postings violate this or other CSCE policies.

Creating and Using School Social Media

Employees are only permitted to communicate and connect with students on social media that is owned and operated by the School. Employees are only permitted to communicate and connect with students' parents or guardians regarding School-related matters on social media that is owned and operated by the School. All communications with parents or guardians regarding School-related matters on non-School or personal social media may result in disciplinary action, up to and including termination. Any communication whatsoever with students on non-School or personal social media may result in disciplinary action, up to and including termination.

The IT Department, in addition to CSCE administration, are responsible for approving requests for School social media accounts, monitoring School social media accounts for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). The School owns, operates, and controls all School-affiliated social media accounts. The School has final approval over all content and reserves the right to close the social media account at any time, with or without notice. Any unlawful, inappropriate or unprofessional communications may result in disciplinary action, up to and including termination. To set up social media that is owned and operated by the School in compliance with this policy, employees must adhere to the following procedures:

- Employees must request and obtain permission to create School social media from their supervisor and Director of Finance & Operations.
- Employees must contact the IT Department to set up the social media account. Employees must provide the IT Department with the username and password that they would like assigned to the account. If employees change the username and/or password, they must immediately update this information with the IT Department. Failure to do so may result in disciplinary action, up to and including termination.

Access, Discipline, Retaliation

Any social media created and/or used in violation of this policy may result in disciplinary action, up to and including termination. However, nothing in this policy is intended to prohibit employees from discussing the terms and conditions of employment with your co-workers or engaging in concerted activities pursuant to the National Labor Relations Act and other applicable laws.

The School prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

If employees have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact the Director of Finance & Operations.

Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

Intellectual Property Rights

Materials and information created by School employees for use in their work with the School and that may be considered “intellectual property” is the sole, exclusive property of the School. Employees assign all present and future intellectual property rights in any curriculums, works of authorship, inventions, models, designs, drawings, plans, software, reports, proposals and any other materials (“intellectual property”) prepared by an employee or arising indirectly in the course of their employment and whether made or conceived in whole or in part by an employee and whether or not made in pursuance of specific instructions to CSCE. The School shall not consider as intellectual property the materials and information created by employees before or after their employment with CSCE or materials and information wholly unrelated to their paid work for the School.

Personal Business

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

Personal Appearance/Standards of Dress

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

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

1. Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair . Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.
2. Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Director of Finance & Operations.

Commented [1]: I've removed the reference to "women's" dresses/skirts as the School's dress code policy must be gender neutral per recent CA laws.

3. Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are not permitted Monday through Thursday. Jeans may be worn on Fridays but must have no tears. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
4. Skirts and dresses should be no higher than three (3) inches above the knee.
5. All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage. No cleavage should be showing. Skin should not be visible in the midsection while arms are at rest or raised.
6. For safety purposes, earrings must not dangle more than one (1) inch below the ear.
7. Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
8. Appropriate shoes must be worn at all times.
9. Form fitting leggings are not permitted.
10. Crocs and thong style flip flops are not permitted.

If you require a reasonable accommodation to the School's policy regarding appropriate personal appearance due to a sincerely held religious belief, practice, or observance, or due to a medical reason, please notify the Director of Finance & Operations.

Facility Usage Requests

CSCE is subject to certain restrictions in its use of the campus property and facilities as required by OUSD, the entity leasing the property to CSCE. Any irregular or extracurricular use outside of normal classroom usage must be cleared through CSCE administration. Examples include, but are not limited to, overnight guests, any additional cooking needs not already approved, or requesting to keep an animal at the School.

Keys/Security

Full-time administration, faculty and staff members will be assigned keys and a garage door opener as deemed appropriate at the beginning of each school year. Additional staff members will be assigned keys and/or a garage door opener upon Business Office approval. At the end of each school year, or upon separation (whichever comes first), the employee will return their assigned key(s) and garage door opener. It is the sole responsibility of any employee at the site after school hours to ensure that all rooms and facilities which they visit or use are locked upon leaving. This includes, but is not limited to, classrooms, the multipurpose room, gates, restrooms, and the kitchen area.

Health and Safety Policy

CSCE is committed to providing and maintaining a healthy and safe work environment for all employees. The School has in place a written Injury and Illness Prevention Program as required by law. It is located in the main office for review. Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Director of Finance & Operations, Office Manager, and Head of School of any potential health or safety hazards, and all injuries or accidents.

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

Security Protocols

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

Parked Vehicles

Employees are responsible for their own vehicles and their personal possessions while parked on CSCE property. Employees should be cautious not to store valuable property in their vehicles. Vehicles should be locked when parked on School property. All individuals operating a vehicle in California are required to maintain minimal levels of insurance or proof of self-insurance. The School is not responsible for any lost, stolen, or damaged personal property in an employee's vehicle.

Any staff member given a garage door opener will have an assigned parking place. Employees should note the posted signs above each parking space and park their vehicles in their designated space only. Employees should not park in the garage if they have not been assigned a parking space. Employees should not leave their vehicles overnight in the CSCE parking garage.

Use of Personal Vehicle for School Business

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

Occupational Safety

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

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

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

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

Accident/Incident Reporting

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

Reporting Fires and Emergencies

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

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

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

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

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Director of Finance & Operations 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 the Director of Finance & Operations. 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 the Director of Finance & Operations 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.

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

Employee Classifications

Upon hiring, all employees are classified as exempt or nonexempt, full-time or part-time, and regular or temporary. All employees are either exempt or nonexempt according to provisions of applicable wage and hour laws. An employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work or the length of time spent as an employee.

Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

Administrative Management: Generally include employees the Head of School, and Director of Finance & Operations.

Certificated personnel: Employees who hold a credential or other certificate or license issued or permitted by the CTC. All Classroom Teachers fit into this classification.

Classified staff: Employees who are not required to hold a credential. Other criteria, including other state issued licenses, may be required for the positions. This classification includes recess staff, after-school staff, classroom assistants, and other non-credentialed staff members.

Exempt/Nonexempt Employees– Pursuant to the federal Fair Labor Standards Act and applicable state laws, exempt employees are those who exercise the requisite degree of discretion and independent judgment and perform certain administrative, professional, and/or executive duties. Exempt employees are not eligible for overtime pay.

Nonexempt employees are those who are generally compensated on an hourly basis and are eligible for overtime pay in accordance with the Federal Fair Labor Standards Act and any applicable California laws. Nonexempt employees may have to work hours beyond their normal schedules as work demands require and as directed by their supervisor. Nonexempt employees are required to take meal and rest periods in the manner described in this Handbook. Nonexempt employees are prohibited from working overtime unless directed by their supervisor.

Employees are encouraged to direct any questions concerning their classification or compensation to the Director of Finance & Operations in the event that any inadvertent error has been made so that it can be corrected.

Full-Time/Part-Time Employees – At CSCE, a full-time workday is based on eight (8) hours. An employee who is regularly scheduled to work and regularly works 40 hours per week is considered a regular full-time employee. This applies to both certificated and classified staff. Generally, full-time employees are eligible for School benefits, such as health care plans, vacation and holidays. However, eligibility for each School benefit is ultimately governed by the applicable policy, plan document, and/or applicable law. Thus, there may be an instance in which a full-time employee is eligible for some but not all of these benefits.

An employee who is regularly scheduled to work and regularly works fewer than 40 hours per week is considered a regular part-time employee. Generally, part-time employees are not eligible for School benefits, such as health care plans, vacation and holidays. However, eligibility for each School benefit is ultimately governed by the applicable policy, plan document, and/or applicable law. For instances, employees are eligible for health insurance benefits if they work thirty (30) or more hours per week. Thus, there may be an instance in which a part-time employee is eligible for one or more of these benefits.

Regular Employees - Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

Temporary Employees - An employee who is hired for a particular project or job of limited or definite duration is considered a temporary employee. A temporary employee is not eligible to earn, accrue, or participate in any School benefits program, except as otherwise required by law.

An employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work, or the length of time spent as an employee. The status of a temporary employee may change only if the employee is notified of the change in status, in writing, by the Director of Finance & Operations.

If an employee is uncertain about their classification, they should check with their supervisor.

Adjunct Duties

~~All full time employees will perform at least one (1) adjunct duty. In most cases, this will be represented through committee participation. It is possible that an exempt employee will hold additional adjunct positions, for which they may receive additional compensation, usually in the form of a stipend. Part time employees may choose to take on adjunct duties as well, but are not required to do so through their job description, and will be paid for hours worked at an hourly rate.~~

Overtime Pay

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

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

in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

All nonexempt employees are required to obtain approval from their supervisor prior to working overtime. Failure to obtain such approval may subject an employee to discipline, up to and including termination.

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.

Paydays

Paydays are scheduled twice per month. If a payday falls on a weekend or holiday, employees will be paid on the preceding workday. If an employee observes any error in his or her check, it should be reported immediately to the Director of Finance & Operations.

Wage Attachments and Garnishments

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

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

Medical Benefits

Employees working at least thirty (30) hours on average per week are eligible to participate in the CSCE group medical insurance plan, currently offered through Kaiser. Full-time employees are also eligible to participate in the School's group dental insurance plan, currently offered through Delta Dental, and group vision plan, currently offered through VSP. Enrollment eligibility occurs on the 1st of the month following thirty (30) days of full-time employment. The School will pay up to \$650 per month of any eligible employee's monthly premium. Employees will be responsible for premium payment in excess of \$650 per month for themselves or any family members that are covered by the policy. Each year the CSCE health insurance policy is reviewed, and the possibility exists that plans may change.

Employees who decline CSCE insurance and are able to provide proof of health insurance through an independent source can elect to receive payment of \$2,400 annually, or applicable fraction thereof, in lieu of receiving benefits from CSCE. This amount is divided between paychecks with the appropriate amount distributed each pay period based on the employee's at-will employment agreement. This amount will not be disbursed as a lump sum. Failure to provide proof of insurance waives access to payment.

For part-time employees working 50% or more of the full-time schedule, the School will provide coverage at a rate equivalent to each member's employment status. For example, if an employee works at a 60% part-time level, CSCE will pay 60% of the \$650/month allotment. If a part-time employee is able to provide proof of health insurance coverage from an independent provider, they are eligible for the in-lieu benefit based on the percentage stated in their at-will employment agreement. A percentage of the \$2,400 annual payment is to be disbursed over the duration of the year per pay period. This benefit will be waived if an employee is unable to provide proof of alternate health insurance.

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

COBRA Benefits

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

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

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

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

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

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

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

CSCE will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. CSCE 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;
- CSCE stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by their Supervisor. Performance evaluations will generally be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with their Supervisor, and that they are aware of its contents.

Newly hired employees may have their performance goals reviewed by their Supervisor within the first ninety (90) days of employment.

Salary and potential for advancement will be based largely upon job performance. On a periodic basis, the Supervisor will review employee job performance with an employee in order to establish goals for future performance and to discuss current performance. CSCE's evaluation system will in no way alter the at-will employment relationship.

Personnel Files and Record Keeping Protocols

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

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

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

HOLIDAYS, VACATIONS AND LEAVES

Holidays

Nonexempt employees working twenty (20) hours or more per week are eligible for the following paid holidays while in active work status:

- Labor Day
- Indigenous People's Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Juneteenth Day

Additionally, exempt employees in active work status shall continue to receive their regular pay during this time. Employees on a leave of absence are not eligible for holiday pay while on leave. Temporary employees are not eligible to receive holiday pay, unless otherwise provided for by specific agreement in writing.

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

Holidays that fall on a Saturday will be observed the preceding Friday. Holidays that fall on a Sunday will be observed the following Monday.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off with two (2) weeks advance written notice to their supervisor. The employee may use accrued vacation to cover their absence, otherwise the holiday will be unpaid. All steps will be taken to reasonably accommodate a religious holiday (or practice) absent a need or undue hardship by the School.

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

- At the Supervisor's request/approval;
- Due to a School imposed closure;
- Due to the use of paid sick leave;
- Prior to or following Jury Duty or Bereavement Leave;
- Due to a previously scheduled and approved vacation.

Requests for time off both before and after holidays and breaks will be reviewed and approved by supervisors, on a first-come, first-served basis, considering all factors, including but not limited to School operating capacity.

Vacation

Part-time and temporary employees do not accrue vacation.

Regular full-time employees (10-month employees) accrue up to five (5) paid vacation days (or 40 hours) per year on a pro-rated as-worked basis. Therefore, employees who only work 10 months will only accrue during those 10 months. This accrual begins on the first day of the month following the beginning of the employee's employment. Unused vacation days roll over from year to year until a maximum cap of seven and a half (7.5) days (or 60 hours) are accrued. Once an employee's accrued vacation balance reaches the cap of seven and a half (7.5) days, the employee stops accruing vacation until vacation is used and the employee's balance falls below the cap. There is no retroactive grant of vacation for the period of time the accrued vacation leave was at the cap. Vacation days will not accrue during any unpaid leave of absence.

If an exempt employee absents himself or herself from work for part or all of a workday, he or she will be required to use accrued vacation to make up for the absence unless the absence falls under an allowable leave of absence or allowance for usage of sick time.

Requests to use vacation days must be submitted in writing at least two (2) weeks in advance to the employee's supervisor and the Director of Finance & Operations. No employee may take more than five (5) days (or 40 hours) of vacation in a single academic year. Employees must ensure that they have enough accrued leave available to cover the dates requested. Requests will be approved based on a number of factors, including department operating and staffing requirements. The supervisor should attempt to respond to the leave request within three (3) business days of the date it is submitted and indicate whether the request has been approved or denied.

Vacation will be paid at the employee's regular rate at the time the leave is taken. Vacation pay is not included in overtime calculation and does not include any special forms of compensation such as incentives, commissions, bonuses or shift differentials. If a holiday falls during the employee's vacation, the day will be charged to holiday pay rather than to vacation pay.

Upon termination of employment, employees will be paid for all accrued, unused vacation time at their final rate of pay. They are not entitled to pay in lieu of taking vacation except upon termination of employment.

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise amend this policy at its sole and absolute discretion to the extent allowed by law. Please consult the Director of Finance & Operations with questions regarding this policy.

Discretionary Unpaid Leave of Absence (Non-Medical)

All full-time/certificated employees in good standing with the School are eligible to take up to one (1) month (twenty (20) workdays) of unpaid leave after completing five (5) full years of employment with CSCE. Leave must be taken in blocks of at least one (1) continuous workweek, and the full twenty (20) days must be taken in the same academic year.

Employees must request any leave in writing as far in advance as possible. During a leave of absence under this policy, employees are expected to keep in touch with their supervisor and the Director of Finance & Operations, and to give prompt notice if there is any change in the employee's return date. If an employee's leave expires and they have not contacted their supervisor or the School, the School will assume that the employee does not plan to return and that the employee has voluntarily terminated their employment.

It is the goal of CSCE to continually monitor our compensation and benefits package, in accordance with our budget, to provide an increasingly competitive package for teachers. Such leave is offered to provide long-term employees with a flexible benefit of time off.

Unpaid Leave of Absence for Special Circumstances

CSCE also recognizes that other special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees unpaid leaves of absence when a special situation arises. Any unpaid leave of absence is discretionary and must be approved in advance by CSCE.

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

The employee's health benefits will be maintained during an unpaid leave of absence under this policy for a maximum of four (4) months, provided the employee pays the appropriate premiums. Whether an employee is required to pay their own premiums will depend upon the length of their leave of absence.

Absences under the Americans with Disabilities Act ("ADA") or the Fair Employment and Housing Act ("FEHA") do not fall under this section. A leave of absence under this policy must be expressly approved by the School as such.

Unpaid Leave of Absence (Medical)

In an effort to comply with its duty to accommodate employees with qualifying disabilities, the School may provide leaves of absence without pay when an employee is temporarily unable to work due to a mental or physical disability, certified in writing by his or her health care provider, unless such leave would cause an undue hardship to the School. Approved absences of less than

two weeks are not treated as medical leaves of absences but rather as excused absences without pay.

Employees will be required to use any accrued vacation and PSL during any unpaid portion of this leave. Benefit accrual, such as vacation, paid sick leave, and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment.

During a Family and Medical Leave Act, California Family Rights Act Leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act and the City of Oakland sick leave ordinance to provide paid sick leave ("PSL") to eligible employees.

All employees (including part-time and temporary) who work for the School more than thirty (30) days within a year in California and who work at least two (2) hours within a year within the City of Oakland are allotted PSL as set forth in this policy.

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 aid or care for a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) or a designated person (i.e., one who is related to the employee by blood or whose association with the employee is equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. A child, parent, grandparent, and grandchild not only includes biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. Additionally, a child includes a child of a domestic partner and a child of a person standing in loco parentis.

Employees are limited to one (1) designated person per twelve (12) month period. ~~There is a window of ten (10) work days for the employee to make this designation. Thereafter, the opportunity to make such a designation, including the opportunity to change such a designation previously made, shall be extended to the employee on an annual basis, with a window of ten (10) workdays for the Employee to make the designation.~~ Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Employees accrue sick leave at the rate of one (1) hour for every thirty (30) hours worked. Accrued sick leave carries over from year to year. The annual accrual and carryover of paid sick leave is

Commented [2]: As Haley indicated in the previous updates, CA state law now allows employees to use their sick leave to care for a 'designated person,' and allows employees to make this designation at the time of a sick leave request. As a result, this language should be removed.

capped at seventy-two (72) hours. Under no circumstances shall the School pay employees in lieu of unused sick leave.

All employees, including new hires, will be entitled to use accrued sick leave immediately after it is accrued without a waiting time period. An employee may use sick leave in increments of one (1) hour. Employees must provide reasonable advance notice to the Director of Operations and their supervisor of the need for sick leave, if foreseeable. If not foreseeable, the employee must provide notice to the Director of Operations and their supervisor at least one (1) hour prior to the start of their workday, or as soon as possible.

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

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

COVID-19 Supplemental Paid Sick Leave

As required by the City of Oakland, the School provides eligible employees with up to 80 hours of supplemental paid sick leave for qualifying time off, as provided below. The COVID-19 sick leave shall be in effect through the duration of the City of Oakland's Declaration of COVID-19 Emergency.

All part-time and full-time, including new hires, are eligible to use COVID sick leave immediately without a waiting time period. An employee may use COVID sick leave in increments of one (1) hour. Employees must provide reasonable advance notice to the Director of Finance & Operations, and their supervisor of the need for COVID sick leave, if foreseeable. If not foreseeable, the employee must provide notice to the Director of Finance & Operations and their supervisor at least one (1) hour prior to the start of their workday, or as soon as possible.

Eligible employees may use up to eighty (80) hours of COVID sick leave for the following qualifying reasons:

1. The employee is subject to a state or locally mandated quarantine or isolation period (or caring for a qualifying family member that is subject to such period) related to COVID-19;
2. The employee has been advised to isolate or quarantine by health care provider due to COVID-19 or the employee is caring for a family member that has been advised to isolate or quarantine by a health care provider;
3. The employee is experiencing COVID-19 symptoms and seeking a medical diagnosis;

4. The employee is caring for a family member who has been diagnosed with COVID-19 or is experiencing symptoms of COVID-19;
5. The employee is caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises;
6. The employee is experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services;
7. The employee is:
 - At least 65 years old;
 - Has a health condition such as heart disease, asthma, lung disease, diabetes, kidney disease or weakened immune system;
 - Has any condition identified by an Alameda County, California or federal public health official as putting the public at heightened risk of serious illness or death if exposed to COVID-19; or
 - Has any condition certified by a health care professional as putting the employee at a heightened risk of serious illness or death if exposed to COVID-19.

Part-time employees may take as COVID sick leave up to the amount of hours they work over two weeks.

Once an employee has exhausted COVID sick leave, the employee may continue using personal sick leave or an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

Retaliation or discrimination against an employee who requests paid COVID sick days or uses paid sick days or both is prohibited. If you have any questions regarding COVID sick leave, please contact the Director of Finance & Operations.

This policy does not cover employees who are required to be excluded from the workplace because of a workplace exposure to COVID-19. Such time off may be covered under other applicable law. Please contact the Director of Finance & Operations for more information should you have workplace exposure to COVID-19.

Family Care and Medical Leave/California Family Rights Act

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks

where indicated) of FMLA/ CFRA leave in any twelve (12) month period for the purposes enumerated below.

Employee Eligibility Criteria

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

Events That May Entitle an Employee To FMLA/ CFRA Leave

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job. (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
2. 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.
3. "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.
4. "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.
5. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.

3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. [Employees may be limited to one \(1\) designated person per 12-month period.](#)
 4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
 5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.
- Amount of FMLA/CFRA Leave Which May Be Taken
 1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
 2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
 3. The "twelve month period" in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
 4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee

partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Pay during FMLA/CFRA Leave

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

Health Benefits

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

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

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

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA/CFRA leave; and

2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

Seniority

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

Medical Certifications

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

Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Director of Finance & Operations. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If

accommodation cannot be made, the employee will be medically separated from the School.

Employment during Leave

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

Pregnancy Disability Leave

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

Duration of Pregnancy Disability Leave

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

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

For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

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

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

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

Medical Certifications

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

Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Director of Finance & Operations. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice may be 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 CSCE policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Employment during Leave

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

Industrial Injury Leave (Workers' Compensation)

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

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

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

- Immediately report any work-related injury to the Director of Finance & Operations;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Director of Finance & Operations; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. CSCE, 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 Director of Finance & Operations and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but

he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.

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

Military and Military Spousal Leave of Absence

CSCE 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, CSCE 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.

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

certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of bereavement leave due to the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law). Exempt and full-time nonexempt employees are entitled to a leave of up to three (3) days without loss of pay due to a death of a covered family member. Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. Upon request, an employee may be required to provide documentation of the death of a covered family member.

Bereavement leave as stated above must be approved by the employee's direct supervisor in advance. Under extenuating circumstances, employees who are not eligible for paid bereavement leave or eligible employees who wish to extend their bereavement leave beyond five (5) days may request to do so in advance from their supervisors. Any additional bereavement leave provided by the School will be unpaid, unless the employee elects to use available accrued vacation time.

Jury Duty or Witness Leave

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to the Director of Finance & Operations. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an excuse from jury/witness duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. For all nonexempt employees, the School will pay for up to three (3) days if an employee is called to serve on a jury.

Employees may elect to use any accrued vacation during jury/witness duty leave.

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

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take time off to vote. To the extent possible, such time off should be taken at the beginning or the end of the regular working shift. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Director of Finance & Operations at least two (2) days' notice.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off. Nothing in this policy requires the employee to bring his or her mail (absentee) ballot to work, including mailing such absentee ballot from work.

Suspended Pupil/Child Leave

California law requires employers to provide time off for parents required to visit a child's school when the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present the school's letter, which requests the employee's appearance at the school, to his or her supervisor at least two days before the requested time off. Employees may use accrued vacation while attending a child's school under these circumstances. If not, suspended pupil/child leave will be unpaid.

School Appearance and Activities Leave

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

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused vacation to be paid during the absence.

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

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a twelve (12) month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period. The twelve (12) month period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

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 and must provide the School with written verification of his or her status as an organ or bone marrow donor and the medical necessity for the donation.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and ten (10) days 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.

During such leave, the School will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give the School as much notice as possible of the intended dates upon which the leave would begin and end.

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.

Leave for Crime Victims and Their Family Members

If you are the victim—or an immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child of a registered domestic partner) of the victim—of a violent felony, serious felony (as defined by the California Penal Code), or felonies related to theft or embezzlement, you are permitted to be absent from work to attend judicial proceedings related to the crime.

You must provide your supervisor with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid. You may choose to use your accrued vacation, but this is not required.

Victims of Abuse Leave

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

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

- Obtain psychological counseling for 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 CSCE 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 CSCE one (1) of the following certifications upon returning back to work:

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

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, CSCE 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 Principal.

Employees have the right to ask the School for help or changes in their workplace to make sure they are safe at work. The School will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. The School may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. The School will maintain confidentiality regarding any requests for accommodations under this policy.

To request an accommodation under this policy, an employee should contact the Director of Finance & Operations.

The School is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim of a crime or abuse.
- The employee asked for time off to get help.
- The employee asked the School for help or changes in the workplace to ensure safety at work.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on its website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

Adult Literacy Leave

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

Alcohol and Drug Rehabilitation Leave

Pursuant to California law, the School will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an alcohol or drug rehabilitation program. However, you may utilize accrued vacation if you want compensation for this time off. If you do not have accrued vacation available, you will be permitted to take the time off without pay.

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

Civil Air Patrol Leave

Pursuant to California law, the School will provide unpaid leave to employees who are volunteer members of the California Wing of the Civil Air Patrol and who have been duly directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must be employed for at least 90 days immediately preceding the commencement of leave in order to be eligible.

Employees are required to give the School as much notice as possible of the intended dates upon which the leave would begin and end. The School will restore the employee to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits,

pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued vacation.

Emergency Duty Leave

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty, please alert your supervisor so that he or she may be aware of the fact that you may have to take unpaid time off for emergency duty. In the event that you need to take time off for emergency duty, please alert your supervisor before doing so whenever possible.

Emergency Duty is unpaid. You may choose to use your accrued vacation if you wish to receive compensation for this time off, but you are not required to do so.

If you feel you have been treated unfairly as a result of taking or requesting Emergency Duty, you should contact your supervisor or any other manager, as appropriate.

Returning From Leave of Absence (Medical)

Employees cannot return from a medical leave of absence (*e.g.*, leave under FMLA/CFRA, ADA, or FEHA) without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. Unless expressly provided otherwise, an employee should give the Director of Finance & Operations thirty (30) days' advance notice before returning from a medical leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. If employees need further information regarding Leaves of Absence, they should be sure to consult the Director of Finance & Operations.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

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

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times . However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record the clock card.
11. Use of profane, abusive or threatening language in conversations with other employees or students and/or intimidating or interfering with other employees or students.

12. Conducting personal business during business hours and/or unauthorized use of electronic devices and/or telephone lines for personal calls.
13. Excessive absenteeism or tardiness.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act that prohibits employment in a public school.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping or malingering during work hours.
21. Failing to keep confidential information pertaining to students, parents, employees, or vendors.
22. Any other conduct detrimental to other employees, students, or the School's interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.
26. Failure to observe working schedules, including meal and rest periods.
27. Working overtime without authorization or refusing to work assigned overtime.
28. Working "off the clock" or failing to record or report all hours worked.
29. Violation of any safety, health, security, or other School policies, rules, or procedures.
30. Committing a fraudulent act or a breach of trust under any circumstances.
31. Engaging in unlawful harassment, discrimination, or retaliation.
32. Making false or malicious statements about any employee, parent or student, or about the School.

33. Poor personal hygiene and grooming habits unless otherwise protected by law.
34. Unauthorized use of cameras or other recording devices on School premises.
35. Unfit for service, including the inability to appropriately instruct or associate with students.
36. Performing unauthorized work on School time.
37. Failure to observe designated areas limiting smoking, eating, drinking, or other activities.
38. Smoking or using tobacco products on School property.
39. Unsatisfactory work performance.
40. Unfit for service, including the inability to appropriately instruct or associate with students.
41. Unprofessional conduct.

This statement of prohibited conduct does not alter the School's policy of at-will employment. The School and you retain the right to terminate the employment relationship at any time, with or without reason or advance notice. For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

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

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

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.

- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

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

Termination of Employment

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

When an employee terminates their at-will employment, they will be entitled to all earned but unused vacation pay. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

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 Director of Finance & Operations 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 Director of Finance & Operations or designee:

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

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequences 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 Director of Finance & Operations or Board President (if the complaint concerns the Director of Finance & Operations) 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, Director of Finance & Operations (or designee) shall abide by the following process:

1. The Director of Finance & Operations 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 Director of Finance & Operations (or designee) finds that a complaint against an employee is valid, the Director of Finance & Operations (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Director of Finance & Operations (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Director of Finance & Operations' (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 Head of School (if a complaint is about the Director of Finance & Operations) or the Director of Finance & Operations or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

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

CSCE reserves the right to amend, delete or otherwise modify this Handbook at any time.

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

APPENDIX A
HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

If you are an employee of the School, you may file this form with the Director of Finance & Operations or Board President.

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

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

Signature of Complainant Date: _____

Print Name

To be completed by School:

Received by: _____ Date: _____

Coversheet

23-24 Medical Benefits Renewal

Section: VI. Governance
Item: C. 23-24 Medical Benefits Renewal
Purpose: Vote
Submitted by:
Related Material: VSP Renewal 23-24.pdf
Delta Dental Renewal 23-24.pdf
Kaiser Renewal 23-24.pdf



May 1, 2023

KIMBERLY PALMORE
COMMUNITY SCHOOL FOR CREATIVE EDUCATION
2111 INTERNATIONAL BLVD
OAKLAND, CA 94606-4903

Dear KIMBERLY PALMORE:

Thank you for choosing VSP® Vision Care. We put your employees first and guarantee their satisfaction. As the only national not-for-profit vision company, VSP gives you:

- Lowest employee out-of-pocket costs
- Reduced healthcare costs
- World Class Service

Your current plan term expires on August 31, 2023. But it's easy to continue your coverage. After evaluating your underwriting pool, your new rate and renewal period are below:

Group Name/Number:	COMMUNITY SCHOOL FOR CREATIVE EDUCATION / 30027977
Renewal Period:	September 1, 2023 - August 31, 2025
Current Plan Frequency:	12 / 12 / 24
Current Copay:	\$25.00 Exam / \$0.00 Materials
Current Allowance:	\$130.00 Retail Frame / \$130.00 Elective Contact Lenses
Current Rates:	\$6.77 / 14.13 / 20.30
Renewal Rates:	\$6.11 / 12.76 / 18.32

Rates include all applicable taxes and health assessment fees known as of the date of your renewal.

Enhanced Contact Lens Benefit- This benefit design allows members to use their full contact lens allowance toward contact lenses and provides both standard and premium fit contact lens wearers a covered-in-full contact lens exam after a copay that will never exceed \$60.

Enjoy Continuous Coverage. To renew, simply sign in the space provided below, fax it back to 916.463.3926, and keep a copy, as this letter serves as your Notice of Renewal. Once we receive this signed letter, we'll send you the renewal contract. Please review carefully; some provisions may have changed from your prior contract.

Authorized Group Representative Signature of COMMUNITY SCHOOL FOR CREATIVE EDUCATION

Please let me know if you have any questions about your VSP plan, or would like to see additional options to enhance your benefit or lower your premium. We appreciate the opportunity to provide you and your employees with smarter savings, better choices, and world class care.

Cordially,

cc: IRENE HUGHES
HUB INTERNATIONAL INSURANCE SE
44 2ND ST
SAN FRANCISCO, CA 94105-3440

Bryan Grimm (800)
216-6248

CMI CS Team



June 01, 2022

Irene Hughes
 HUB International Insurance Services Inc. DBA Sweet & Baker
 PO Box 4047
 Concord, CA 94524

RE: Contract renewal for Community School for Creative Education
 Group #07736-02135
 ER# CP153980

Dear Valued Customer:

We appreciate your business and thank you for choosing Delta Dental of California (Delta Dental). Your employees are among the millions nationwide who trust their smiles to Delta Dental.

We are pleased to present you with your dental plan contract renewal information. We are committed to providing you with quality plan designs combined with excellent customer service.

When reviewing your Delta Dental PPOSM plan, we considered cost factors related to your group's dental service utilization and claims experience as well as the impact of the ongoing COVID-19 pandemic. Our analysis indicates that a decrease in your current rates is warranted.

The following is the renewal information for your dental plan:

Effective Date	September 01, 2022	
Contract Term	Sep 01, 2022 – Aug 31, 2024	
% decrease	-4.00%	
	Current Rates	Renewal Rates
Employee	\$55.65	\$53.42
Employee & Spouse	\$113.24	\$108.71
Employee & Child	\$113.24	\$108.71
Employee & Children or Family	\$174.76	\$167.77

Delta Dental Insurance Company
 Telephone: 800-521-2651

Delta Dental of California
 Telephone: 888-335-8227

Delta Dental Mid-Atlantic Region
 Delta Dental of Delaware, Inc.
 Delta Dental of the District of Columbia
 Delta Dental of New York, Inc.
 Delta Dental of Pennsylvania (Maryland)
 Delta Dental of West Virginia
 Telephone: 800-932-0783



Please keep this renewal letter with your contract documents. It serves as an amendment to your Delta Dental Contracts for the rates and contract term.

To renew your dental plan contract, please follow these steps:

- 1) Review this letter for changes in your dental plan for September 01, 2022
- 2) Begin paying the rates outlined in this letter with your new contract term.

If you choose not to renew your contract, please send written notification, by certified mail, to CoPower at 1600 W Hillsdale Blvd, #202, San Mateo, CA 94402, or email: copower.requests@amwins.com on or prior to September 01, 2022.

If you have any questions about your renewal, your CoPower account coordinator at 888-920-2322 will be happy to help.

We appreciate your continued confidence in Delta Dental. We are proud of our association with you and look forward to a long and mutually successful relationship.

Sincerely,

Delta Dental of California

A handwritten signature in black ink, appearing to read 'Mohammadreza Navid', written in a cursive style.

Mohammadreza Navid
Group Vice President
Sales



COMMUNITY SCHOOL FOR CREATIVE EDUCATION
Group ID: 701343
Renewal Effective Date: September 01, 2023
Medical Rate Area: 6
Dental Rate Area: A

Your Kaiser Permanente Portfolio

Your current medical plans are listed below. **The lists are not intended to show plan mapping from current plan to renewal plan.** Please see the Medical Plan Renewal Rates census section for employee plan mapping from their current medical plan to their renewal medical plan.

Current Medical Plans	Renewal Medical Plans
Platinum 90 HMO 0/20 + Child Dental Gold 80 HMO 250/35 + Child Dental Silver 70 HMO 1650/55 + Child Dental Alt	Platinum 90 HMO 0/20 + Child Dental Gold 80 HMO 250/35 + Child Dental Silver 70 HMO 1900/65 + Child Dental Alt

Current Dental Plans	Renewal Dental Plans
Not offered	Not offered

Contribution to Employee Medical Plan Premium	Contribution to Dependent Medical Plan Premium
Up to \$550.00	Not contributing

Coversheet

23-24 COVID Safety Plan

Section: VI. Governance
Item: D. 23-24 COVID Safety Plan
Purpose: Vote
Submitted by:
Related Material: CSCE COVID Safety Plan 23-24.docx



Community School for Creative Education COVID Safety Plan 2023-2024

Upon returning to school, students and staff will continue to abide by the California State Guidelines for K-12 schools, as well as local guidance from the Alameda County Public Health Department. There will be protocols in place that encompass CSCE's philosophy of safety first for our community.

Face Coverings

- ~~Masking is optional for Aall students in the TK-8thstudents TK-8th grade, staff, and visitors are required to wear face masks **at all times**, with exemptions per CDPH face mask guidance.~~
- ~~Additionally, students and families will wear masks during drop-off and pick-up, during recess and Physical Education classes, and during events on campus, even if outdoors.~~
- ~~Students will be required to bring their own masks if their parents want them to wear a mask daily.~~
- ~~Students will be provided with a mask if they forget to bring one or otherwise lose their mask during the day.~~
- ~~Students will be encouraged to keep their mask on their wrist when it's removed from their face.~~
- ~~Students who are exempted from wearing a face covering due to a documented medical condition, must wear a non-restrictive alternative, such as a face shield, as long as their condition permits it. Students must have a certification from a medical professional exempting them from wearing the face mask on file in the CSCE office.~~

Limited Volunteers

~~While parent volunteers are vital in the classroom, to decrease the COVID-19 exposure, most volunteer opportunities are suspended until further notice. Our school will be limiting visitors to the front office and outdoor areas during regular school hours. When coming on campus, all guests, parents, and visitors are required to complete an online health screening, wear a face mask, and comply with all restrictions. All visitors must follow the screening guidelines published on our website, complete the required health screening, and sign-in at the front office. Any volunteer staying on campus for longer than 15 minutes, or to be within 6ft of students, must be fully vaccinated.~~

Classroom Modifications

Students will be instructed not to share items with their classmates. If items must be shared, students (and staff) will sanitize prior to and after using the item(s).

All classrooms will be equipped with sanitizing and disinfecting supplies. Students and staff will share the responsibility of sanitizing and wiping down desks, chairs, doorknobs, and other



contact surfaces during the day, when appropriate. Janitorial staff will also clean high contact surfaces during the day and nightly.

Ventilation

Ventilation will be optimized including opening doors and windows as much as possible to provide air circulation and using outdoor spaces when appropriate. Air purifiers will be used in classrooms.

Restroom Modifications

Restroom usage will be staggered and spaced out as much as possible. Students will be encouraged to maintain social distancing and proper handwashing, with limited contact between classes. Flooring outside of bathrooms will have spacing markers.

Hand Sanitation Stations

Each classroom will be provided with hand sanitation and cleaning supplies to encourage healthy hygiene practices, cleaning, and disinfection of surfaces. Surfaces will be cleaned daily. Hand sanitizer will be located outside of and in all classrooms and the lunchroom, as well as in the school hallways.

Handwashing

Handwashing, avoiding contact with one's eyes, nose, and mouth, covering coughs and sneezes using the inside of the elbow will be taught at the lower grades and encouraged in all grades throughout the day. Students will be instructed to sanitize and/or wash hands before and after eating, after using the restroom, and after playing outside. All classrooms will be equipped with hand sanitizer. CSCE will be providing hand sanitizer to all staff for student use.

Meal Modifications

~~Breakfast will be served in the cafeteria and students will be encouraged to eat outside. If breakfast program exceeds internal and external capacity with appropriate physical distancing, CSCE will consider allowing students to eat breakfast in the classroom to prevent class cohort mixing. Students will be eating lunch in designated areas of the lunchroom or at scheduled outdoor locations set aside for class cohorts. Mixing of classes will be discouraged. Extended Day snack and supper will be served in the cafeteria, with students encouraged to eat outside and in class cohorts.~~

Frequently touched surfaces will be cleaned and disinfected between classes. Students will be encouraged to bring their own water bottle that is labeled with their name. CSCE has a no sharing food policy which decreases the threat of allergic reactions and the spread of germs. Additionally, meals are available for all students free of charge.



Recess and Physical Education

~~Students will not be required but will be encouraged to wear face masks during recess or PE as long as it is held outside. Should the need arise based on a surge in COVID cases at CSCE, students will be required to wear masks during recess and PE. Students playing in close proximity or in large groups will be encouraged to wear face masks. During rainy days or other instances when recess and PE are held inside, students and staff will be required to wear masks at all times.~~

Health Screening

~~Before students and staff come to school, they will need to conduct a self-check for signs and symptoms of COVID-19. Self-assessment information is posted on the school website, and staff daily symptom check is conducted online.~~

Testing

~~All CSCE staff and students shall receive a PCR test once weekly during the academic year and must share results with the COVID Safety Team. CSCE shall offer PCR testing on campus once per week, though individuals may opt out of CSCE testing, provided they send weekly PCR test results to: covid@communityschoolforcreativeeducation.org.~~

CSCE may require a negative antigen test performed by staff to return to school after a positive COVID-19 diagnosis, ~~or if returning from an absence due to the presence of COVID symptoms.~~

Staying Home When Sick

Absences due to Health Screening restrictions will be counted as excused school day absences. ~~All individuals experiencing any COVID symptoms will be encouraged to stay home when sick.~~ Students that present with COVID symptoms at school will be given an antigen test and parents will be asked to administer an antigen test prior to their return to school to rule out a possible positive COVID case.

Positive Case Procedures

On-Campus Contact Tracing System:

CSCE is working with the Alameda County Public Health Department to conduct contact tracing when necessary, per county guidelines. When necessary, the administrative team will contact the health department and begin to trace the person's movement on campus. All affected areas will be secured and sanitized following the deep sanitation protocol. When necessary, all individuals that came into direct contact with the infected person will be notified as soon as possible.

Communication:

When there is a confirmation of a positive COVID-19 test result, a parent or staff member will notify the COVID-19 team as soon as the results are received. The COVID-19 team will notify the administrative team and one of the administrative team members will send an email to the class when necessary, and alert anyone who has come into direct contact with the individual. The identity of the person will not be communicated. CDC requirements will be followed in all cases. CSCE's priority is to keep students, families, and staff safe.

Any individual who tests positive for COVID-19 must remain off campus for a minimum of 5 days. A negative rapid antigen test may be required to return to campus.

Positive Case Protocol

If a student, teacher or staff member tests positive for COVID-19 and had exposed others at the school, CSCE will implement the following steps:

- Notify the local public health department when necessary.
- Isolate the case and exclude from school for minimum 5 days from symptom onset or positive test result if asymptomatic.
- Identify close contacts (students who were in 0-6ft with the individual for 15 minutes or more over a 24-hour period) as deemed necessary per county guidelines.
- Disinfect and clean classroom and primary spaces where the individual spent significant time.
- Class will remain open (~~though the class may be temporarily relocated for cleaning~~) unless multiple confirmed cases pose a safety threat.
- If the classroom must be shut down, families will be notified via ParentSquare, text, and robocall. Instruction will continue via distance learning and Zoom the following day until the quarantine is over.

If there are multiple cases, Administration will contact the local public health department per county guidelines, and decide whether classroom or school closure is warranted, including the length of time necessary, based on the risk level within the specific community as determined by the local public health officer.

Areas on campus that were visited by the COVID-19 positive individual will be cleaned and disinfected. School or classroom closure will be communicated to students, parents, teachers, staff and other necessary parties.



Free Community Testing Sites

Community testing sites are free. You do not need a doctor's note or medical insurance to get tested, you will not be asked about your immigration status, and most test results are available within 2-5 days. Source: <https://covid-19.acgov.org/testing>

Asian Health Services Community Testing

Clinton Park

655 International Blvd. Oakland, CA 94606

Entrance on the corner of 6th St and 12th St

Mondays: 1:00 pm – 4:00 pm

[Schedule an appointment](#) Walk

ups accepted

Asian Health Services Community Testing

Madison Square Park

810 Jackson Street, Oakland CA 94607

Tuesday: 8:30 am-12:30 pm, & 1:30 pm-4 pm

Wednesday: 1:00 pm – 4:00 pm

Thurs.: 8:30 am-12:30 pm, & 1:30 pm-4 pm

Friday: 1:00 pm – 4:00 pm

Appointment only

[Register here](#) or call (510) 735-3222

Language assistance available at

Native American Health Center

Parking Lot

3050 International Blvd., Oakland, CA 94601

Monday, Tuesday, Thursday &

Friday: 9:00am – 5:00pm

Wednesday: Closed

Walk-ups are accepted until capacity has been met
Identification is required for all adults 18 years and older
Legal parent or guardian must accompany children between the ages of 1-12 years old
Test results take 48-72 hours to return

[Register here](#)

Optum Serve Mobile MegaBus Testing Oakland Coliseum

7200 San Leandro Blvd., Oakland, CA

94621 Every Monday: 7:00 am – 7:00 pm

Staff Lunch: 11am-12pm, Dinner 4pm-5pm

[Register for testing at the Oakland](#)

CORE and Allen Temple Baptist Church



8501 International Blvd., Oakland, CA 94621

Tuesdays and Thursdays: 10:00 am – 4:00 pm
(Closed from 1-2 on testing days)

[Register here](#)

La Clínica de La Raza

BART parking lot, on corner of Derby and E
12th street, (near Guadalajara restaurant)

Monday thru Thursday: 9:00am – 3:30pm

Closed for Lunch 12-1

[Register for testing at La Clínica de La Raza here](#)

Lifelong Medical Care

Foothill Square

10700 MacArthur Blvd, Oakland

Mondays-Fridays: 8:30am – 4pm

Closed on Wednesday, February 17th

Appointments Recommended [Register](#)

[here](#)

West Oakland BART Station

1451 7th St., Oakland, CA 94607

Every Saturday: 7:00 am – 7:00

pm

[Register for testing at the West Oakland BART Station](#)

Appointments and walk-ups accepted

Roots Community Health Center

9925 International Blvd., Oakland, CA 94603

Mondays: 9:30am – 2:00pm

Thursdays: 9:30 – 12:30pm

Registration is preferred but not required!

[Register here](#) or email admin@rootsclinic.org

Staff Lu
1pm-5p



COVID-19 Prevention Program (CPP)

This CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace. Date of last update: August 1, 2022

Authority and Responsibility

Community School for Creative Education, led by the Head of School under the direction of the CSCE Board of Directors, has the overall authority and responsibility for implementing the provisions of this CPP in our workplace. The [Director of Finance & Operations Compliance & Operations Manager](#) is our COVID Liaison, and the COVID Safety Team works to ensure compliance. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

Identification and Evaluation of COVID-19 Hazards

We will implement the following in our workplace:

- Evaluate and minimize potential workplace exposures.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.

Employee participation

Employees are encouraged to participate in the identification and evaluation of COVID-19 hazards by:

Reporting any COVID-19 hazard to the Compliance & Operations Manager (or COVID-19 safety designee);

Participating in collaborative problem-solving sessions as needed to evaluate and correct any identified COVID-19 hazards.

Employee screening

We screen our employees by:

- Having employees self-screen according to CDPH guidelines.



- Report self-screen prior to reporting to work in an online format.

Correction of COVID-19 Hazards

- Unsafe or unhealthy work conditions, practices or procedures will be reported to the Compliance & Operations, and corrected in a timely manner based on the severity of the hazards, as follows:
- The severity of the hazard will be assessed and correction time frames assigned accordingly. The individual(s) responsible for the timely correction will be identified.
- The Compliance & Operations (or COVID-19 safety designee) will follow up to ensure the corrections have been made.

Control of COVID-19 Hazards

Physical Distancing

~~Where possible, we encourage at least six feet of physical distancing in our workplace by:~~

- ~~• Reducing the need for workers to be in the workplace — as many district employees as possible will conduct their work remotely, ensuring proper school coverage.~~
- ~~• Reducing the number of persons in an area at one time, including visitors.~~
- ~~• Visual cues such as signs and floor markings to indicate where employees and students should be located or their direction and path of travel.~~

~~Individuals will be kept as far apart as possible when there are situations where six feet of physical distancing cannot be achieved.~~

~~Six-foot distancing between classes~~

~~will be encouraged in the lunchroom.~~

Testing

~~All CSCE staff and students shall receive a PCR test once weekly during the academic year and must share results with the COVID Safety Team. CSCE shall offer PCR testing on campus once per week, though individuals may opt out of CSCE testing, provided they send weekly PCR test results to: covid@communityschoolforcreativeeducation.org.~~

Face Coverings

~~**Masking is optional at CSCE. Families must** We provide their own clean, undamaged face coverings should they desire their child to wear one. and ensure they are properly worn by employees over the nose and mouth when indoors, and when outdoors in crowded environments, including non-employees, and where required by orders from the California Department of Public Health (CDPH) or local health department.~~

~~Employees may also elect to bring their own 2- or 3-ply cotton face coverings or surgical masks. In the event an employee is not wearing a mask or not wearing the mask properly, they will be~~



~~directed to immediately don their mask appropriately unless they fall under the list of exceptions below. The following are exceptions to the use of face coverings in our workplace:~~

- ~~• When an employee is alone in a room, and reasonably expects that no other individual will enter the room.~~
- ~~• While eating and drinking at the workplace, provided employees are at least six feet apart or outside.~~
- ~~• Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.~~

~~Any employee not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six feet apart from all other persons while indoors.~~

~~N95/KN95 masks are recommended.~~

~~Face coverings are required at all times, including outdoors.~~

Engineering controls

~~We may implement the following measures for situations where we cannot maintain at least six feet between individuals:~~

- ~~• Plexiglass barriers (eg. between office staff and families/students);~~
- ~~• Face shields in addition to masks (eg. for the staff member conducting temperature screening, or a staff member conducting an assessment in situations where a 6-foot distance is not feasible)~~

We maximize, to the extent feasible, the quantity of outside air for our buildings with natural ventilation systems by: keep windows and doors open, and run fans to constantly draw in air from the outside

Cleaning and disinfecting

We implement the cleaning and disinfection measures described in this [COVID-19 Cleaning Guidelines for Custodians](#) document for frequently touched surfaces.

Office Manager will ensure that custodians have sufficient clearing and disinfecting supplies.

Should we have a COVID-19 case in our workplace, we will implement the following procedures:

- Close off areas used by the person who is sick if deemed necessary.
- Site does not necessarily need to close operations, if they can close off affected areas.



- Open outside doors and windows to increase air circulation in the area.
- Wait 24 hours before cleaning or disinfecting. If 24 hours is not feasible, wait as long as possible.
- Clean and disinfect all areas used by the person who is sick, such as classroom, offices, bathrooms, common areas, shared equipment.

Shared tools, equipment and personal protective equipment (PPE)

PPE, if worn by students or staff, must not be shared, e.g., gloves, goggles and face shields.

Items that employees come in regular physical contact with, such as phones, headsets, desks, keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible.

Where there must be sharing, the items will be disinfected between uses; every space that has shared objects (eg. a copy machine) shall have disinfectant wipes or disinfectant spray readily available, along with signage reminding employees to wipe the shared objects/surfaces.

Hand sanitizing

In order to implement effective hand sanitizing procedures, we:

- Have ensured sufficient handwashing facilities.
- Provided effective hand sanitizer in spaces (eg. classrooms and offices) that do not contain handwashing facilities as well as next to any shared equipment (eg. copiers).
- Have trained on-site employees as to when to wash their hands, to wash hands for at least 20 seconds, and to wash hands or use hand sanitizer after touching any shared equipment.

Personal protective equipment (PPE) used to control employees' exposure to COVID-19

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.

When it comes to respiratory protection, we evaluate the need in accordance with CCR Title 8 section 5144 when the physical distancing requirements are not feasible or maintained.

Investigating and Responding to COVID-19 Cases

COVID confirmed or suspected cases must be reported to the Director of Finance & Operations Compliance & Operations immediately.

Employees who had potential COVID-19 exposure in our workplace will be:

- ~~Notified promptly by their supervisor,~~



- ~~Sent home to quarantine, in accordance with CSCE & ACPHD quarantine instructions.~~
- ~~Offered COVID-19 testing at no cost during their working hours.~~

System for Communicating

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- Who employees should report COVID-19 symptoms and possible hazards to, and how. Employees are to immediately report COVID-19 symptoms to their immediate supervisor and the Director of Finance & Operations.
- That employees can report symptoms and hazards without fear of reprisal.
- Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.
- Where testing is not required, how employees can access COVID-19 testing.
- In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.
- Information about COVID-19 hazards employees (including other employers and individuals in contact with our workplace) may be exposed to, what is being done to control those hazards, and our COVID-19 policies and procedures.

Training and Instruction

We will provide effective training and instruction that includes:

Our COVID-19 policies and procedures to protect employees from COVID-19 hazards. Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.

The fact that:

- COVID-19 is an infectious disease that can be spread through the air.
- COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
- An infectious person may have no symptoms.
- Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face coverings.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.



- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings if desired, and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

Exclusion of COVID-19 Cases

Where we have a COVID-19 case in our workplace, we will limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.
- Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever we've demonstrated that the COVID-19 exposure is work related.
- This will be accomplished by providing remote work assignments to the extent that this is possible.
- Providing employees at the time of exclusion with information on available benefits, if any.

Reporting, Recordkeeping, and Access It is our policy to:

Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.

Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.

Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).

Make our written COVID-19 Prevention Program available at the workplace to employees, and to representatives of Cal/OSHA immediately upon request.



Return-to-Work Criteria

COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:

- Employees who test positive for COVID-19, regardless of if symptoms are present or not, will not return to work until a minimum of 5 days have passed since the date of specimen collection of their first positive COVID-19 test.
- If symptoms are still present after day 5 a negative antigen test result must be sent to the COVID Liaison in order for the employee to return to work.
- If unable to test, isolation can end after the number of days per Alameda County isolation guidelines.
- If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 5 days from the time the order to isolate was effective.

Approved: August 5, 2021

Last Amended: ~~August 9~~ January 18, 2023

By: Community School Board of Directors