



COMMUNITY LEARNING CENTER SCHOOLS
EMPLOYEE HANDBOOK

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SECTION 1 – WELCOME

WELCOME TO COMMUNITY LEARNING CENTER SCHOOLS!

We are happy to have you join us at Community Learning Center Schools (CLCS), DBA Alameda and NEA Community Learning Center Schools, (or “School”). We believe our schools are truly unique. We serve a diverse group of talented and hardworking students. We regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance for each one of our employees. All employees should treat all individuals, including students, teachers, administrators, volunteers, and family members, with respect, and approach all situations as opportunities to learn.

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

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

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

I welcome you and wish you great success and fulfillment at Community Learning Center Schools.

Sincerely,

Annalisa Moore
CLCS Executive Director

SECTION 2 – GENERAL

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

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

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

No supervisor or other representative of CLCS except the Executive Director with the approval of the Board of Directors, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Second, the procedures, practices, policies and benefits described herein may be modified or discontinued from time to time with or without advance notice. We will try to inform you of any changes as they occur.

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

SECTION 3 – OUR MISSION/PHILOSOPHY

MISSION STATEMENT

The *Alameda and Nea Community Learning Centers* use an educational model that empowers all youth to take ownership of their educational experience, to celebrate their diverse community, and to actively participate as members in a democratic society.

ACADEMIC PHILOSOPHY

Community Learning Center Schools, Inc. is dedicated to providing educational opportunity and access in an active, dynamic, diverse, and participatory environment so all youth can achieve their full learning potential.

Three key elements of our model are: **project-based learning**, **a democratic model** that fosters student voice, and **a college-preparatory curriculum**. Adherence to these fundamentals allows CLC Schools to nurture love of learning, self-confidence, critical thinking, teamwork and leadership among the learners at our schools.

How does CLCS implement our model?

- We have facilitators, not teachers.
- We learn how to learn.
- We learn by doing.
- We have “hard fun”.
- We provide flexibility and opportunity.
- We integrate technology.
- We are a democratic community.

SECTION 4 – EMPLOYMENT

EMPLOYMENT APPLICATIONS

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

AT WILL EMPLOYMENT (Non-Union Staff Only)

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

This is called “employment at will,” and no one other than the Executive Director of CLCS, with the approval of the Board of Directors, has the authority to alter your employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the President of the Board of Directors. Statements of specific grounds for termination set forth in this Handbook, or elsewhere, are not all-inclusive and are not intended to restrict CLCS’s right to terminate at-will.

EQUAL EMPLOYMENT OPPORTUNITY

CLCS is an equal opportunity employer. In accordance with applicable law, the School prohibits discrimination against any employee or applicant for employment on the basis of an individual’s protected status, including race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), color, religious creed (which includes, without limitation to religious dress and grooming practices), gender, gender identity, gender expression, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, age, sexual orientation, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration protected by applicable law. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is

perceived to have) any of these characteristics. The School will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to the School. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact Chief Operations Officer and request such an accommodation, specifying what accommodation he or she needs to perform the job. The School will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

HARASSMENT

It is the policy of CLCS to ensure equal employment opportunity without harassment on the basis of race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), color, religious creed (which includes, without limitation, to religious dress and grooming practices), gender, gender identity, gender expression, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, age, sexual orientation, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

CLCS prohibits any such harassment in the workplace. In addition, we prohibit abusive conduct/workplace bullying in the work environment. It is our mission to provide a professional work and learning environment free of harassment, discrimination and/or workplace bullying and that maintains equality, dignity, and respect for all. This policy protects all employees of the School as well as interns, volunteers, and potential employees (applicants). All employees of the School are required to abide by this policy, regardless of position or status, including supervisors, administration, and co-workers. In addition, this policy prohibits unlawful harassment by third parties, including students, parents, vendors or other third parties, who have workplace contact with our employees.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or school-related social events.

1 What is Harassment?

Harassment can take many forms. As used in this Employee Handbook, the term “harassment” includes all unwelcome conduct that comprises the following behavior pertaining to any of the above protected categories or characteristics:

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

- Verbal conduct such as flirting, epithets, derogatory jokes or comments, voicemails, slurs or unwanted sexual advances, sexually suggestive innuendos, conversations regarding sexual activities, invitations, or comments (including, but not limited to, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status or disability, or mockery of an accent or a language or its speakers) (“hostile work environment” harassment).
- Disrespectful or unprofessional conduct based on any of the protected categories listed above (“hostile work environment” harassment).
- Comments or conduct that consistently target one gender, even if the content is not sexual (“hostile work environment” harassment).
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, gestures, text messages, social media, instant messages, e-mails, letters, pictures, or gifts (“hostile work environment” harassment).
- Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work because of any protected basis (“hostile work environment” harassment).
- Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors (“quid pro quo” harassment).
- Sexually harassing conduct does need not to be motivated by sexual desire and may include situations that began as reciprocal relationships but later ceased to be reciprocal.

2 What is abusive conduct/workplace bullying?

- Conduct of an employee in the workplace that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer’s legitimate business interests. Examples may include:
 - Use of derogatory remarks, insults and/or epithets

- Verbal or physical conduct that sabotages or undermines a person's work performance that is threatening, humiliating or intimidating.
- Bullying, gossip, profanity, abusive conduct and negative comments are destructive to our School culture, create false rumors, disrupt school operations and interfere with the privacy of others.

3 What is Retaliation?

Retaliation against an individual for reporting harassment, discrimination or for participating in an investigation of a claim of such conduct is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

As used in this policy, "retaliation" means taking any adverse employment action against an employee because the employee engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, reporting or assisting in reporting suspected violations of this policy, cooperating or participating in investigations or proceedings arising out of a violation of this policy, or engaging in any other activity protected by applicable law.

As used in this policy, an "adverse employment action" means conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing an employee's work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such as denying an accommodation; not talking to an employee (the "cold shoulder") when otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any retaliatory adverse action because of a protected activity will not be tolerated. If an employee believes he/she has been subjected to, has witnessed, or has knowledge of retaliation in violation of this policy, please follow the complaint procedure outlined below.

4 Responsibility

All CLCS employees have a responsibility for keeping our work environment free of harassment, discrimination, retaliation and abusive conduct in accordance with this policy.

5 Reporting

CLCS strongly encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been subjected to such conduct should immediately discuss their concerns with their immediate supervisor or the Chief Operations Officer. All employees who

witness potential violations of this policy, and particularly supervisors, are required to immediately report such incidents to the Chief Operations Officer. Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to the Chief Operations Officer or other senior-level administrators, as appropriate. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination. There is no requirement to report your complaint to any designated supervisor within CLCS. Select the individual supervisor with whom you feel the most comfortable discussing your complaint. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint.

Every effort will be made to keep such reports as confidential as possible, although confidentiality cannot be guaranteed. CLCS is serious about enforcing its policy against discrimination, harassment and retaliation; however, CLCS cannot resolve potential violations that it does not know about. Therefore, employees are responsible for bringing any such problems to CLCS's attention so it can take whatever steps are necessary to correct the problems.

All complaints submitted pursuant to this policy can be done in writing or verbally. Your complaint should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints anonymously via a written document left in the CLCS mailbox in the Main Office.

6 Investigation/Complaint Procedure

All complaints of unlawful harassment, discrimination or retaliation will be promptly investigated.

CLCS encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

CLCS's investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent possible and consistent with adequate investigation methods and appropriate corrective actions. The School has a compelling interest in protecting the integrity of its investigations. In every investigation, the School has a strong desire to protect witnesses from harassment, intimidation and retaliation, to keep evidence from being destroyed, to ensure that testimony is not fabricated, and to prevent a cover-up. If the School reasonably imposes a confidentiality requirement and you do not maintain such confidentiality, you may be subject to disciplinary action up to and including immediate termination.

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

During the investigation, CLCS will provide regular progress updates, as appropriate, to those directly involved. CLCS will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses.

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

Any conduct which CLCS believes constitutes harassment, discrimination, abusive conduct, or retaliation in violation of this policy will be dealt with appropriately. Corrective action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as CLCS believes is appropriate under the circumstances. Due to privacy protections, the CLCS may not be able to fully disclose its entire decision regarding corrective action to the complainant. False and malicious complaints of harassment, discrimination, abusive conduct, or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

7 Conclusion

This policy was developed to ensure that all employees work in an environment free from harassment, discrimination, abusive conduct and retaliation. Any employee who has questions or concerns about these policies should talk with the Chief Operations Officer and the Executive Director.

If you believe you have experienced discrimination or harassment you may file a Department of Fair Employment and Housing ("DFEH") or Equal Employment Opportunity Commission complaint. For information contact the DFEH or EEOC. You may find their phone numbers online at www.eeoc.gov and www.dfeh.ca.gov, respectively.

8 Training Requirements

CLCS requires all employees to abide by California's training requirements, which includes training within six months of hire and retraining every two years thereafter.

WHISTLEBLOWER POLICY

CLCS is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of

law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of CLCS policy, specifically the policies contained in CLCS's Employee Handbook.

An employee who wishes to report a suspected violation of law or CLCS policy may do so by contacting the Board of Directors.

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

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: the Chief Operations Officer and the Executive Director. Any supervisor, manager, or other staff member that receives complaints of retaliation must immediately inform the Chief Operations Officer and the Executive Director

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality to the extent possible, consistent with a full and fair investigation. Information will be disclosed only as it is necessary to complete the investigation and resolve the matter. A Board of Directors Designee and a member of CLCS management will conduct the investigation or designate other internal or external parties to conduct the investigation. The investigating parties may notify the concerned individuals of their findings as appropriate.

OPEN COMMUNICATION POLICY

We want to hear from you. CLCS strongly encourages employee participation in decisions affecting their employment and their daily professional responsibilities. Our greatest strength lies in our employees and our ability to work together. We encourage open communication about all aspects of our school and organization. Employees are encouraged to openly discuss with their supervisors any problems or suggestions they believe would make our organization better and stronger. CLCS is interested in all our employee's success and fulfillment. We welcome all constructive suggestions and ideas.

Employees who have work-related concerns or complaints are encouraged to discuss them with their Supervisor. Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. CLCS will attempt to keep the employee's concerns and complaints confidential to the extent feasible. However, in the course of resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law. Employees with concerns or complaints relating to harassment, discrimination or retaliation should follow the reporting procedure outlined in this Handbook.

LACTATION ACCOMMODATION POLICY

CLCS provides a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child.

A private location to express breast milk will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, the School shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, the School may provide another cooling device suitable for storing milk, such as a School-provided cooler.

An employee who would like to request an accommodation to express milk should contact the employee's supervisor. The School will respond accordingly, generally within two business days. The School reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Employees requesting an accommodation under this policy should comply with the following requirements:

1. The employee should contact their supervisor to request designation of a location and time to express breast milk under this policy.
2. The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

Retaliation for making a lactation accommodation request is strictly forbidden. If the employee believes the employee has been retaliated against it should be reported immediately to the Chief Operations Officer. Discrimination against and harassment of lactating employees in any form is unacceptable will not be tolerated at CLCS and will be handled in accordance with CLCS's policy on discrimination and harassment.

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

PUBLIC RELATIONS

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

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

These are the building blocks for our continued success:

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

SECTION 5 – THE EMPLOYMENT PROCESS

EMPLOYEE CLASSIFICATIONS

Each CLCS employee is either a “full-time,” “part-time,” or “temporary” employee and either an “exempt” or “non-exempt” employee. Some of the policies and benefits described in this handbook depend on whether the employee is full-time or part-time. Regular full-time employees are those employees regularly scheduled to work 40 hours or more each week (Certificated) or 37.5 hours or more (Classified). Regular part-time employees are those regularly scheduled to work less than 40 hours each week (Certificated) or 37.5 hours (Classified). Temporary employees are those employed for short-term assignments or in connection with a specific project or event. Temporary employees are not eligible for employee benefits, except those mandated by applicable law.

Every member of the team is designated as an “Instructional” or “Certificated employee”, “Non-Instructional” or “Classified employee” or an “Administrator” or “Manager”. Some of the policies and benefits described in this Handbook depend on how the employee is designated.

Exempt employees: This category includes all employees who are determined to be exempt from certain wage and hour provisions of state and federal laws. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work or time off in lieu of additional compensation, except as specified in the CBA.

Non-exempt employees: This category includes all employees who are covered by certain wage and hour provisions of state and federal laws (i.e., overtime for all hours worked in excess of 40 hours per workweek or in excess of 8 hours in a workday). Non-exempt employees are entitled to overtime and double time pay as well as meal and rest breaks, as prescribed by law.

Certificated Employee: Certificated Employees are those employees hired by CLCS for the primary purpose of instructing learners and whose positions require a credential or license.

Classified Employee: Classified Employees includes those employees hired by CLCS that do not primarily instruct learners, such as administrative, maintenance, assistants, office personnel, paraprofessionals and other operational employees.

WORK SCHEDULES

Union Employees

All employees will work their assigned schedules in accordance with the CBA and the specified information provided in their employment letter.

Non-exempt employees are not allowed to perform work at home or away from the School unless specifically authorized for each occurrence by their supervisor. Non-exempt employees

are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Non-exempt employees are not allowed to work “off the clock.”

Non-Union Employees

Your Supervisor will assign your individual work schedule and it will be written in your employment letter.

In order to accommodate the needs of our school business, it may be necessary to change individual work schedules on either a short- term or long-term basis.

CLCS reserves the right to assign employees to jobs other than their usual assignment when necessary provided the employee is capable of performing the essential functions of the alternate assignment.

Non-exempt employees are not allowed to perform work at home or away from the School unless specifically authorized for each occurrence by their supervisor. Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Non-exempt employees are not allowed to work “off the clock.”

WORK WEEK

CLCS’s workweek is from Sunday at 12:00 A.M. through the following Saturday at 11:59 P.M.

Union Employees

Please see the CBA for standard work hours.

Non-Union Employees

CLCS’s standard workday is 7:30 a.m. to 4:00 pm or 8:00 am to 4:30 pm each day.

SCHOOL HOLIDAYS

The School observes paid holidays as shown the approved calendar by the Board of Directors and published each year. The following are included:

- Labor Day
- Indigenous People’s Day
- Fall Recess
- Winter Break
- Martin Luther King Day
- President's Day
- Spring Break
- Memorial Day

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

ACADEMIC FREEDOM

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

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

ATTENDANCE AND PUNCTUALITY

The presence or absence of each employee is of critical importance to the successful operation of the CLCS. Regular attendance and punctuality are considered an essential function of each position. Therefore, CLCS expects all of its employees to be on time, ready to begin work at the beginning of their day, and to work the full allotted time they are assigned each day.

If you are unable to report for work on any particular day, you must call the Front Desk as soon as possible and at least one hour before the time you are scheduled to begin working for that day. Absent extenuating circumstances or a medical provider's order excusing you from work for a period of time, you must call in on any day you are scheduled to work and will not report to work. The School understands that in some cases, advance notice is not possible. In these cases, notify the Front Desk personally at the earliest possible moment. In some circumstances, you may be required to provide verification of or documentation for your absence.

If you fail to report for work without any notification to the Front Desk and the absence continues for a period of three business days, the School will determine that you have abandoned your job and voluntarily terminated your employment.

TIME RECORDS (NON-EXEMPT EMPLOYEES)

Nonexempt employees must accurately complete time records within the School's timekeeping system on a daily basis. Each time record must show the exact time each work period began and ended, the meal periods taken, and your signature. Absences and overtime must be accurately identified on your time record. Non-exempt employees are not allowed to work "off the clock." All time actually worked must be recorded. This includes the use of laptops, computers, PDAs or cell-phones to check work email, voicemail or to send text messages after hours when authorized by your Supervisor in writing. You cannot record time and/or submit a

time record for another employee. Each employee must sign and submit his or her own time record.

Exempt employees must report all full and partial days of absence from work.

MEAL AND REST PERIODS (NON-EXEMPT EMPLOYEES)

All non-exempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition by law, please understand that you may not combine required meal or rest periods in order to take a longer break. Also by law, you may not miss a required meal or rest period in order to start work later or leave work earlier. In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy or you must begin your meal period more than five hours after your work period began, you must notify Human Resources in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken. If you leave the premises for either a meal or rest break, you are doing so for strictly personal reasons and will not be covered by worker's compensation.

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

1 Meal Periods

Nonexempt employees (hourly employees) scheduled to work more than five hours in a day are given a 30-minute duty-free unpaid meal period. The meal period must be taken before the end of the fifth (5th) hour of work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period no later than 12:00 p.m. (noon). The employee may waive this meal period if his/her workday will be completed within a total of six hours or less. To waive a meal period, the employee must receive prior written approval from the Chief Operations Officer and complete a "Meal Period Waiver" form.

If an employee's day exceeds ten hours of work time, the employee is entitled to an additional 30-minute duty-free meal break. The employee may only waive this second meal period if he/she has taken the required first meal break of at least 30 minutes and his/her workday will not exceed 12 hours. To waive the second meal period, the employee must receive prior written approval from the Chief Operations Officer and complete a "Second Meal Period Waiver" form.

<u>Hours Worked</u>	<u>Number of Meal Periods</u>
0 hours to 5 hours	No meal period
Over 5 hours to 10 hours	1 30-minute meal period
Over 10 hours to 14 hours	2 30-minute meal periods

Nonexempt employees must observe assigned working hours, the time allowed for meal periods, and report any missed, late or short meal periods on that days' time record and to the employee's supervisor immediately. The meal period must be accurately recorded on the employee's time sheet. Meal periods are unpaid time and employees are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday.

2 Rest Periods

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

<u>Hours Worked</u>	<u>Number of Rest Periods</u>
3.5 hours to 6 hours	1 10-minute rest period
Over 6 hours to 10 hours	2 10-minute rest periods
Over 10 hours to 14 hours	3 10-minute rest periods

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

PAYDAYS

Paydays at CLCS are the last day of each month, except December when the day is based on when the holiday falls. Employees will be notified via email of the date. The Chief Operations Officer or his or her designee will distribute checks to employee mailboxes for those who do not have direct deposit. If a normally scheduled pay day falls on a weekend or holiday, paychecks will be distributed the preceding business day.

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

PAYROLL WITHHOLDINGS

CLCS is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (STRS for eligible credentialed faculty or PERS, if the school participates) and State Disability Insurance from each employee's paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, CLCS must comply with that order within the time allowed by law and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

If an employee believes an error has been made in his or her pay or deductions CLCS will work in good faith to resolve errors as soon as possible. The employee should notify the Chief Operations Officer of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then he or she should ask the Chief Operations Officer to explain it. The employee may change the number of withholding allowances he or she wishes to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W-4 form and submitting it to the HR Assistant.

SECTION 6 – CONDITIONS OF EMPLOYMENT

IMMIGRATION LAW COMPLIANCE

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

CREDENTIAL REQUIREMENTS

If you are a credentialed team member, you must provide copies of your credential, certificate of clearance, transcripts, and test scores prior to your first day of actual work and if already employed, prior to the start of the academic year if applicable. Failure to provide these documents may delay your ability to begin work.

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

If you allow a credential, certificate, registration, or required course deadline to expire, or if you fail re-certification, training, or testing, or otherwise fail to maintain the necessary credential for your assignment, CLCS is required to remove you from the work schedule until you meet the necessary requirements for your assignment or renew your credential.

TUBERCULOSIS TEST

Before the first day of employment, all new employees must have had a tuberculosis test as described in Education Code 49406 or a TB Risk Assessment (pursuant to AB1667) within the past 60 days. Employees transferring from other public or private schools within the State of California must either provide proof of an examination or a completed Risk Assessment within the previous 60 days or a certification showing that he or she was examined within the past four (4) years and was found to be free of communicable tuberculosis. The current physician's statement or Risk Assessment must be on file in the office before the first day of employment. Failure to provide documentation on time may result in delay of your ability to begin work or termination.

Results of these tests are strictly confidential. TB Clearance is good for four years and it is the employee's responsibility to remain in compliance and ensure the school has a valid certificate on file.

The examination for applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant. The cost of the examination required for existing employees shall be a reimbursable expense. Employees should follow the School's reimbursement procedures.

CRIMINAL BACKGROUND CHECK

All employees must have Live Scan fingerprint results on file with CLCS in accordance with applicable law. Live Scan fingerprinting will be required of all job applicants, employees, and volunteers as required by California and federal law. These background checks are performed through a fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).

All fingerprint and background information must be completed and the results in the possession of CLCS before the first day of employment. Failure to complete this process will delay the employee's ability to begin work.

Employees with adverse background information (such as certain specific criminal conviction) may be ineligible for employment with CLCS.

CLCS shall also request subsequent arrest notification from the Department of Justice and take all appropriate action based upon such further notification in accordance with applicable law.

For additional information on background checks, please contact the Chief Operations Officer.

CHILD ABUSE AND NEGLECT REPORTING ACT

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse or neglect, or you reasonably suspect it, California Penal Code Section 11166 requires you to immediately report this information or suspicion to a child protective agency or the police. The report shall be made by phone as soon as possible and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse. Failure to meet these obligations can result in a monetary fine and/or jail.

While each employee has the responsibility to ensure the reporting of any child he/she suspects is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. It is extremely important that CLCS employees comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA.

The Lead Facilitator is available to answer any questions employees may have about their responsibilities under CANRA, or to assist an employee in making a report under CANRA. If an employee makes a report pursuant to CANRA without CLCS's assistance, he or she is required to notify CLCS of the report if it is based on incidents he or she observed or became aware of during the course and scope of his or her employment with CLCS.

FIRST-AID AND CPR TRAINING

All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, coaches, non-core teachers, administrators) must receive, renew, and maintain basic first-aid and CPR certification by the first day of school. Any employee required to be first aid certified and hired after the beginning of the school year will be required to provide proof of completion of both First Aid and CPR training prior to the first day of work.

For additional information on the training required, please contact the HR Assistant.

PERSONNEL FILES

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

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

CHANGES IN EMPLOYMENT

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

SECTION 7 – PERFORMANCE

PERFORMANCE EVALUATIONS

1 Administrative and Classified **Non-Union** Employees:

Performance evaluations generally are conducted annually to provide both employees and supervisors with the opportunity to discuss the employee's position, tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving performance. 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 an increase in salary or promotional opportunities, or even continued employment.

In addition to these more formal performance evaluations, CLCS encourages you and your supervisor to discuss your job performance on an ongoing basis.

CLCS's provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit the CLCS's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Employment is at the mutual consent of the employee and CLCS. Accordingly, either the employee or CLCS can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

2 Basis for Determining Pay

Numerous factors may influence your rate of pay, including but not limited to, education, experience, training and/or the operational needs of the School. It is CLCS's goal to have a current Job Description for each employee that broadly defines the job responsibilities and essential functions for each position.

While CLCS strives to complete wage increase determinations on an annual basis, there is no guarantee that employees will receive a salary increase, cost of living adjustment or promotion every school year. Salary increases, cost of living adjustments and promotions are solely within the discretion of CLCS and depend upon many factors in addition to performance. Positive performance evaluations do not guarantee increases in salary or promotions. Increases may be determined the basis of various factors including, but not limited to, performance, adherence to school policies and procedures, ability to meet or exceed duties, salary schedules/ranges/bands, achievement of performance goals, or operational factors.

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

3 Union Employees

Performance evaluations for union staff are required under the Collective Bargaining Agreement (CBA). Please review the CBA for specifics.

SECTION 8 – LEAVES

FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT ¹

Eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence, and are employed at a worksite where there are 50 or more employees of the School within 75 miles.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable via a request to your supervisor. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. the care of the employee's spouse, child, parent, or registered domestic partner with a "serious health condition";
3. the "serious health condition" of the employee;
4. the care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
5. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

¹ Employees may qualify for FMLA/CFRA Leave only if the School has 50 or more employees, the employees work within 75 miles of their respective worksites and meet other eligibility requirements set forth above. Please check with the Chief Operations Officer to determine whether you are eligible for FMLA/CFRA leave.

A “serious health condition” is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, or registered domestic partner requires your care or assistance as certified in writing by the family member’s health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave.

Family and medical leave is unpaid and may be taken for up to 12 workweeks during the designated 12-month period (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a “rolling twelve months” looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be permitted to use any accrued sick leave during unpaid family and medical leave (e.g. for example, any period in which you are not receiving a wage supplement through the EDD). You will also be permitted to use any accrued paid sick leave during unpaid family and medical leave that is due to your own or a family member’s serious health condition. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California’s State Disability Insurance plan or Paid Family Leave program) or workers’ compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available paid sick leave.

Benefit accrual, such as STRS/PERS and sick leave, will be suspended during the approved leave period and will resume upon return to active employment. During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If you do not return to work on the first workday following the expiration of an approved family and medical leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances, “key” employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any “key” employee who is not eligible for reinstatement.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact your supervisor.

PREGNANCY DISABILITY LEAVE

The School provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the School. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

The School will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, the School may require the employee to transfer temporarily to an available alternative position. This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be permitted to use any accrued sick time during any unpaid portion of pregnancy disability leave (e.g. for example, any period in which you are not receiving a wage supplement through the EDD). Employees may also elect to use any accrued sick leave time during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available <vacation/PTO> and/or sick leave.

Benefit accrual, such as STRS/PERS and sick leave, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the School with at least one week's advance notice of the date she intends to return to work.

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

position or to other benefits or conditions of employment than if the employee would not have otherwise have been employed if leave had not been taken.

If you have any questions regarding pregnancy disability leave, please contact your supervisor.

MILITARY SPOUSE LEAVE

An eligible employee-spouse of a qualified service member is entitled to take ten (10) days of unpaid leave during a period when the spouse or domestic partner is on leave from deployment during a period of military conflict.

An eligible employee must work an average of 20 hours per week; must provide notice of his or her intention to take the leave within two (2) business days of receiving official notice that the service member will be on leave from deployment; and submit written documentation certifying that the service member will be on leave during the time the leave is required.

The employee may use accrued sick leave during this unpaid time off.

WORKERS' COMPENSATION LEAVE

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the medical provider's recommendation. Workers' compensation leave will run concurrently with any other applicable medical leave of absence (i.e., FMLA/CFRA if applicable). The Chief Operations Officer will reach out to employees that have requested a workers' compensation leave regarding employer provided health insurance benefits. If you have any questions concerning this leave and/or any benefit related questions, please contact the Chief Operations Officer.

BEREAVEMENT LEAVE

CLCS provides regular full-time employees up to seven days of paid bereavement leave, beyond sick days, due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, domestic partner, dependent, sibling, stepsibling, grandparent or grandchild. CLCS also provide two days of paid bereavement leave due to the death of a close family member, including aunt, uncle, and cousin.

JURY DUTY LEAVE

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any accrued sick leave during jury/witness duty leave.

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

TIME OFF TO VOTE

The School will allow any employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time to vote. If employees are unable to vote in an election during their non-working hours, then the School will grant up to two hours of paid time off to vote. The request must be made at least two (2) working days in advance. The time must be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule unless the School and the employee agree otherwise.

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Accrued unused sick leave may be paid to the employee for this time off.

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

SCHOOL APPEARANCE/SUSPENSION LEAVE

If the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present the school's letter, which requests the employee's appearance at the school, to his or her supervisor at least two days before the requested time off.

This leave is unpaid but the employee may choose to use accrued sick leave. You will not be discharged or discriminated against because of an absence protected by this law.

CRIME VICTIM LEAVE

Employees are allowed to be absent from work to attend judicial proceedings related to a violent felony, serious felony (as defined by the California Penal Code) or felonies related to theft or embezzlement if:

- The employee is a victim of such a crime;

- An immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child or a registered domestic partner) of an employee is a victim of such a crime;

An employee must give reasonable advanced notice to the school by providing documentation of the proceeding. Documentation may be from any of the following:

- Notice from the court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim/witness assistance office advocating on the victim's behalf.

This leave is unpaid but the employee may choose to use accrued sick leave. You will not be discharged or discriminated against because of an absence protected by this law.

DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT/STALKING LEAVE

If you are a victim of domestic violence, sexual assault and/or stalking, you may take time off to obtain or attempt to obtain judicial relief, such as obtaining restraining orders, to help insure your health, safety or welfare or that of your child(ren). Employees may use available sick leave (if applicable). Otherwise, the time off is unpaid. All employees can take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking. Domestic violence, sexual assault and stalking victim's leave for medical treatment does not exceed or add to the unpaid leave time that FMLA/CFRA allows.]

You must give the School reasonable notice unless advance notice is not feasible, and provide certification that you are seeking such assistance.

Certification may be sufficiently provided by any of the following:

- A police report indicating that you were a victim of domestic violence, sexual assault or stalking;
- A court order protecting or separating you from the perpetrator of an act of domestic violence, sexual assault or stalking, or other evidence from the court or prosecuting attorney that you appeared in court; or,
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you are undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence, sexual assault or stalking.

Employees have the right to ask the School for help or changes in their workplace to make sure they are safe at work. The School will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what

happened to the employee. The School may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation.

The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision. The School will not discharge, discriminate or retaliate against an employee who exercises their rights under this law.

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

- The employee is a victim of domestic violence, sexual assault, or stalking.
- The employee asked for time off to get help.
- The employee asked CLCS for help or changes in the workplace to ensure safety at work.

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

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

MILITARY LEAVE

California's military leave laws and the Uniformed Services Employment and Reemployment Rights Act ("USERRA") ensure that employees are not adversely affected in their employment after taking leave for military service. Employees who serve in the military and are entitled to a military leave of absence without pay from the School under applicable laws should notify the Chief Operations Officer regarding the need for military leave.

Please see the Chief Operations Officer for more information regarding job reinstatement rights upon completion of military service.

ADULT LITERACY LEAVE

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

ORGAN DONOR / BONE MARROW DONOR LEAVE

The School will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person. In addition, the School will provide up to 30 business days of paid leave within a one-year period and up to another 30 business days of unpaid leave within a one-year period to an employee who donates an organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months. You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to ten (10) days of any accrued paid leave sick leave for organ donation and up to five (5) days accrued paid leave sick leave for bone marrow donation. This leave does not run concurrently with FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

You may take this leave incrementally, as medically necessary, or all at one time. All health benefits shall be maintained during this leave to the extent they exist at the time of the leave. This leave shall not be considered a break in service and the employee shall continue to accrue paid time off and other benefits as if they had continued working. The Employee shall be required to pay any portion of their benefits they are currently paying.

An employee shall not have any greater rights during this leave than if he or she had been actively working during this time but will be reinstated to their same or equivalent job prior to the leave. No employee shall be discriminated or retaliated against for taking an organ donation or bone marrow leave.

DRUG & ALCOHOL REHABILITATION LEAVE

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

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

VOLUNTEER CIVIL SERVICE LEAVE/TRAINING

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your supervisor so that he or she may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor before doing so whenever possible. Time off for emergency training may not exceed 14 days per calendar year.

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

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

CIVIL AIR PATROL LEAVE

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

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

Employees are required to give the School as much notice as possible of the intended dates upon which the leave would begin and end. The School will restore the employee to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued sick leave.

SECTION 9 – BENEFITS (Non-Union Employees Only)

VACATION

1 Standard Vacation Policy

The following full-time, regular employees are eligible for vacation benefits:

- Full-time, regular Administration/Classified non-union 12-month employees accrue ten (25) paid vacation days per year. Vacation days are accrued at a rate of 16.667 hours per month. Vacation is prorated if an Administration employee is hired after the school year has started. Once an employee's accrued vacation balance reaches 25 days, the employee stops accruing vacation until vacation is used and the employee's balance falls below the 25-day cap. Vacation days will not accrue during any unpaid leave of absence.

Requests to use vacation days by these employees must be submitted in writing at least 2 weeks in advance to their supervisor. These employees will not be approved for more than 10 days of vacation in a single academic year unless they fall on days that are not considered work days for teachers.

Vacations shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements. Although CLCS will attempt to accommodate vacation requests to the greatest extent possible, there is no guarantee that any given vacation request will be granted. If a holiday occurs during an employee's vacation period, the employee will receive holiday compensation for that day.

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

SICK LEAVE

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave ("PSL") to eligible employees.

2 Eligible Employees

All employees (including part-time, temporary, and substitutes) who work for the School more than 30 days within a year in California are allotted PSL as set forth in this policy.

3 Permitted Use

Eligible employees may use their allotted PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee's family member. For purposes of this policy, "family member" means a child,

parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. Employees may use up to half of their sick leave days for personal use.

4 Allotment

Eligible employees will be allotted PSL days as follows:

- On July 1 (and on each subsequent July 1), all eligible employees will be allotted 10 PSL days (80 hours) per calendar year (July 1-June 30)
- If an employee is hired mid-year, he or she will receive a prorated number of PSL days based on number of work days remaining in the school year or a minimum of three PSL days (24 hours) for use during the remainder of the employee’s first calendar year of employment.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 each year for the following calendar year.

Limits on Use

Eligible employees may use PSL beginning on the 120th day of employment.

PSL may be taken in minimum increments of one hour. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use PSL to make up for the absence.

5 Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

6 Termination

Employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination.

7 No Discrimination or Retaliation

The School prohibits discrimination or retaliation against employees for using their PSL.

INSURANCE BENEFITS

Full-time employees are entitled to insurance benefits offered by CLCS. The School will set a defined contribution towards the employee's insurance premiums that are sponsored by CLCS. This amount will be determined on an annual basis. The employee's portion of the monthly premiums will be deducted from the employee's paycheck on a pre-tax basis.

If medical insurance premium rates increase, employees may be required to contribute to the cost of the increase to retain coverage. Unless otherwise mandated by law, employees on a leave of absence may be responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA. If you have any benefit related questions while on a leave of absence, please contact the Chief Operations Officer.

COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under CLCS's health plan when a "qualifying event" would normally result in the loss of eligibility.

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

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

SOCIAL SECURITY/MEDICARE

Social Security is an important part of every employee's retirement benefit. The School pays a matching contribution to each employee's Social Security taxes.

STATE DISABILITY INSURANCE (WAGE SUPPLEMENT)

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries.

PAID FAMILY LEAVE (WAGE SUPPLEMENT)

Under California law, eligible employees may participate in the Paid Family Leave ("PFL") program, which is part of the state's unemployment compensation disability insurance program.

The PFL program provides up to six weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill or injured child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child (birth, foster care, adoption). The PFL program does not provide job protection or reinstatement rights. It is a wage supplement provided concurrently while an employee takes an eligible leave of absence under CLCS policy and applicable law.

The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the California Employment Development Department.

WORKER'S COMPENSATION INSURANCE

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

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

SECTION 10 – EMPLOYEE COMMUNICATIONS

COMMUNICATIONS POLICY

Every employee is responsible for using the CLCS’s computer system, including, without limitation, its computers, laptops, iPads, tablets, cellular phones, electronic mail (Email) system, telephone, video conferencing, voicemail, facsimile systems and the Internet (“Communications Systems”), properly and in accordance with this policy. Any questions about this policy should be addressed to the Chief Operations Officer.

The Communication Systems are the property of CLCS and have been provided for use in conducting CLCS business. All communications and information transmitted by, received from, created, or stored in its Communication Systems are CLCS records and property of CLCS. The Communication Systems are to be used for school purposes only. Employees may, however, use CLCS technology resources for the following incidental personal uses so long as such use does not interfere with the employee’s duties, is not done for pecuniary gain, does not conflict with CLCS business, and does not violate any CLCS policies:

- To send and receive necessary and occasional personal communications;
- To use the telephone system for brief and necessary personal calls; and
- To access the Internet for brief personal searches and inquiries during meal periods or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

1 No Expectation of Privacy

CLCS has the right, but not the duty, to monitor any and all of the aspects of its Communication Systems, including, without limitation, reviewing documents created and stored on its Communication Systems, deleting any matter stored in its system (including, without limitation, its Email and word processing systems), monitoring sites visited by employees on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing Email, voicemails and instant messages sent and received by users. Further, CLCS may exercise its right to monitor its Communications Systems for any reason and without the permission of any employee. Employee use of CLCS’s Communication Systems constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the Communication Systems (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from CLCS’s Communication Systems is not assured. Use of passwords or other security measures does not in any way diminish CLCS’s right to monitor and access materials on its Communication Systems, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed upon request to CLCS for any reason that CLCS, in its discretion, deems appropriate. Further, employees should be aware that deletion of any Email messages, voicemails or files would not truly eliminate the messages from the system. All Email messages, voicemails and other files may be stored on a central back-up system in the normal course of data management.

Employees have no expectation of privacy in anything they view, create, store, send or receive on the Communication Systems.

Notwithstanding the foregoing, even though CLCS has the right to retrieve, read and delete any information viewed, created, sent, received or stored on its Communication Systems, Email messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any Email messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of the Chief Operations Officer.

2 Professional Use of Communication Systems Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails and other text communications, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write Email communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on CLCS letterhead.

3 Offensive and Inappropriate Material

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

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

4 Solicitations

CLCS's Communication Systems may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from the Executive Director is required before anyone can post any information on commercial on-line systems or the Internet.

5 Licenses and Fees

Employees may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of the Chief Operations Officer.

6 Games and Entertainment Software

Employees may not use a CLCS Internet connection to download games or other entertainment software, or to play games over the Internet unless part of the E-Game Club.

7 Confidential Information

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

8 Copyrights and Trademarks

CLCS's Communication Systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from the Chief Operations Officer. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor. Any CLCS-approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices.

9 Maintenance and Security of the System

Employees must not deliberately perform acts that waste resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related.

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to CLCS's network must do so through an approved Internet firewall.

Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to CLCS's network.

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

10 Violations of this Policy

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

11 Amendment and Modification of this Policy

CLCS reserves the right to modify this policy at any time, with or without notice. CLCS may require employees to acknowledge and comply with a separate Technology Use Policy.

SOCIAL MEDIA POLICY

CLCS has adopted the following policy with regard to employees' behavior on social networking sites including, but not limited to, Facebook, Twitter, LinkedIn, Pinterest, Instagram, SnapChat and YouTube. If you wish to use networking protocols or set up a social media site as a part of the educational process, please work with your administrators and technology staff to identify and use a restricted, school-endorsed networking platform. Such sites will be the property of the School who will have unrestricted access to, and control of, such sites.

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

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

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.

- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School’s trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with the School.
- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its learners. Remember that most student information is protected by the Family Educational Rights and Privacy Act (FERPA), including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- While limited and incidental social media activities at work may be tolerated, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School’s background check procedures.
- Be knowledgeable about and comply with the School’s reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from the School.
- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors that you know to be false about the School, fellow employees, learners, parents, vendors, customers, suppliers, people working on behalf of the School, or competitors.
- Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the School.”
- Never be false or misleading with respect to your professional credentials.

- Do not take any photos, videos, or other media in the workplace or on the School's premises or at School functions without permission of the School. Do not use the photos without permission. It is your responsibility to ensure that your posts do not contain any prohibited information, or Confidential Information, including, but not limited to, photos, videos, or other media referencing or relating to student information, even if the student(s) is/are not specifically identified by name but could be easily determined or may be perceived as identifying any student or group of students. Violations may result in disciplinary action, up to and including termination.
- Supervisors who "friend" subordinates on social media accounts (whether personal or School accounts) are responsible for abiding by this policy at all times and immediately reporting any violations of this policy to their supervisor. Failure to do so may result in disciplinary action, up to and including termination.

Employees are not to initiate "friendships" with learners or parents. Employees shall not accept learners as friends on any personal social networking sites and are to decline any learner-initiated friend requests. Employees must delete any learners already on their "friends" list immediately. Employees should also be aware that participation in social media, even in a private setting, may not remain private and posts may become public knowledge and/or reported to the School.

Employees should weigh whether a particular posting puts his/her effectiveness as a School employee at risk. CLCS encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Employees may not discuss students nor post images that include students.

This policy should not be construed, and will not be applied, in a manner that violates employee rights under the National Labor Relations Act.

Employees may not comment on a learner's blog or a learner's other social networking commentaries.

Employees may not use trade names, or logos belonging to the School without express written permission of the Executive Director.

In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact your supervisor.

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

Failure to comply with CLCS's social medial policy will result in disciplinary action, up to, and including, immediate termination.

EQUIPMENT POLICY

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

LAPTOP COMPUTERS

Each full time exempt employee receives a laptop computer for use in carrying out day-to-day functions such as lesson planning, email, enhancing classroom instruction, and using school-provided software for administrative duties (i.e. tracking attendance, logging grades, posting comments, etc.). Employee-issued laptops are property of CLCS. Employees are required to treat their laptops with great care. Laptops may never be left unattended or in unlocked classrooms. Employees are required to bring their laptop computers home with them each night. Upon termination of employment, employees understand and agree that they must promptly return their school-issued laptop to the School. Employees are responsible for reimbursing the School for the cost of lost or damaged laptops when the loss or damage is due to the willful misconduct of the employee.

Employees acknowledge and understand that CLCS is the owner of the laptop and of all information contained on the laptop. Employees are discouraged from keeping personal information on their school-issued laptops or using the laptops for personal use. There should be no expectation of privacy with regard to a school-issued laptop and employees must return his or her laptop upon request by the School.

CELL PHONE POLICY

No CLCS employees are required to perform business on a cell phone for CLCS while driving. Sending, writing, or reading text based communications on your cell phone while driving a temporary vehicle rented by the school or your own vehicle to conduct School business is prohibited. Text based communications include, but are not limited to, text messages, instant messages and email.

Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs.

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. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability.

PERSONAL PHONE AND PERSONAL CELL PHONE USE

Personal phone calls should not be made or received during working hours. Any such calls must be made during employee breaks. Friends and relatives should be discouraged from calling during business hours unless there is an emergency. All emergency calls should be directed to the main office. When the call is received, the employee will be contacted.

In addition, the use of personal cell phones for placing or receiving calls, sending or receiving text messages, checking voicemail, or any other form of communication supported by the School's cell phone provider during working hours is strictly prohibited. In the event of a field trip or other class outing where personal cell phones may be used for safety purposes, communication should be limited to school staff only. The School will not be responsible for lost or stolen cell phones or other personal property.

NO SOLICITATION/DISTRIBUTION POLICY

In order to minimize non-work-related activities that could interfere with providing quality education, teamwork, and safety, CLCS has established the following policy concerning solicitation and the distribution of written materials other than those directly related to the School's business or union activity which is approved by law.

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

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

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

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

The sole exceptions to this policy are charitable and community activities supported and approved by CLCS.

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

12 Definitions

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

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

13 Employee Responsibility

If you have a need to solicit and/or distribute materials on school premises, it must be in compliance with this policy. If you have questions, talk with your supervisor. If solicitation or distribution is conducted within the parameters of this policy, the manner of activities must not harass or intimidate other employees. If you are subjected to such behavior at any time, report the activity to your supervisor. If solicitation or distribution occurs while you are working, report the activity to your supervisor.

NEPOTISM POLICY

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

Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.

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

Current employees who marry will be permitted to continue working in the same job positions held only if they do not work in direct supervisory relationship with one another or in job positions involving conflicts of interest. If relatives are found to be employed in any of these prohibited job positions, the School will take action to eliminate the conflict, including possibly requiring one or both employees to accept a transfer to another position or to resign. The Board of Directors must approve any exceptions to this policy.

BUILDING SECURITY/SCHOOL KEYS

All employees who are issued keys to the office and classrooms are responsible for their safekeeping. These employees will sign a Building Key Disbursement Log upon receiving the key.

You will be assigned all appropriate building keys needed to conduct your daily job responsibilities. You are responsible for all keys. Duplication of any school key is not allowed and strictly prohibited. It is against School policy to loan or distribute your assigned keys to

another employee or non-employee of the School. If your school keys are lost, misplaced, destroyed, or stolen, you must report it immediately to your supervisor and the Chief Operations Officer.

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

INTERNAL INVESTIGATIONS & SEARCHES

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

Whenever necessary, in CLCS's discretion, employees' work areas (i.e. desks, file cabinets, lockers, etc.) may be subject to a search without notice. Employees are required to cooperate. Because even a routine search for CLCS property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to CLCS. Employees have no expectation of privacy in their work areas.

VIOLENCE IN THE WORKPLACE

CLCS has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect CLCS or which occur on CLCS property will not be tolerated. Examples of workplace violence include, but are not limited to, the following:

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

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

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

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy CLCS property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)

- Unauthorized possession or inappropriate use of firearms or weapons

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

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

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

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

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

SECTION 11 – STANDARDS OF CONDUCT

PERSONAL STANDARDS

The Board of Directors believes that teachers and other CLCS staff serve as role models. They should therefore maintain professional standards of dress and grooming. The Board of Directors encourages staff, during school hours, to wear clothing that will add professionalism, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Each employee must be neatly groomed and wear clothing that is professional and appropriate for the employee's position. The supervisor will inform you of any special clothing requirements. Employees will not be permitted to wear clothing or otherwise present an appearance that may cause disruption, be taken as offensive or reduce productivity.

The following items are considered inappropriate working attire for CLCS employees:

- Clothing and jewelry must be safe and appropriate to the educational environment.
- All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in any apparel that are no higher than three (3) inches above the knee.
- Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
- All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- Clothing or jewelry that depict and/or promote gangs (as defined in Ed. Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- Appropriate shoes must be worn at all times.

The Executive Director will be the final arbiter of what is considered to be inappropriate attire. You may be required to return home to change clothing if deemed necessary. Non-exempt employees will not be paid for time away from work to change attire. If management occasionally designates "casual days," appropriate guidelines will be provided to you.

Consult your supervisor if you have any questions regarding appropriate attire.

DISCIPLINARY PHYSICAL CONTACT WITH STUDENTS

It is the policy of CLCS that no teacher or other staff member will use corporal punishment against a student. This prohibition includes spanking, slapping, pinching, hitting, tying, taping, or the use of any other physical force as retaliation or correction for inappropriate behavior.

STAFF-STUDENT INTERACTIONS

1 Boundaries Defined

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

2 Acceptable and Unacceptable Behaviors

Some activities may seem innocent from a staff member’s perspective but may be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or “grooming.” Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. If a student specifically requests that he or she not be touched, then that request must be honored. Violations could subject the teacher or staff member to discipline up to and including termination. *Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for any required disciplinary purposes.* Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

3 Unacceptable Behaviors

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

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal or School Leader. It is recommended that any such gifts be filtered through the Chief Operations Officer along with the rationale therefor.
- Kissing of ANY kind
- Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.]
- Full frontal or rear hugs and lengthy embraces
- Sitting students on one’s lap (grades 3 and above)

- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Furnishing alcohol, tobacco products, or drugs or failing to report knowledge of such
- “Dating” or “going out with” a student
- Remarks about physical attributes or physiological development of anyone. This includes comments such as “Looking fine!” or “Check out that [body part].”
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student for lunch
- Sharing a bed, mat, or sleeping bag with a student
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
- Listening to or telling stories that are sexually oriented
- Discussing your personal troubles or intimate issues with a student
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without the express, advance written permission of the Executive Director and the student’s parent or legal guardian
- Being alone in a room with a student at school with the door closed and/or windows blocked from view

- Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer
- Staff mirroring the immature behavior of minors
- Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.

4 Acceptable Behaviors

- Pats on the shoulder or back
- Handshakes
- “High-fives” and hand slapping
- When age appropriate, touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
- Placing TK through second grade students on one’s lap for purposes of comforting the child for a short duration only
- Holding hands while walking with small children or children with significant disabilities
- Assisting with toileting of small or disabled children in view of another staff member
- Touch required under an IEP or 504 Plan
- Reasonable restraint of a violent person to protect self, others, or property
- Obtaining formal written pre-approval from the supervisor to take students off school property for activities such as field trips or competitions, including parent’s written permission and waiver form for any sponsored after-school activity whether on or off campus
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment)
- Keeping the door wide open when alone with a student
- Keeping reasonable and appropriate space between you and the student

- Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing
- Keeping administration informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later
- Recognizing the responsibility to stop Unacceptable Behaviors of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Prioritizing professional behavior during all moments of student contact
- *Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.*

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

5 Boundaries Reporting

When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a strong suspicion of misconduct, he or she must report the suspicion to the supervisor and Chief Operations Officer promptly. Reasonable suspicion means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any

awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

6 Investigating

The Chief Operations Officer will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior by a staff member, using such support staff or outside assistance, as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible. The investigating administrator shall promptly notify the Governing Board in closed session of the existence and status of any investigations. Upon completion of any such investigations, the Chief Operations Officer shall report to the Governing Board any conclusions reached. The investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

7 Consequences

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

CUSTOMER & PUBLIC RELATIONS

The School's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. It is possible an employee may come into contact with a dissatisfied or hostile individual based on the nature of the employee's work. If this happens, you should immediately notify your supervisor or the Chief Operations Officer. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Chief Operations Officer.

PROHIBITED CONDUCT

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

- Falsification of employment records, employment information, or other School records.
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's.

- Theft, deliberate or careless damage or loss of any School property or the property of any employee or customer.
- Provoking a fight or fighting during working hours or on School property.
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive.
- Carrying firearms or any other dangerous weapons on School premises at any time or while acting on behalf of the School.
- Violation of the Substance and Alcohol policy.
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening or abusive language toward a supervisor or member of management.
- Unreported absence on scheduled workdays unless otherwise excused.
- Excessive tardiness or absenteeism unless otherwise excused.
- Unauthorized use of School equipment, time, materials, facilities, or the School name.
- Sleeping or malingering on the job.
- Failure to observe working schedules, including the required rest and meal periods.
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.
- Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work absent extenuating circumstances.
- Failure of an employee to obtain permission to leave work for any reason during normal working hours.
- Abuse of sick leave.
- Violation of the Communication Systems Policy.

- Violation of the Standards of Conduct and Civility Policy.
- Failure to provide a physician's certificate when requested or required to do so.
- Violating the School's Personal Appearance or Standards of Dress Policy.
- Breaching Confidentiality.
- Making derogatory racial, ethnic, religious or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours.
- Violation of any safety, health, security or School rule.
- Negligence or other conduct leading to the endangerment of harm of a child or children.
- Working overtime without authorization or refusing to work assigned overtime.
- Unsatisfactory job performance.
- Willfully or maliciously making false statements regarding any co-worker or submitting a complaint known to be false.

CONFIDENTIAL INFORMATION

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

- Disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during your employment;
- Individually or in conjunction with any other person, firm, agency, School, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of the School;
- Without the written consent of the School, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records,

documents, drawings, specifications, lists, equipment and similar items relating to the business of the School, except to the extent required in the ordinary course of your duties.

Upon an extended leave of absence, request from the School or termination of employment, employees are required to immediately return to the School all property of the School in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the School. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

Failure to comply with this policy may result in disciplinary action, up to and including termination.

CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social and economic relationships with competitors, suppliers, customers, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest.

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

If you have any questions whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact your supervisor to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

8 Outside Employment

If you are a full time employee we expect that you devote your full professional effort to your position at CLCS. If you wish to participate in outside work activities you are required to obtain written approval from the Executive Director prior to starting those activities. Approval will be granted unless the activity conflicts with CLCS's interests. In general, outside work activities are not allowed when they:

- Prevent you from performing work for which you are employed at CLCS.

- Involve organizations that are doing or seek to do business with CLCS including actual or potential vendors.
- Violate provisions of law or CLCS policies or rules.
- When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave).

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

EXPENSE REIMBURSEMENT POLICY

The School reimburses employees for reasonably necessary business expenses incurred within the course and scope of employment. Employees who have incurred pre-authorized business expenses, including, but not limited to mileage, must submit receipts, invoices, or route information fully documenting the expense. Do not incur expenses without prior authorization. Employees who have incurred business expenses should submit required receipts to the School business office within 30 days of incurring the expense.

General guidelines

- Original receipts are required for reimbursement of all expenses except for per diems.

These expenses include:

- _____ Original boarding passes for airplane / train travel
- _____ Credit card receipts
- _____ Detailed merchant receipts

Receipts must be accompanied by a reimbursement form which outlines:

- _____ The nature of the expense
- _____ The name and titles of the individuals involved
- _____ The purpose for the expense

Expense summaries must be submitted with receipts and approved by the supervisor.

All expenses and summaries must be submitted within 30 days to the HR Assistant for payment.

SECTION 12 – SAFETY

SUBSTANCE AND ALCOHOL POLICY

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

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

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

- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises;
- Refusing to submit to an inspection or testing when requested by administration;
- Being under the influence of illegal drugs, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event.
- Conviction under any criminal drug statute for a violation occurring in the workplace, including failure to notify the School in writing of employee's conviction for a violation

of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction; or

- Failure to keep all prescribed medicine in its original container.

Employees taking physician-prescribed medications, which impairs the employee's job performance, (including medical prescribed marijuana) should not report to work. In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to your supervisor. Your supervisor will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students.

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

This policy will not be construed to prohibit the use of alcohol at social or business functions sponsored by the School where alcohol is served. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

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

Violation of this Drug and Alcohol Policy may result in disciplinary action, up to and including termination, at the School's sole discretion.

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

Compliance with this Drug and Alcohol Policy is a condition of employment at the School. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination.

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

SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as cigars, pipes, e-cigarettes, vaping and marijuana. Smoking is prohibited within 20 feet of a school building and within 25 feet of a school playground, whichever is farther.

SECURITY

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. All staff is expected to question any unknown person seen in the workplace who does not have a visitor's pass. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of your supervisor, other employees or call 911. Report any suspicious persons or activities to your supervisor. Never attempt to force an individual to leave the workplace if s/he is uncooperative. Immediately contact your supervisor or school administrators for assistance or call 911. Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time, and do not leave valuable and/or personal articles that may be accessible in or around your work area.

PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked near CLCS property. Be cautious: keep school property and/or personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

PERSONAL AUTOMOBILE USE

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

PERSONAL PROPERTY

CLCS cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on CLCS's premises, including the parking area, or away from school property while on school business. CLCS employees are

prohibited from using personal property for work-related purposes unless approved in advance by the Supervisor and Chief Operations Officer.

SAFETY POLICY

CLCS is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or the Chief Operations Officer immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process or business practice for which the School is responsible, bring it to the attention of your supervisor or the Chief Operations Officer immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Chief Operations Officer regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and **the** Chief Operations Officer.

CLCS has in place a written Injury and Illness Prevention Program as required by law. It is located in the Operations Office for review.

ERGONOMICS

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

CHEMICAL EXPOSURE WARNING

Employees should be aware that chemistry classrooms might contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure, contact the Chief Operations Officer. Impacted employees should receive training and be familiar with the handling, use, storage and control measures relating to these substances if they will use or likely be exposed to them. Safety Data Sheets (SDS) are available for inspection. Employee must follow all labeling requirements.

SECTION 13 – TERMINATION (Non-Union Employees)

VOLUNTARY TERMINATION

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

INVOLUNTARY TERMINATION

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

EXIT INTERVIEWS

All employees who leave employment at CLCS will be asked to take part in an exit interview with the Chief Operations Officer to communicate their challenges and growth while employed at CLCS. Information shared during an exit interview will be treated as confidential to the extent possible.

VERIFICATION AND REFERENCE POLICY

All requests for employment verification, references or personal information verification or disclosures must be directed to the Chief Operations Officer. Only the Chief Operations Officer is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees.

With respect to verification requests, CLCS will disclose only the dates of employment and the title of the last position held. CLCS will verify or disclose an employee's salary history only if the employee provides written authorization for CLCS to provide the information. However, CLCS will provide information about current or former employees as required by law or court order. Unless requested for a specific reason, CLCS will not provide any letters of reference for current or former employees. Please refer all questions about this policy to the Chief Operations Officer.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

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

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

Just as I am free to terminate the employment relationship with CLCS at any time, CLCS, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and CLCS for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. No one other than the Executive Director of CLCS, with the approval of the Board of Directors, has the authority to alter my employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Executive Director. This is the entire agreement between CLCS and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with CLCS, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook.

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

Other than CLCS Board of Directors, no other entity or person has the authority to approve modification this employee handbook.

Employee Name (print) _____

Employee Signature: _____

Date: _____

Addenda Form A; Non-Exempt Employee Meal Period Waiver Agreement
CLCS

NON-EXEMPT EMPLOYEE MEAL PERIOD WAIVER AGREEMENT

Waiver of First Meal Period (Applicable only when workday is 6 hours or less)

- I understand that I am entitled to and acknowledge that CLCS provides me with an uninterrupted, unpaid thirty-minute meal period whenever I work more than five hours in a workday. I also understand that my first meal period must start before the end of my fifth hour of work (i.e., 5 hours and 0 minutes on the clock).
- I wish to voluntarily waive my right to a thirty-minute meal period when my workday will be completed in six hours or less.
- I understand that I may revoke this agreement to waive my first thirty-minute meal period at any time, in writing, by providing written notice of revocation to the Chief Operations Officer. As a result, I understand this waiver will remain in effect each workday unless and until I provide a written notice to the Chief Operations Officer revoking this waiver.

Acknowledging the above, I hereby voluntarily waive my right to a thirty-minute meal period whenever my workday will be completed in six hours or less. If I wish revoke this waiver, I will notify the Chief Operations Officer immediately.

Second Meal Period (Applicable only when workday is more than 10 hours but not greater than 12 hours)

- I understand that I am entitled to and acknowledge that CLCS provides me with a second, uninterrupted, unpaid thirty-minute meal period whenever I work more than ten hours in a workday. I also understand that my second meal period must start before the end of my tenth hour of work (i.e., 10 hours and 0 minutes on the clock).
- I wish to voluntarily waive my right to a second meal period when my workday will be completed in twelve hours or less, provided that I did not waive my first meal period on the same workday.
- I understand that I may revoke this agreement to waive my second meal period at any time, in writing, by providing written notice of revocation to the Chief Operations Officer. As a result, I understand this waiver will remain in effect each workday unless and until I provide a written notice to the Chief Operations Officer revoking this waiver.

Acknowledging the above, I hereby voluntarily waive my right to a second meal period whenever my workday will be completed in twelve hours or less and I did not waive my first meal period on the same workday. If I wish revoke this waiver, I will notify the Chief Operations Officer immediately.

Employee's Printed Name

Employee's Signature

Date

