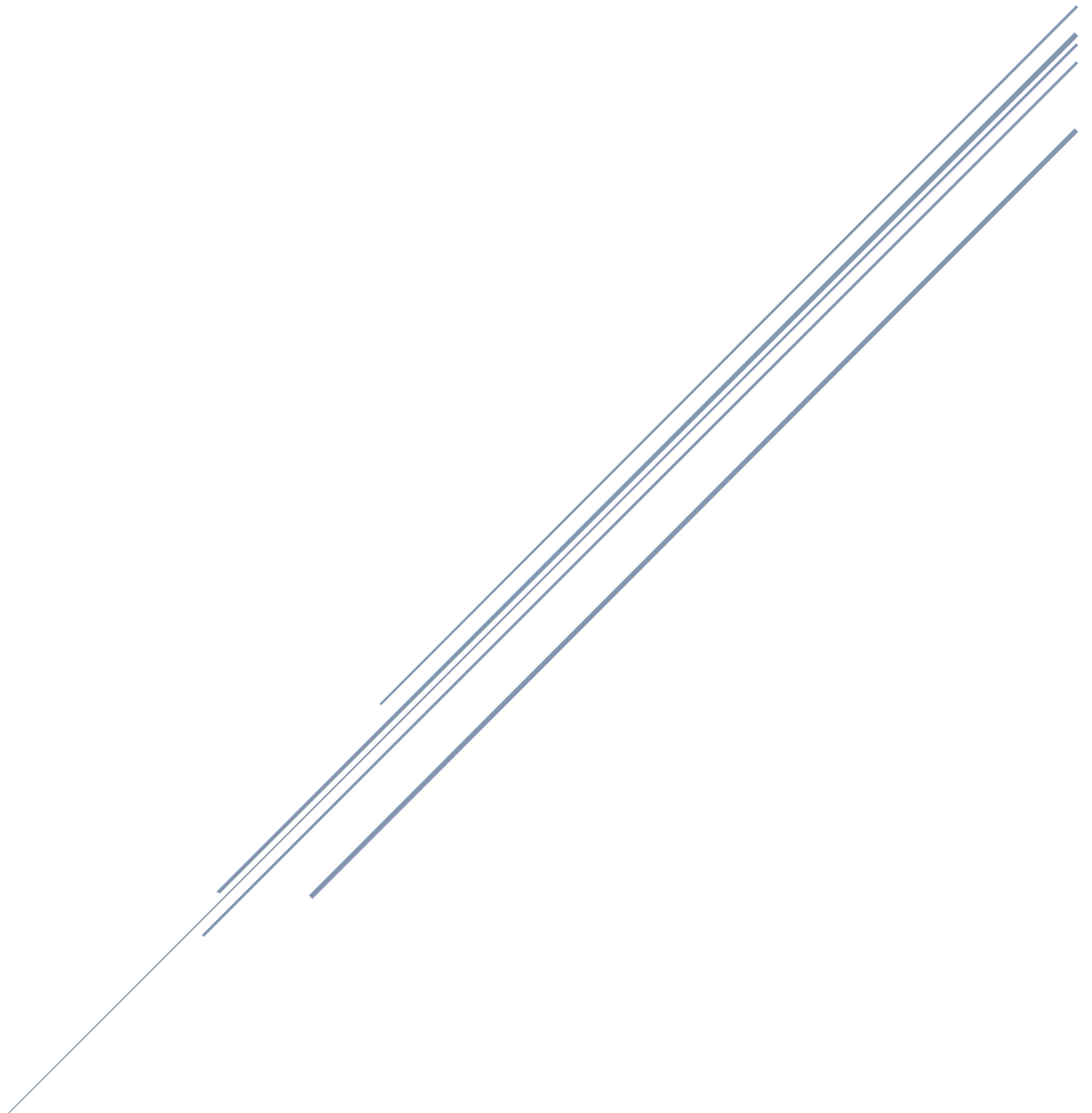


# ENCORE EDUCATION CORPORATION

Employee Handbook



Annual Adoption - February 8, 2021

September 2020

## Article I. WHO'S WHO WITHIN THE CORPORATE OFFICE:

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## ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO HUMAN RESOURCES.

EMPLOYEE NAME: \_\_\_\_\_

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

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

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 Human Resources, and retain this Handbook for your reference.**

## Article II. Employee Handbook

### Section 1.01 Introduction

This Handbook summarizes the **Encore Education Corporation** Charter School's (hereinafter referred to as "School" or "Company") personnel policies applicable to all employees. Please review these policies carefully. If you have any questions about the policies outlined in this Handbook, or if you have any other personnel related questions, whether related to policies specifically addressed in this Handbook, please consult **Human Resources or the Executive Manager in charge of Human Resources**.

This Handbook is intended only as a guide to the School's personnel policies, outlining and highlighting those policies and practices. It is not, therefore, intended to create any expectations of continued employment, or an employment contract, express or implied, other than the at-will employment relationship provided to employees. This Handbook supersedes any previously issued handbooks, policies, benefit statements and/or memoranda, whether written or verbal, including those that are inconsistent with the policies described herein.

With the exception of the at-will employment status of its employees, the School reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice (including, but not limited to, areas involving hiring policies and procedures, general workplace policies, hours of work, overtime and attendance, standards of conduct, employee benefits, employment evaluation and separation) with or without advance notice. Only the CEO with the written approval of the Encore School Board may alter the at-will employment status of any of its employees.

Once you have reviewed this Handbook, please sign the two employee acknowledgement forms at the end of this Handbook, keep one for your files and provide the other to Human Resources or the Executive Manager of Human Resources. This signed acknowledgement demonstrates to the School that you have read, understand, and agree to comply with the policies outlined in the Handbook.

### Section 1.02 Hiring Policies and Procedures

#### (a) At Will Employment

The School is an at-will employer and employees of the School are hired on an at-will basis. This Handbook does not in any way reflect a modification to this policy and does not reflect a contract of employment, either express or implied, between you and the School. Accordingly, either you or the School may terminate this relationship at any time, for any reason, with or without cause, and with or without prior notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to any employee in connection with his/her employment shall require the School to have "cause" or reason to terminate an employee or otherwise restrict the School's right to terminate an employee at any time for any reason. No School representative is authorized to modify this policy for any employee, unless in writing, signed by both the **Chief Executive Officer, CEO** and approved in writing by the Board of Directors.

## (b) Equal Employment Opportunity Policy

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

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

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

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

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



### (c) Immigration Compliance

The School will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, Encore 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.

### (d) Employee Classification

The School's employees are classified in the following categories: exempt or nonexempt, and full-time, part-time or temporary.

**Exempt:** Exempt employees are those employees with job assignments that meet exemption tests under applicable law making them exempt from certain laws governing nonexempt employees such as the overtime pay requirements. Exempt employees are compensated on a salary basis, not pursuant to overtime pay requirements.

**Nonexempt:** Nonexempt employees are those employees with job assignments that do not meet exemption tests under applicable law or who may qualify as exempt but the School has elected to classify as nonexempt. Thus, these employees are provided rest and meal breaks and paid overtime wages for overtime worked in accordance with the law.

**Full-Time:** Full-time employees are those employees who are scheduled to work at least thirty-six (36) hours in a week.

**Part-Time:** Part-time employees are those employees who are scheduled to work up to thirty-five (35) hours in a week.

**Temporary:** Temporary employees are those employees who are hired for a limited time period, or for a specific project, and usually are not employed more than one (1) month.

Part-time and temporary employees are not entitled to benefits provided by the School, except as required by law. Independent contractors, consultants, and leased employees (*i.e.*, those working for an employment agency or on loan from another entity) are not employees of the School and are not eligible for benefits provided by the School. If you have any questions about your classification, please consult with **Human Resources**.

### (e) First 90 Days of Employment

Except as required by law and as otherwise identified in this Handbook, during the first ninety (90) days of employment for every employee, irrespective of classification, the employee will not be eligible for or accrue any benefits. Please see the School's separate health plan eligibility requirements and sick leave accrual policy. The inclusion of the initial ninety (90) day waiting period does not change the at-will status of the School's employees.

#### (f) Relationships Between Employees

While the School's policies do not permit discrimination based on an individual's marital status, the individual's relations to another School employee or his or her lawful off duty conduct, some situations can create conflicts of interest requiring the School to take the employee's relationship with another employee into account.

An employee should not be in a supervisory role over an employee who is a relative (i.e., sibling, parent, spouse, domestic partner, etc.). Supervisors should avoid situations that result in actual or perceived conflicts of interest with supervised employees and situations where favoritism or an unfair advantage may occur or be implied.

A supervisor should avoid forming special social relationships or dating employees under his or her direct supervision, or with other employees that would create actual or perceived conflicts of interest and situations of favoritism. If such relationship arises, both employees shall notify the School so that appropriate measures can be taken to prevent conflicts of interest or favoritism.

The School reserves the right to take appropriate action if employee relationships interfere with the safety, morale or security of the School, or if the relationships create an actual or perceived conflict of interest or favoritism.

Any conflicts of this nature must be reported to the Encore School Board. The Encore School Board is responsible for extreme cases and may make changes to employment to eliminate an actual or perceived conflict of interest at any time.

#### (g) Certification and Licensure of Instructional Staff

As required by law, each of the School's teachers is required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold. Paraprofessional staff may also be required to document that they meet applicable legal requirements for paraprofessional staff.

It is the responsibility and a condition of continued employment of all instructional staff, including teachers, instructors, and paraprofessionals to maintain and keep current such certificates, permits or other documentation and provide to the **Human Resources Office** no later than the close of business on the first day the employee reports for duty for new employees, and no later than the close of business two days after the School provides the employee with its reasonable assurance of continued employment for the next school year. If an instructional staff employee believes that he or she is assigned to teach in a subject in which he or she does not have subject matter competence, the employee should immediately report the same to **Human Resources**. Staff members who are required to meet these state and federal certification, expertise, and related requirements must maintain such qualifications as a condition of employment at the School. Nothing in this section is intended to alter the at-will status of the employee's employment.

#### (h) Tuberculosis Testing

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

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

#### (i) Criminal Background Checks

The School requires all volunteers and applicants for employment to submit to a criminal background investigation. As a precondition of employment or volunteer service, the employee/applicant must be cleared in a Department of Justice (“DOJ”) background check which involves submitting two sets of fingerprints to the DOJ and cross-references both the DOJ and Federal Bureau of Investigations criminal records. The School will not employ a person who has been convicted of a violent or serious felony, a controlled substance or sex offense, a crime which indicates any unfitness for the job position or any person who would be prohibited from employment by a school because of his or her conviction for any crime, unless an applicable exception applies. The School will not employ any applicant until the DOJ background check is completed. Employees agree to the School receiving DOJ subsequent arrest notifications upon assuming employment with Encore. Additionally, should an employee, during his/her employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or conviction to Encore.

#### (j) Mandated Reporter Training

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.

Encore 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.

### Section 1.03 General Workplace Policies

#### (a) Professional Boundaries: Staff/Student Interaction Policy

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

#### Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

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

- A. Examples of PERMITTED actions (NOT corporal punishment)
  - 1. Stopping a student from fighting with another student;
  - 2. Preventing a pupil from committing an act of vandalism;
  - 3. Defending yourself from physical injury or assault by a student;
  - 4. Forcing a pupil to give up a weapon or dangerous object;
  - 5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
  - 6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
- B. Examples of PROHIBITED actions (corporal punishment)
  - 1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
  - 2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
  - 3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

## Acceptable and Unacceptable Staff/Student Behavior

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

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

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

Some activities may seem innocent from a staff member's perspective but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct. Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

### Duty to Report Suspected Misconduct

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

### Examples of Specific Behaviors

The following examples are not an exhaustive list:

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

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

- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

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

Cautionary Staff/Student Behaviors

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

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

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Principal 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.

## (b) Prohibition of Harassment/Discrimination and Protection Against Retaliation

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

The School will not condone or tolerate harassment or discrimination of any type by any employee, whether supervisory or co-employee, against an employee, third party vendor or student. The School also does not condone or tolerate harassment or discrimination of its employees by any third parties or students. The School will promptly and thoroughly investigate any complaint of harassment or discrimination and take appropriate corrective action, if warranted.

The School will take all reasonable steps to prevent discrimination and unlawful harassment, discrimination, or retaliation from occurring. Sexual or other unlawful harassment in employment violates the School's policy and is prohibited by state and federal law.

### Definition of Harassment

Harassment includes verbal, physical or visual conduct that creates an intimidating, offensive or hostile working or educational environment or that unreasonably interferes with job performance. Verbal harassment includes, but is not limited to, epithets, derogatory comments or slurs based on a protected category. Physical harassment includes, but is not limited to, assault, impeding or blocking movement or any physical interference with normal work or movement, when directed at a legally protected individual. Visual harassment includes, but is not limited to, derogatory posters, social media posts, cartoons or drawings on a basis protected by law.

### Definition of Sexual Harassment

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.



The following are examples of offensive behavior:

- Unwanted sexual advances, flirtations, touching or requests for sexual favors;
- Unwanted or excessive hugging;
- Verbal abuse of a sexual nature;
- Graphic or suggestive comments about dress or body and the sexual uses to which it could be put;
- Unwarranted graphic discussion of sexual acts;
- Sexually degrading words;
- Suggestive or obscene letters, notes or invitations;
- Verbal harassment including, but not limited to, unwelcome epithets, jokes, derogatory comments, or slurs of a sexual nature, or sexually degrading words used to describe a person;
- Physical harassment including, but not limited to, assault, impeding or blocking movement or any physical interference with normal work or school activities or movement, when done because of your sex;
- Visual harassment including, but not limited to, leering, making sexual or obscene gestures, displaying sexually explicit or derogatory posters, cartoons or drawings, or computer-generated images of a sexual nature;
- Making or threatening retaliatory action after receiving a negative response to sexual advances.

## Training

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 Principal. See Appendix A for the "Harassment/Discrimination/Retaliation Complaint Form." See Appendix B for the general "Internal Complaint Form."

### (c) Whistleblower Policy

Encore requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work



environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

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

#### (d) Workplace Violence

The School takes the safety and security of its employees seriously. The School does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment and/or coercion, that involve or affect the School or that occur, or are likely to occur, on School property. Employees should report any act or threat of violence immediately to **the Dean of Students**. Employees who violate this policy may be disciplined or dismissed.

#### (e) Open Door Policy

The School wishes to provide the most positive and productive work environment possible. To that end, it has an open door policy where it welcomes questions, suggestions or complaints relating to the job, conditions of employment, the School or the treatment employees are receiving. Other than in situations involving harassment (as outlined and described above), employees should contact their **direct report, Dean of Academics, or Dean of Students** with questions or concerns. If the situation is not resolved to the employee's satisfaction, they may also contact **Human Resources**, preferably in writing, who may further investigate the issue.

#### (f) Drug Free Workplace

It is the School's policy to maintain a drug and alcohol-free workplace. No employee may use, possess, offer for sale or be under the influence of any unauthorized controlled substance, illegal drugs or alcohol during working hours, including lunch and break periods, in the presence of pupils or on School property at any time or on field trips at any time.

Engaging in any of the activities above shall be considered a violation of School policy and the violator will be subject to discipline, up to and including termination. The School complies with all federal and state laws and regulations regarding drug use while on the job.

The School may conduct unannounced searches of School property from time to time for alcohol, illegal drugs, drug paraphernalia and/or unauthorized controlled substances, or to ensure compliance with any other School-related policy. This includes desks, storage areas, and rooms normally used to store employees' personal property. Employees are expected to keep all prescribed medicine in its original container, which should identify the drug, date of prescription and the prescribing doctor.

The School may require a test by intoxicator, 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 supervisors, employees, or medical personnel observe an employee acting in such a manner to raise suspicion that the employee is under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee.

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.

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. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

#### (g) Smoking

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

#### (h) Health, Safety and Security Policies

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. The School maintains an Injury and Illness Prevention Program, which is kept by **Encore's Risk Manager** and is available 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 immediately report to their supervisor any potential health or safety hazards and all injuries or accidents.

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

The School has also developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas. Report any suspicious persons or activities to security personnel or to a supervisor. Secure desks or offices at the end of the day. When called away from the work area for an extended length of time, employees must not leave valuable or personal articles around their workstation that may be accessible. Employees should immediately notify their supervisor when keys are missing or if security access codes, identification

materials, or passes have been breached. The security of the facilities, as well as the welfare of employees, depends upon the alertness and sensitivity of every individual.

#### (i) Company Property Inspections

The School is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other improper materials. Additionally, the School provides property and facilities to its employees to carry out business on behalf of the School. Accordingly, employees do not have a reasonable expectation of privacy when using any School property or facilities. In accordance with these policies, all School facilities and property, including all items contained therein, may be inspected by the School at any time, with or without prior notice to the employee. School property includes all desks, storage areas, workstations, lockers, file cabinets, computers, telephone systems, email systems and other school provided storage devices.

The School also reserves the right to inspect any vehicle, its trunk, glove compartment or any container therein that is parked on the School property or premises. The School reserves the right to deny entry to any person who refuses to cooperate with any inspections by the School. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

#### (j) Housekeeping

Employees are expected to keep their work areas clean and organized. This includes classrooms. Common areas such as lunchrooms and restrooms should be kept clean by those using them. Please clean up after meals and dispose of trash properly.

#### (k) Lactation

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

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

#### (l) Employees Who Are Required to Drive

Employees must be authorized by the School prior to driving for School purposes/business. When employees are required to drive their own vehicle on approved School business, they are required to show proof of a clean driving record from the Department of Motor Vehicles, a current/valid license and proof of current, effective insurance coverage to the **Student Services Manager**. If the employee is transporting students and/or co-workers, the School may identify the required minimum insurance coverage necessary above limits required by law. If an employee's license is revoked or he/she fails to maintain personal auto insurance coverage, the School retains the right to transfer to an alternative position, suspend, or

terminate that employee. Reimbursement rates for driving School approved business in private vehicles will be at the rate established by the Internal Revenue Service.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving and/or who are issued a cell phone for business use must refrain from using their phone while driving unless they are using a hands-free device. Thus, unless an employee is using a hands-free device in a safe-manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by the School or not, are also expected to abide by the provisions above.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. The School will not be responsible for any driving infractions or fines and fees incurred by the employee while driving for the School.

Violations of this policy will be subject to disciplinary action, up to and including termination.

#### (m) Soliciting/Conducting Personal Business While on Duty

Employees are not permitted to conduct personal business or solicit personal business for any cause or organization while on-duty, or when the employee being solicited is supposed to be working. This prohibition includes distributing literature and other material. Distribution of materials is also against the School's policy if it interferes with access to facility premises, if it results in litter or is conducted in areas where other employees are working. Personal business during non-work time, e.g., paid breaks, lunch periods or other such non-work periods, is permissible. Entry on the School premises by non-employees is not permitted, unless related to official School business. Solicitation or distribution of written materials by non-employees is strictly prohibited.

#### (n) Use of Company Communication Equipment and Technology

All School owned communications equipment and technology, including computers, electronic mail systems, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of the School and are provided to the employee to carry out business on behalf of the School. Employees have no expectation of privacy in any communications made using School owned equipment and technology. Communications (including any attached message or data) made using School owned communications equipment and technology are subject to review, inspection and monitoring by the School.

Additionally, the School uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, pornographic and/or materials on the internet that are harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

Passwords used in connection with the School's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized School employees. Therefore,

employees are required to provide to **IT Manager** all passwords used in connection with the School's communications equipment and technology any time the employee's passwords are created or change. In addition, employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Internet Use Policy and Agreement. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student Internet Use Policy and Agreement, will be subject to discipline, up to and including termination.

Employees must not use personal email accounts or devices for school business without advance permission from the School. Any use of personal email for school business or text messages on the employee's personal cell phone may cause the School-related communications on the personal devices to be subject to disclosure under a Public Records Act request.

Email and internet use while on duty, is for business purposes only. All employees using the internet through the School's communications equipment and technology must respect all copyright laws. Employees are not permitted to copy, retrieve, modify or forward copyrighted materials unless authorized by law or with express written permission of the owner of the copyright. Employees are not permitted to use the School's communications equipment and technology to view visual images that are obscene, child pornography and/or images harmful to minors.

The email system and internet access is not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets or anything else that may be construed as harassment or disparagement of others based on their status in a protected class or political beliefs may not be displayed or transmitted. The email system and internet access is not to be used in any manner that is against the policies of the School, contrary to the best interest of the School or for personal gain or profit of the employee against the interests of the School. Employees must not use the School's communications equipment and technology for the unauthorized disclosure, use or dissemination of personal information of students.

Employees should not attempt to gain access to another employee's email files or voicemail messages without the latter's express permission. Each employee is responsible for the content of the messages sent out using his/her School issued equipment. It is strictly prohibited to use another employee's computer to send messages to create the appearance that they are from that employee, unless that employee expressly authorizes such use.

#### (o) Employee Blogs and Social Media

If an employee decides to keep a personal blog, or use other social media, that discusses any aspect of his/her workplace activities, the following restrictions apply:

- The account cannot appear to be on behalf of the School, discuss any personally identifiable student information, or otherwise use unprofessional, inappropriate, offensive, derogatory, or unlawful language/subjects or appear to associate the School with such harmful materials. While employees are free to express their personal viewpoints on social media, no employee will be permitted to cause a disruption at the School with their social media conduct.
- School equipment, including its computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be adhered to;

- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf, unless authorized in writing by **the CEO**.
- Employees are not authorized to publish any proprietary, financial marketing, strategic or other confidential business information belonging to the School that is clearly defined and does not relate to terms and conditions of employment;
- Employees are prohibited from making racist, sexist or otherwise discriminatory comments and/or that would create a hostile work environment;
- Employees must comply with all School policies, including, but not limited to, rules against sexual harassment, unlawful harassment, discrimination and retaliation;
- Employees should not make threats of violence or remarks that are obscene, malicious or bullying with relation to the School, students, co-workers, supervisors, parents and/or other School associated persons or entities;
- Employees should not spread rumors or other disparaging statements about the School, co-workers, students, supervisors, parents and/or other School associated persons that the employee knows to be false;
- Nothing in this Handbook is intended to limit an employee's ability to discuss wages, hours, terms and conditions of employment or to their right to self-organize or join labor organizations or any other protected activities.

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

#### (p) Participation in Recreational or Social Activities

Employees may participate in non-work community activities sponsored or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is on an unpaid volunteer basis at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these activities.

#### (q) Personnel Files and Record Keeping Protocols

A personnel file is established for each employee at the start of employment. Employees must keep **Human Resources** advised of changes that should be reflected in a personnel file, such as a change in name, address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact the employee should the change affect their pay/withholdings, eligibility for benefits, or other records.

Employees have the right to inspect their personnel file and/or receive copies of the records, as provided by law. Employees may inspect the file in the presence of a School representative, at a mutually convenient time. A request for inspection or copying of information contained in the personnel file should be directed to **Human Resources, 760-949-2036**.

The School will restrict disclosure of an employee's personnel file to authorized individuals within the School with a business need to access the files only. Only the CEO is authorized to release information about current or former employees to third parties. The School will cooperate with subpoenas and court orders from law enforcement, local, state or federal agencies, and third parties as legally required.



## Section 1.04 Hours of Work, Overtime and Attendance

### (a) Work Hours and Schedules

The School's normal working hours for teachers and instructors are from **7:30 am to 3:30 pm**, Monday through Friday. The work schedule for full-time nonexempt employees is normally forty (40) hours per week. Encore has numerous activities that take place outside of the normal school day. A supervisor will assign the employee their specific work schedule.

### (b) Overtime

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. Encore will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the CEO or COO. Encore provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

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

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

### (c) Work Breaks

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

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

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

#### (d) Pay Days

Employees are paid twice monthly. For all employees, payday is scheduled on the **10<sup>th</sup>** for work performed between the first and the fifteenth and on the **25<sup>th</sup>** for work performed between the sixteenth and the end of the month. Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the next day of work after the day(s) off.

Employees should promptly notify **Human Resources** if they have a question regarding their paycheck. If there is a need for correction, any corrections will be noted and will appear on the following payroll.

#### (e) Payroll Withholdings

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

Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

State Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

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.

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 the employee's paycheck is explained on the check voucher. If the employee does not understand a deduction, they are instructed to ask Human Resources to explain it.

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

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

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.

The School offers programs and benefits beyond those required by law. Employees who wish to participate in these programs may voluntarily authorize deductions from their paychecks.



#### (f) Attendance Policy

Employees are expected to adhere to regular attendance and to be punctual. If it is necessary to be absent or late, employees are expected to communicate with their direct reports listed below.

- Student Services Manager
  - Campus Aide
  - Cafeteria
- Risk Manager
  - COVID-19
  - Nurse
- Head Administrative Counselor
  - Counselors
  - SPED
  - RTI
  - 504/EL
- Assistant Dean of Students
  - Teachers
  - Instructors
  - Substitutes
- COO
  - Office Personnel
  - Operations Managers
- CEO
  - Executives
  - Administrators

If it is not possible to arrange an absence or tardiness in advance, the employee must notify their direct report above, no later than one-half hour before the start of the workday. Teachers and instructors are also requested to also contact the receptionist to ensure a qualified substitute is available for coverage. For absences from work longer than one day, employees are expected to keep their direct report and human resources sufficiently informed of the situation.

Excessive absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination. An absence or tardiness without notification to their direct report will lead to disciplinary action, up to and including termination.

If an employee fails to report their absence for **3** or more consecutive work days, the School will presume that the employee has voluntarily terminated their work position with the School.

#### (g) Time Records

By law, the School 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.

Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card 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 Manager to make the correction and such correction must be approved by both the employee and the Manager. Encore uses electronic time keeping system. If a time card is not submitted by the employee the employer will print a time sheet that the employee and manager must sign.

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

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

#### (h) Mandatory Training and Meetings

The School will pay nonexempt employees for attendance at mandatory trainings, lectures and meetings outside of regular working hours only, but not voluntary trainings, lectures and meetings, which occur in the following circumstances:

1. The employee's present working conditions or continuation of employment is not adversely affected by nonattendance and the employee was not directed to attend by a supervisor;
2. The course, meeting or lecture is not directly related to the employee's job, meaning it is not designed to improve their job performance (as distinguished from training you for another job or to a new or additional skill); or
3. The employee does not perform any productive work during such attendance.

All mandatory trainings, lectures and meetings will be identified as such. If an employee is unsure about the characterization of an offered training, lecture or meeting, they should contact their direct report attending.

All nonexempt employees must accurately reflect attendance at all mandatory trainings, lectures and meetings outside of regular working hours on their time records.

### Section 1.05 Standards of Conduct

#### (a) Personal Appearance

Employees are expected to appear professional and neat in clothes that are appropriate and clean while on duty. Employees are expected to appear well groomed and appear within professionally accepted standards suitable for the employee's position and must at all time wear shoes. The employee's direct supervisor will inform them of any other specific dress code/uniform requirements for the position.

As a general rule, all staff members must be dressed a “step above” the average student dress on campus. All dress code rules for students apply to staff, family, vendors, and anyone else that may visit the campus.

#### (b) Student Safety

In accordance with the School’s policies providing student safety, including those covering anti-harassment, anti-discrimination, anti-intimidation and anti-bullying, each employee is expected to assist in maintaining a student safe environment. Thus, each employee is required to take immediate steps to intervene when it is safe to do so if the employee witnesses an act of discrimination, harassment, intimidation or bullying of a student. The employee is also required to report such actions to the Dean of Students as soon as practicable.

#### (c) Prohibited Conduct

The School expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees engaging in misconduct will be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited by the School. This list is not exhaustive and is intended only to provide you with examples of the type of conduct that will not be tolerated by the School. The specification of this list of conduct in no way alters the at-will employment relationship the employee has with the School.

- Unexcused absence and/or lack of punctuality
- Release of confidential information without authorization
- Possession of or reporting to work while under the influence of alcohol or illegal drugs and controlled substances
- Theft or embezzlement
- Willful destruction of property
- Conviction of a crime making the employee unfit for the position
- Falsification, fraud or omission of pertinent information when applying for a position
- Any willful act that endangers the safety, health or wellbeing of another individual
- Horseplay
- Any conduct that has gained sufficient notoriety so as to impair his/her on-campus relationships
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the school
- Misuse of School property or funds
- Possession of firearms, or any other dangerous weapon, while acting within the course of your employment with the School
- Acts of discrimination or illegal harassment based on gender, ethnicity or any other basis protected by state or federal law
- Failure to comply with the School’s safety procedures
- Insubordination
- Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School
- Violations of federal, state or local laws affecting the organization or your employment with the organization
- Unacceptable job performance
- Dishonesty
- Failure to keep a required license, certification or permit current and in good standing
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record
- Unreported absence of any three consecutively scheduled workdays

- Unauthorized use of School equipment, materials, time or property
- Working unauthorized overtime or refusing to work assigned overtime
- Abuse of sick leave
- Sleeping or malingering on the job
- Unprofessionalism

(d) Confidential Information

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

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#### (e) Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations that he or she believes may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts related to a potential or actual conflict of interest shall constitute grounds for disciplinary action. Employees shall not be financially interested in any financial transactions by the School where the employee was involved in the decision-making on behalf of the School, unless the conflict or potential conflict is first disclosed to the Board.

#### (f) Child Neglect and Abuse Reporting

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

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

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

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

#### (g) Outside Employment and Outside Business Ownership

Employees are required to inform the School, and receive approval, before accepting any employment or consulting relationship with another person or entity that may impact or affect the employee's employment with the School. While the School does not uniformly prohibit outside employment, employees will not be permitted to accept outside work that is competitive with the School where the employee would have a conflict of interest or that interferes with the employee's work for the School.

Employees should not accept any employment or consulting relationship with another person or entity while employed by the School that would interfere with their ability to satisfactorily perform their job duties. The School holds all employees to the same standards of performance and scheduling demands and will not make any exceptions for employees who also hold outside jobs.

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix [or Appendices], designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the Encore Education Corporation (District).

Individuals holding designated positions shall file their statements of economic interests with the District, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). All statements will be retained by the District.

OR

Individuals holding designated positions shall file their statements of economic interests with the District, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). Upon receipt of the statements for the [Members of the Board, Alternates, CEO, COO, Executive Director, Executive Manager, Administrative Counselor, and Psychologist, the District shall make and retain copies and forward the originals to the Human Resources. All other statements will be retained by the District.

#### (h) Expense Reimbursements

The School will reimburse employees for all actual and necessary expenses incurred in the furtherance of School business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the School's policy regarding expenditures, a copy of which may be obtained from the **Executive Manager**. In general, all expenses must have been previously approved in writing by **CEO**. All reimbursement forms must be complete and submitted to **CEO**.

Teachers / Instructors are given a \$500 annual reimbursable allowance to set up their classrooms, replace classroom supplies, and create a classroom environment that is successful. For expenses beyond the \$500 annual allowance, teachers / instructors should talk to their Dean of Academics or the CEO to share "wants and needs," and receive authorization prior to incurring the expense.

### Section 1.06 Employee Benefits

#### (a) Holidays

Encore Education Corporation observes paid holidays during the school year for classified staff. Refer to your calendar for holidays that are paid in the school year.

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, Encore Education Corporation may close on another day or grant compensating time off instead of closing. Holiday observance will be announced in advance.

Each regular non-exempt classified employee's eligibility for holiday pay begins after completion of his or her introductory period. To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately

preceding and immediately following the holiday, unless a paid absence on either day is approved in advance by your supervisor. If you are required to work on a paid scheduled holiday, you will receive straight time for hours worked and holiday pay for the holiday itself.

#### (b) Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Full-time and Part-time employees continue to accrue paid sick leave on a proportional basis over the remainder of the school year until reaching an equivalent of five (5) work days, at which point, accrual stops. On-Call and Daily employees do not accrue additional sick leave beyond the twenty-four (24) hours. Unused paid sick leave does carry over from year to year.

New employees may not use paid sick leave in the first ninety (90) days of employment.

If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable. Employees must contact **Human Resources** to schedule or report the need for paid sick leave.

Accrued and unused sick leave is not paid out upon termination, resignation, retirement or other separation from employment. The School will provide employees with written notice setting forth the amount of paid sick leave available.

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.

#### (c) Insurance Benefits

##### (i) Health Insurance

Employees who work thirty (30) or more hours per week are eligible to participate in the School sponsored group health insurance plan as set forth in the Summary Plan Description ("SPD"). The School will cover the employer portion, the amount of which is based on the employee's employment status. The employer portion is subject to the following monthly and annual limits:

- For Full Time Executive and Administrative employees, the School will provide up to \$15,000.00 per year prorated on a monthly basis.
- For Full Time Certificated Teaching employees, the School will provide up to \$12,000.00 per year prorated on a monthly basis.

- For Full Time Certificated Teaching employees with 7 years plus service with EHS, the School will provide up to \$14,000.00 per year prorated on a monthly basis.
- For Full Time Non Certificated non-teaching employees, the School will provide up to \$10,000.00 per year prorated on a monthly basis.
- For Part Time Non Certificated non-teaching employees working 30-39 hours a week, the School will provide up to \$7,000.00 per year prorated on a monthly basis.

This contribution can only be used for participation in the employer sponsored group plan. Unused contributions are not available to cash out or transfer to another insurance plan. The employee will be responsible for premium costs in excess of the employer portion. The employee portion of monthly premiums will be deducted from the employee's paycheck.

If medical insurance premium rates increase, employees may be required to contribute to the cost of increased premiums to retain coverage. Employees may become ineligible for participation in the School's health insurance plan based on a reduction of work hours and certain kinds of unpaid leave.

The School maintains a ninety (90) day waiting period before employees may be eligible for enrollment in the School's health insurance plan. Eligible employees may be automatically enrolled following the first day after the ninety (90) day waiting period.

*(ii) State Disability Insurance*

All employees are enrolled in and pay into California State Disability Insurance (SDI), which is a partial wage-replacement insurance plan for California workers. Employees may be eligible for SDI during a qualifying period of disability, as set by the state. SDI is not provided or approved by the School. While the School can assist employees with information on SDI, eligibility determinations and payments are made by the state.

*(iii) Family Leave Insurance*

Employees may be eligible for Paid Family Leave ("PFL") wage replacement benefits from the state for up to eight (8) weeks for a qualifying FMLA or CFRA absence, such as for the care of a seriously ill family member or to bond with a new child within one (1) year of the child's birth or placement with the employee in connection with foster care or adoption. While the School can assist employees with information on PFL, eligibility determinations and payments are made by the state.

*(iv) Workers' Compensations Insurance*

Encore, 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 Principal;
- Seek medical treatment and follow-up care if required;



- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Principal; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

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

#### (d) Unpaid Leaves of Absence

Under certain circumstances, the School may grant unpaid leaves of absence to employees. Employees must submit requests for leaves of absence in writing to **Human Resources** as far in advance as is practicable. While on leave, employees should occasionally keep in contact with **Human Resources** and must notify **Human Resources** if the date to return to work changes. If an employee's leave expires and fails to return to work without contacting **Human Resources**, it will be presumed that the employee abandoned his/her position with the School and employment may be terminated. If an employee is unable or unwilling to return to work at the expiration of his/her leave of absence, his/her employment may be terminated.

This Handbook summarizes leave that may be available to employees. Most leave policies have differing requirements for eligibility, duration, benefits, etc. Therefore, employees should contact **Human Resources** to request specific information relating to a particular leave policy.

While out on an paid leave of absence, employees may not accept employment with another company or person unless agreed to in advance in writing by the School's Board. Acceptance of employment in violation of this policy will be considered an abandonment of the employee's position with the School, and employment may be terminated. Employees shall not apply for unemployment compensation insurance while out on leave.

*(i) Family Care and Medical Leave*

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

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee To FMLA/CFRA Leave

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

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

- d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
  3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a grandparent, grandchild, or sibling for CFRA purposes.
  4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces servicemember 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 servicemember may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
    3. The "twelve month period" in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
    4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.
  - Pay during FMLA/CFRA Leave

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

- Health Benefits

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

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

Encore 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 Principal. 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.

*(ii) Pregnancy Disability Leave*

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

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

- Duration of Pregnancy Disability Leave

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

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

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

- Pay during Pregnancy Disability Leave

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

- Health Benefits

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

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

- Seniority

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

- Medical Certifications

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

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.



4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
  5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
  6. The School will respond to a pregnancy disability leave request within 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 Encore 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.

*(iii) Organ Donation and Bone Marrow Donation*

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

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

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

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

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

*(iv) Funeral/Bereavement Leave*

Exempt and Non-Exempt Employees who have worked with the School for more than **90 days** will be allowed up to **three (3)** working days off without a loss of pay to arrange and attend the funeral of an immediate family member. For purposes of this policy, an employee's immediate family member includes a current spouse, parent, legal guardian, sibling, child, or parent, sister, or brother of the employee's spouse or domestic partner, grandparent, grandchild, or domestic partner.

If any employee requires more than **three (3)** workdays off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued personal time, which may be granted in the discretion of the School.

*(v) Military and Military Spouse Leave of Absence*

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

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

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

#### *(vi) Drug and Alcohol Rehabilitation Leave*

The School will reasonably accommodate an employee who voluntarily enters and participates in an alcohol or drug rehabilitation program, including potentially providing unpaid leave to participate in the program. The School will not pay for the costs incurred in attending a rehabilitation program. An employee who wishes to identify him or herself as an individual in need of the assistance of an alcohol or drug rehabilitation program may contact **Human Resources**. The School will take all reasonable steps necessary to maintain the employee's privacy in this situation. The employee may use accrued sick leave or accrued vacation time, if any, during the requested leave.

An employee will not be subject to any discipline or retaliation for voluntarily enrolling in a drug and alcohol rehabilitation program. Employees who violate the School's drugs and alcohol policy will not be protected from discipline or dismissal by attempting to take leave under this policy.

#### *(vii) Time off for Adult Literacy Programs*

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

An employee who wishes to reveal a problem of illiteracy and requests School assistance should contact **Human Resources**. The School will take all reasonable steps to safeguard the employee's privacy.

Employees may use accrued vacation pay if available to make up for the work that is missed to attend literacy classes.

*(viii) School Activities Leave*

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

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

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

*(ix) Jury and Witness Duty*

The School will provide employees unpaid leave to serve on a jury or grand jury as required by law. The School will also provide employees unpaid leave to appear in court or other judicial proceeding as a witness, as permitted by law, to comply with a valid subpoena or other court order. Please notify **your direct report** of your commitment to serve on a jury or as a witness as far in advance as possible.

*(x) Victims of Abuse Leave*

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

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

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

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

prosecuting attorney that the employee appeared in court.

3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

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

#### *(xi) Victims of Crime Leave*

An Employee who is a victim of certain crimes (violent felonies, felony thefts and serious felonies as defined by law) or is an immediate family member of a victim, is a registered domestic partner of a victim or the child of a registered domestic partner of a victim will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advanced notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting crime victim leave. Please notify **Human Resources and your direct report** of your need for time off as far in advance as possible. As applicable, an employee may use accrued vacation leave or sick leave for crime victim leave purposes.

#### *(xii) Volunteer Firefighters, Reserve Peace Officers or Emergency Rescue Personnel Leave*

Employees who perform emergency duties as volunteer firefighters, reserve peace officers or emergency rescue personnel will be given time off as necessary in accordance with the law. Employees are requested to alert **Human Resources and your direct report** of their status as volunteer firefighters, reserve peace officers or emergency rescue personnel so that the School will have advanced notice of the employee's potential need to leave the School in the event of an emergency. Any time an employee must perform emergency duties, he/she must notify **Human Resources and your direct report** before leaving the School's premises.

Employees who perform duties as a volunteer firefighter are entitled to a temporary leave of absence not to exceed an aggregate of fourteen (14) days per calendar year for the purpose of engaging in fire or law enforcement training. Employees must provide **Human Resources and your direct report** with advanced notice of any training.

#### *(xiii) Voting Leave*

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

#### *(xiv) Paid Personal Leave*

New employees may not use paid personal leave in the first ninety (90) days of employment.

full-time employees are entitled to accrue four days per year of personal leave. Personal leave cannot accrue past the maximum of four days. Once this cap is reached, no further personal leave will accrue. Personal leave days must be coordinated and cleared with your supervisor. Encore Education Corporation schedules determine permissible personal leave days.

Exempt employees must take personal leave in four-hour increments. Employees absent for four hours or more in a workday will have the corresponding amount of time deducted from their accrued personal leave.

An employee whose employment terminates will be paid for accrued unused personal leave days on a pro rata basis.

## Section 1.07 Employment Evaluation and Separation

### (a) Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by their direct supervisor. 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 employee's work, their 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 or job retention. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, employees are required to sign the evaluation report simply to acknowledge receipt and review.

### (b) Discipline and Termination

Either the employee or the School may terminate the employment relationship at any time, with or without prior notice and with or without cause.

Violation of the School's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions or termination. The School's disciplinary system is informal and the School may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon a first offense.

### (c) Resignation

While it is not required, the School requests that employees electing to resign to give as much advance notice as possible (preferably two weeks) to allow the School to plan for the employee's departure.

An exit interview will normally be scheduled on the last day of work with **Human Resources and a member of the Administrative Team**. The purposes of the exit interview is to review eligibility for benefit conversion, to ensure that all necessary forms are completed, to collect any company property (including keys, equipment, documents and records) that may be in the employee's possession, to review the

employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at the School. The School appreciates receiving candid opinions of the employee's employment. Final pay, including pay for any earned but unused vacation time, will be provided in accordance with state law.

(d) References

All requests for references and employment verifications must be promptly directed to **Human Resources**. When contacted for a reference or employment verification, the School will only provide information concerning dates of employment and the title of the last position held. Other employees may not provide any employment verifications or act as a reference for any other employees.

(e) Arbitration

Employees may resolve their disputes against the School in arbitration as described in the arbitration section of the School's employment agreement. .

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## Section 1.08 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 Principal 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 Principal or designee:

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

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

### **Policy for Complaints Against Employees**

(Complaints by Third Parties Against Employees)

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

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

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

### **General Requirements**

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

## **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 Principal 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.*

*Encore 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):

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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: \_\_\_\_\_

(b) APPENDIX B Internal Complaint Form

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