



FENTON CHARTER PUBLIC SCHOOLS
Employee Handbook

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FENTON CHARTER PUBLIC SCHOOLS

Employee Handbook

Employee Acknowledgment of Receipt and At-Will Agreement

ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO THE DIRECTOR OR ADMINISTRATIVE DESIGNEE WITHIN ONE WEEK OF RECEIPT.

I have received a copy of the Fenton Charter Public Schools Employee Handbook (“Handbook”). I have carefully read and understand its contents and agree to follow the policies stated therein. I agree that Fenton Charter Public Schools (the “School”) and I both have the right to terminate my employment at any time, with or without notice, and with or without cause. I understand that I am an at-will employee unless there is a written agreement that expressly alters the at-will nature of the employment relationship, which is signed by me and the Director. I further understand that transfers, demotions, suspensions, employee discipline, and changes in the terms and conditions of employment may be administered at the sole and absolute discretion of the School. I understand that these terms and conditions of my employment may not be modified orally and may only be modified in a writing signed by the Director (or Administrative Designee) and me.

I understand and agree that as condition of my employment and continued employment, I must resolve my disputes against the School arising from my employment or the termination of my employment through arbitration, as set forth in a separate arbitration agreement/employment agreement.

Unless an employment agreement signed by you and the Director provides otherwise, I understand that nothing in the Handbook is intended, nor should be construed, as a limitation of my right and the School’s right to terminate the employment relationship at any time, with or without notice, and with or without cause, or a limitation on the School’s absolute right to change the terms and conditions of my employment. Unless an employment agreement signed by you and the Director provides otherwise, I understand that nothing in the Handbook is intended, nor should be construed, to create an implied or express contract of employment contrary to this express at-will agreement or the School’s absolute right to change the terms and conditions of my employment. I understand the School reserves the right to depart from and modify the policies stated in the Handbook at its sole discretion, with the exception of my at-will status (if applicable) and the School’s absolute right to change the terms and conditions of employment. I understand that, if terms contained in my employment agreement (if applicable) conflict with the policies and procedures contained in this Handbook, the terms of my employment agreement shall apply. Along with my executed employment agreement (if applicable), the foregoing constitutes the entire terms of the agreement between me and the School regarding the duration and at-will nature of my employment and the School’s absolute right to change the terms and conditions of my employment.

Employee Name: _____
(Please print) Last Name First Name

Address: _____

Telephone: _____

Signature: _____ **Date:** _____

I. INTRODUCTORY POLICIES

A. Introduction

The intent of this Employee Handbook (“Handbook”) is to inform employees of the policies regarding employment at Fenton Charter Public Schools and/or its individual sites (“FCPS” or “School”).

Employees are expected to abide by the policies and procedures set forth in this Handbook as well as any additional requirements established by FCPS or the School. Moreover, by accepting employment with the School, employees agree to work at any location that is owned, operated, and/or managed by FCPS.

This Handbook summarizes FCPS’s policies as well as the benefits and responsibilities of employees. This Handbook supersedes any previously issued handbooks, policies, or memoranda that are inconsistent with the policies as described herein. FCPS reserves the right to amend, modify, add to, or delete any portion(s) of this Handbook at its sole and absolute discretion.

This Handbook is intended to explain in general terms those matters that most often apply to your day-to-day work activities. This Handbook cannot anticipate every situation or answer every question about employment and is not an employment agreement. Some employees of the School may be covered by employment agreements. If terms contained in a specific employment agreement conflict with the policies and procedures contained in this Handbook, the employee shall adhere to their employment agreement.

Employees are expected to thoroughly read this Handbook upon receipt as well as know and abide by the policies outlined herein, as revised over time, throughout their employment. Once the employee has reviewed the Handbook, the employee is required to sign the Employee Acknowledgment of Receipt and Agreement to Employee Handbook at the beginning of the Handbook and return it to the Director or Administrative Designee.

B. FCPS and School Policies

All policies contained herein have been approved by FCPS’s Board of Directors.

To retain necessary flexibility in the administration of its policies, procedures, and benefits, FCPS and the School reserve the right to change, deviate from, eliminate, or revise them without notice whenever FCPS or the School determines that such action is warranted. Changes to policies contained in this Handbook will generally be announced during periodic faculty/staff meetings but may not necessarily result in a published change to this Handbook. For these reasons, we urge you to ask questions during such meetings to obtain current information regarding the status of any particular policy, procedure, or practice.

C. At-Will Employment Relationship

Unless your employment agreement states otherwise, employment at FCPS is at-will, which means that it can be terminated at any time, with or without cause or notice. Employment of any set duration or that otherwise alters the at-will nature of employment can only be made by

a written employment agreement signed by the Director and you. No other FCPS or School representative has the authority to enter into such an agreement. Any individual employment agreement will generally be made on a school year basis, with review and consideration for renewal for the following school year. Unless your employment is covered by a written employment agreement that states otherwise, this policy of at-will employment is the sole and entire agreement between you and the School as to the duration of employment and the circumstances under which employment may be terminated.

With the exception of employment at-will, other terms and conditions of employment with the School may be modified at the sole discretion of the School at any time, with or without cause or notice. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice. Examples of the types of terms and conditions of employment that are within the sole discretion of the School include, but are not limited to, the following: promotion, demotion, transfers, hiring decisions, compensation, benefits, qualifications, discipline, layoff or recall, rules, hours and schedules, work assignments, job duties and responsibilities, or any other terms and conditions that the School may determine to be necessary for the safe, efficient, and economic operation of the School.

D. Requests for Reasonable Accommodations

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, FCPS 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 FCPS. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact the Director or Administrative Designee and request such an accommodation, specifying what accommodation he or she needs to perform the job. FCPS will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

You should submit your request to the Director or Administrative Designee. If you believe you require a workplace accommodation to perform your essential job duties, you will be required to submit sufficient medical documentation from your health care provider in support of your request with the following information: (1) certifying the existence of your disability under applicable law (without disclosing any medical diagnoses); (2) specifying exactly what accommodation you are requesting to perform your job duties; and (3) setting forth the duration of the proposed accommodation (e.g., dates). If you or your health care provider has any questions about your essential job duties, please discuss with the Director or Administrative Designee. Upon receipt of your medical documentation, the School will analyze the totality of the situation, engage in an interactive process with you, and respond to your request. Importantly, you are not necessarily entitled to your preferred or first choice of accommodation. Depending on the circumstances, some examples of reasonable accommodations are a different schedule (depending on the position), different equipment, or intermittent time off (depending on the position) for ongoing medical treatment. Please contact the FCPS Business Office for the appropriate certification.

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

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

E. Equal Opportunity Employer (Discrimination)

Scope of Policy: The School is an equal opportunity employer and makes employment decisions (including, but not limited to, hiring, firing, transferring, promotion, demotion, training, and/or compensation) on the basis of merit and/or business necessity. Employment decisions are based on an individual's qualifications as they relate to the job under consideration.

Covered Individuals: 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, management, and co-workers.

Discrimination: As used in this policy, "discrimination" means taking any adverse employment action against an employee or applicant in any aspect of employment, solely or in part based on the individual's protected characteristic. Discrimination may include, but is not necessarily limited to, factoring an individual's protected characteristics in hiring, promotion, compensation, or other terms and conditions of employment unless otherwise permitted by law.

Adverse Employment Action: As used in this policy, "adverse employment action" may include, but is not necessarily limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusal to promote or consider for promotion; denial of employment opportunities; change of an employee's work assignments; failure to provide a workplace accommodation when required (i.e., disability, pregnancy, religion, transgender); failure to provide a leave of absence when required (i.e., medical, pregnancy, workers' compensation, military, domestic violence); or any other unequal treatment based on the individual's protected characteristic resulting in an adverse employment action.

Protected Characteristics: The School's policy prohibits unlawful discrimination based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, 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, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, reproductive health decision making,

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 victims of 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. All such discrimination is unlawful.

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

F. Unlawful Harassment

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

The School will take all reasonable steps to prevent or eliminate harassment by non-employees, including students, parents, customers, vendors, independent contractors, clients, and suppliers, who have workplace contact with our employees.

Covered Individuals: 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, management, and co-workers. In addition, this policy prohibits unlawful harassment by any third parties. The School will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including parents, students, vendors, contractors, and suppliers, who have workplace contact with our employees.

Protected Characteristics: The School is committed to providing a work environment free of unlawful harassment. The School's policy prohibits sexual harassment (which includes harassment based on sex, gender, gender expression, and gender identity) as well as harassment based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, 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, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, reproductive health decision making, 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 victims of 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. All such harassment is unlawful.

Unlawful Harassment: Prohibited unlawful harassment includes, but is not limited to, the following behavior pertaining to any of the above protected characteristics:

- Verbal conduct such as flirting, epithets, derogatory jokes, 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 sex, race, or any other 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.

Retaliation for having reported or threatened to report unlawful harassment in good faith.

If you believe you have been subjected to, witnessed, or have knowledge about unlawful harassment, please follow the complaint procedure outlined below.

G. Retaliation

Covered Individuals: 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, management, and co-workers.

Retaliation: As used in this policy, “retaliation” means taking any adverse employment action against an employee because he or she engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, the following: opposing a practice or conduct the employee reasonably believes to be unlawful; 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; refusing to report to, or leaving, the workplace during an emergency condition (as defined by law) because the employee reasonably believes that the workplace or worksite is unsafe; or engaging in any other activity protected by applicable law.

Adverse Employment Action: As used in this policy, “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 protected activity may be unlawful and will not be tolerated. If you believe you have been subjected to, witnessed, or have knowledge about retaliation, please follow the complaint procedure outlined below.

H. Complaint Procedure—Discrimination, Unlawful Harassment, Retaliation

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

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

In addition to reporting, any employee who experiences or witnesses conduct that the individual believes is unlawful is encouraged to tell the offending individual that the behavior is inappropriate and must be stopped, if the employee is comfortable doing so.

Where to Report Complaint to the School: Submit a complaint to your supervisor, the Director or Administrative Designee. If these individuals are not available, or in the event you believe that one of these individuals has engaged in inappropriate behavior in violation of this policy, submit a complaint to any other supervisor, Chief Executive Officer, or Chief Operating Officer as soon as possible. There is no requirement to report your complaint to any designated supervisor. Select the individual with whom you feel the most comfortable discussing your complaint. Do not report your complaint to any individual who has allegedly engaged in inappropriate behavior that is the subject of your complaint.

Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to other upper level supervisors, as appropriate. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

Contents of Complaint: 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.

Response to Complaint (Investigation): Upon notice of conduct requiring an investigation, the School will look into the facts and circumstances of the alleged violation, as appropriate. The School will attempt to resolve the situation by promptly undertaking an effective, thorough, and objective investigation through the use of “qualified personnel” and using methods that provide all parties with “appropriate due process.” The School’s investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

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

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

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

Corrective Action: If the School determines that violations have occurred, appropriate remedial measures will be taken in accordance with the circumstances involved, including appropriate action to deter future conduct. Examples of potential corrective action include, but are not limited to, written or verbal disciplinary action, suspension, reassignment, demotion, or termination, among others. In addition, the offending individual may be legally liable for their conduct, depending on the circumstances. Due to privacy protections, the School is not able to fully disclose its entire decision regarding corrective action to the complainant.

No Retaliation: There will be no retaliation against any employee who brings a complaint in good faith 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. Please refer to the School's Retaliation Policy above for further information.

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

I. Training Requirements

The School requires all employees to abide by California's training requirements, which includes, but is not limited to, harassment training within six months of hire and retraining every two years thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

J. Open Door Policy

At some time or another, you may have a suggestion, complaint, or question about the School, your job, your working conditions, or the treatment you are receiving. We welcome your suggestions, complaints, or questions and encourage you to bring them to our attention. For issues other than prohibited harassment, discrimination, or retaliation, we ask that you take your concerns first to your supervisor, who will investigate and provide a solution or explanation. If the problem is still not resolved, you may present it to a Faculty Representative, Classified Representative or the FCPS Business Office (Chief Executive Officer or Chief Operating Officer) preferably in writing, who will address your concerns.

K. Workplace Anti-Violence Policy

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

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

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

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

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

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

Employees should immediately inform their supervisor, the Director, or the Administrative Designee 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.

Enforcement/Complaint Procedures

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

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

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the School will inform the reporting individual of

the results of the investigation. To the extent feasible, the School will maintain the confidentiality of the reporting employee. However, the School may need to disclose information in appropriate circumstances (for example, in order to protect individual safety).

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

There will be no retaliation against any employee who brings a complaint in good faith under this 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 violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence.

L. Whistleblower Protection

Employees with concerns about illegal practices or violations of the School's policies are encouraged to report them to their supervisors, a Faculty Representative, Classified Representative or the FCPS Business Office (Chief Executive Officer or Chief Operating Officer).

In accordance with applicable law, the School prohibits retaliation against any employee because of the employee's refusal to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation, or for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation. The School also prohibits any retaliation against an applicant or employee, and does not discriminate against any applicant or employee, based on that applicant or employee's "whistleblowing" activity against a former employer. If an employee believes they have been subject to retaliation in violation of this policy should report it to the FCPS Business Office (Chief Executive Officer or Chief Operating Officer).

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

II. STANDARDS OF CONDUCT

A. Prohibited Conduct

All employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet the School's standards, the employee may be subject to discipline, up to and including termination. Certain unacceptable conduct, even on the first instance, may result in immediate termination of employment unless, at the sole discretion of the School, a lesser discipline is to be applied as a result of mitigating circumstances. By way of example (but by no means is this intended to be an exhaustive list), the following are prohibited conduct and may result in disciplinary action, up to and including immediate termination:

1. Falsifying or concealing information on employment records, employment applications, time records, leave of absence requests, workers' compensation claims, benefits records, or other School records.
2. Release of confidential information without proper authorization.
3. Possessing weapons on School property at any time or while acting on behalf of the School.
4. Theft, damage, or destruction of any School property or the property of any employee or student.
5. Possessing firearms or any other dangerous weapons on School premises at any time.
6. Possessing or being under the influence of illegal drugs or alcohol while performing any professional duties or when on School business, such as a professional conference, or otherwise violating the School's policy regarding drug and alcohol use.
7. Unlawful discrimination, unlawful harassment, and retaliation.
8. Violating the School's Employee-Student Relations Policy
9. Engaging in criminal conduct on School premises or in relation to School activities.
10. Unfit for service or unsatisfactory work performance, including the inability to appropriately instruct or associate with students.
11. Insubordination, including, but not limited to, failure or refusal to obey the legitimate orders or instructions of a supervisor or member of management.
12. Use of abusive or threatening language toward staff, students, or other members of the School community.
13. Provoking a fight or fighting during working hours or on School property.
14. Participating in horseplay on School time or on School premises.
15. Making false or malicious statements about any employee, student, or School visitor.
16. Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, coworkers, supervisors, or School visitors at any time on School premises or while conducting School business or otherwise violating the School's policy regarding workplace violence.
17. Damage or destruction of School property or the property of the School's employees, students, or visitors of any kind, including, but not limited to, while

operating a vehicle in the course of scope of employment and/or on School property.

18. Failure to abide by traffic and safety laws and rules while operating a vehicle in the course of scope of employment and/or on School property, including the parking lot. This includes, but is not limited to, hands-free requirements, speed limits, stop signs.
19. Improper or unauthorized use or removal of School property (equipment, materials, facilities) or funds.
20. Acceptance, from any source, of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of their official duties in violation of the School's Conflict of Interest Policy.
21. Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
22. Failure to observe working schedules, including meal and rest periods.
23. Sleeping or malingering on the job.
24. Working overtime without authorization or refusing to work assigned overtime.
25. Working "off the clock" or failing to record or report all hours worked.
26. Gross negligence leading to the endangerment or harm of a child or children.
27. Poor personal hygiene or grooming habits.
28. Violation of any safety, health, or security policy, rule, or procedure.
29. Failure to comply with any federal or state regulation or law.
30. Violation of or failure to comply with any School policy, rule, or procedure.
31. Gambling of any type on School premises.
32. Violation of the Drug and Alcohol Abuse Policy, including, but not limited to, refusing to submit to a drug/alcohol test mandated by the School.
33. Unauthorized use of cameras or other recording devices on School premises.
34. Intentionally supplying false information in order to obtain a leave of absence or other benefits from the School.
35. Unfit for service, including the inability to appropriately instruct or associate with students.

36. Performing unauthorized work on School time.
37. Failure to observe designated areas limiting smoking, eating, drinking, or other activities.
38. Smoking or using tobacco products on School property.

This statement of prohibited conduct does not alter FCPS' policy of at-will employment, if applicable. FCPS and you retain the right to terminate the employment relationship at any time, with or without reason or advance notice.

B. Disciplinary Action

Inappropriate conduct, such as violation of School policies and rules and/or poor performance, may warrant disciplinary action. Under appropriate circumstances, the School may subject an employee to a range of disciplinary action. Any of the following types of disciplinary action may be utilized in any combination or alone. In fact, misconduct could result in immediate termination of employment or a suspension, even for the first offense (particularly major misconduct). Application of disciplinary actions is solely within the discretion of the School. The School's use of varying forms of discipline does not alter the at-will employment relationship in any way. The listed disciplinary actions are for informational purposes and does not limit the School from using other forms of disciplinary action or require the School to use any one type of disciplinary action.

- a. Counseling: Disciplinary counseling is an informal discussion with an employee designed to help the employee remedy identified inappropriate behavior. It may be used for minor misconduct before taking more formal action.
- b. Verbal Warning: Verbal warning is notice to an employee that their behavior must be improved. It defines areas where improvement is needed, sets goals, and informs the employee that failure to improve may result in more serious action. Verbal warnings are usually given by the employee's supervisor. Although verbal, the supervisor shall note and document the date and content of the verbal warning.
- c. Written Warning: Written warning is formal written notice to an employee that the employee is being disciplined and that further disciplinary action will be taken unless their behavior improves, a copy of which is placed in the employee's personnel file. The written warning shall contain specifics regarding what occurred, the date and time, which rule, policy, etc., was violated, and what the employee is directed to do to correct the situation.
- d. Suspension: Suspension is the temporary removal of the employee from their duties without pay. An employee on suspension without pay shall not accrue benefits that normally accrue based on time worked.
- e. Dismissal: Dismissal is the termination of an employee's employment.

C. Employee-Student Relations Policy

1. Staff-Student Interactions

While the use of appropriate touching is part of daily life and is important for student development, teachers and other staff members must ensure that they do not exceed appropriate behavior and boundaries. If a child specifically requests that he or she not be touched, then that request must be honored without question.

a. 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-staff relationship is deemed an abuse of power and a betrayal of public trust.

b. Acceptable and Unacceptable Behaviors

Some activities may seem innocent from a staff member’s perspective but may be perceived as an inappropriate interaction 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. 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.

c. 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 Director (or administrative designee). It is recommended that any such gifts be filtered through the Director of the school (or administrative designee) along with the rationale.
- 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
- 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 Director of the School (or administrative designee) 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.

d. Acceptable Behaviors

The following is a list of 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
- 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 Director of the school (or administrative designee) 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 parents 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 direct 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 judgment, 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.

a. Corporal Punishment Prohibited

All staff are prohibited from engaging in any form of physical contact with a student that may constitute corporal punishment. Corporal punishment is defined to mean willful infliction of, or willfully causing the infliction of, physical pain on a pupil. This prohibition includes, but is not limited to, spanking, slapping, pinching, hitting, tying, taping, or the use of any other physical force as on a child as a form of punishment or to correct inappropriate behavior.

b. 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, they must report the suspicion to the Director of the school (or administrative designee) promptly. 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.

c. Investigating

The Director of the School (or administrative designee) will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior, 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 may consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

d. Consequences

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

D. Child Abuse and Neglect Reporting (Mandatory Reporting)

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 you reasonably suspect it, California Penal Code Section 11166 requires you to immediately report this information or suspicion directly to a child protective agency or the police. Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on the person's training and experience, to suspect child abuse or neglect. It does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. 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. Internal reporting to the Director of the school (or administrative designee) occurs after the phone-in report. Failure to meet these obligations can result in a monetary fine and/or jail.

E. Drug and Alcohol Abuse Policy

It is the intent of FCPS to promote a safe, healthy and productive work environment for all employees. We believe our employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves and to other employees. We are therefore committed to maintaining a safe and healthy workplace free from the influence of alcohol and drugs consistent with applicable law. We hope all employees will join with us in achieving our goal of a safe and productive drug-free workplace.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, to protect the School, to help set a positive example for students, to protect School grounds, equipment, and operations, and in compliance with government requirements, the School has established this policy concerning the use of drugs and alcohol. As a condition of continued employment with the School, each employee must abide by this policy.

1. Illegal Drugs

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 (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, and/or illegal drugs, and/or legal drugs in any detectable manner.

2. Legal Drugs

A “legal drug” is any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

The School recognizes that employees may be prescribed legal drugs that, when taken as prescribed or according to the manufacturer’s instructions, may result in their impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee, students, or someone else, pose a risk of damage to School property, or interfere with the employee’s job performance. If an employee is so impaired by the appropriate use of legal drugs, he or she may not report to work.

Nothing in this policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter-drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this policy.

If you are required to take any kind of prescription or nonprescription medication that will affect your job performance, 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 the safety of you, other employees, and members. Furthermore, nothing in this policy is intended to diminish the School's commitment to employ and reasonably accommodate qualified disabled individuals. The School will make a good faith effort to reasonably accommodate qualified disabled employees who must take legal drugs because of their disability in accordance with applicable law.

3. Prohibited Use

The School prohibits the following:

- Use, possession, manufacture, distribution, dispensation, purchase, or sale of alcohol (if unauthorized), illegal drugs, or drug paraphernalia on School premises or School business or during working hours, including, but not limited to, meal and rest periods, or in the presence of pupils.
- Purchase, sale, manufacture, distribution, transportation or dispensing of any legal prescription drug in a manner inconsistent with law on School premises, on School business, or during working hours.
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on School premises.
- Being under the influence of alcohol (if unauthorized) or illegal drugs on School premises or School business, which includes any time an employee is conducting or performing activities on behalf of the School (regardless of location) or during working hours, including, but not limited to, meal and rest periods, or in the presence of pupils.
- Use of any legal drug for any purpose other than the purpose for which it was prescribed or manufactured, or in a quantity, frequency or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer while the employee is on the School's premises or School business, which includes any time an employee is conducting or performing activities on behalf of the School (regardless of location) or during working hours, including, but not limited to, meal and rest periods, or in the presence of pupils.
- Being under the influence of a legal drug whenever such impairment might (1) endanger the safety of the employee, students, or some other person; (2) pose a risk of damage to School property or equipment; or (3) interfere with the employee's job performance or the efficient operation of the School or School equipment.
- Refusing to submit to an inspection or testing when requested by management.

- Failure to keep all prescribed medicine in its original container, which identifies the drug, date of prescription, and the prescribing doctor.

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 or while entertaining clients and prospective clients of the School, provided the employee abides by all applicable laws, including the legal age to consume alcohol and not driving under the influence. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

4. Searches

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 includes 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.

Additionally, whenever the School suspects that an employee has sold, purchased, used, or possessed alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances on School premises, the School may inspect the employee's personal effects (including parcels, purses, bags, and briefcases) or automobile on School property. As a result, employees do not have an expectation of privacy in this regard.

5. Testing

Consistent with applicable law, the School may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol while on-duty or on-site. Such testing will be conducted if two or more supervisors, employees, or medical personnel observe an employee acting in such a manner to raise suspicion that the employee is under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee.

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

Such a test may also be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

6. Violations

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

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

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

7. Drug and Alcohol Rehabilitation

Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged to voluntarily seek diagnosis and follow through with any treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the Director or Administrative Designee, who will determine whether the School can accommodate the employee by providing unpaid leave for the time necessary to complete participation in the program. Employees should be aware that participation in a rehabilitation program will not necessarily shield them from disciplinary action for a violation of this policy.

Please refer to the Drug and Alcohol Rehabilitation Leave Policy for more information.

8. Criminal Convictions

An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any School-related activity or event may be deemed to have violated this policy. Employees must notify the School of any conviction under a criminal drug statute for a violation occurring in the workplace within 5 days after any such conviction. As required by federal law, the School will notify any federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace. The School will evaluate the employee's conviction and possibly take action (disciplinary action, up to and including termination) in accordance with applicable laws.

9. Off-the-Job Conduct

This policy is not intended to regulate off-the-job conduct, so long as the employee's off-the-job drug use does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this or other FCPS policies.

10. Confidentiality of Drug Use Disclosures

Disclosures made by employees concerning their use of legal drugs will be treated with due regard to confidentiality and will ordinarily not be revealed to others unless there is a work- or school-related reason for doing so. Disclosures made by employees concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially to the extent legally permitted.

F. Confidential Information

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all information, data, or knowledge regarding FCPS, its operations, employees (including all information protected by FERPA), students, parents, contractors, or vendors not known generally to the public, including, but not limited to, research and development, trade secrets, existing or proposed computer or education programs, purchases, sales, student identifying information, financial and marketing information, lesson plans, business plans, fundraising strategies, or benefits information, all information regarding students (including names, addresses, contact information, and progress reports), parents, lesson plans, customer lists, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Information regarding employee benefits, including salary and wage information (other than the employee's own benefits, salary, and wage information) may also be confidential information that belongs to the School.

The School prohibits audio and/or video recordings in the workplace, during working hours, without authorization of the School due to privacy and confidentiality concerns and protections.

The School devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of the School, you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by the School. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of the School, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information shall be immediately returned to the School during extended leaves of absence, upon request or upon termination of employment.

During your employment with the School, you will not be permitted nor required to breach any obligation to keep in confidence proprietary information, knowledge, or data acquired during your former employment. You must not disclose to the School any confidential or proprietary information or material belonging to former employers or others.

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

G. Computer Usage and Privacy Policy

Every user who is provided access to the School's computer, electronic, and telephonic communications systems ("Electronic Communications Systems") agrees to comply with and be bound by this policy. Any questions about this policy should be addressed to the Director.

1. Definitions

The School's Electronic Communications Systems consist of all the various forms of electronic communication, including, but not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks.

2. Ownership and Conditions of Use

The Electronic Communications Systems are the property of FCPS and the School. They have been provided by FCPS and the School for the sole purpose of conducting FCPS/School-related business as well as other business that is approved by the Director. All communications and information transmitted by, received from, or stored in these systems are FCPS/School records and the property of FCPS and the School.

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

To protect the integrity of the School's Electronic Communications Systems and the users thereof against unauthorized or improper use of these systems, FCPS and the School reserve the right, without notice, to limit or restrict any individual's use and to inspect, copy, remove, or delete any unauthorized use of its Electronic Communications Systems upon authorization of the Director or their delegatee. FCPS and the School also reserve the right periodically to monitor the use of its Electronic Communications Systems and to access users' voice mail, Internet access, and e-mail for that purpose or any other business-related purpose upon authorization of the Director or their delegatee.

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

3. Loaning Computers

The School will loan a computer to full-time teachers and other full-time certificated staff for instructional purposes. Requests by other full-time employees will be reviewed on an individual basis by the Director of the School. A Technology Loan Form is to be completed with the assistance of a Technology Specialist and maintained in the Technology Office. If equipment is damaged, the employee may return the computer to the School for repair, and the repair will be

completed, as time is available by the School's technology employees. The IT Manager, Technology Specialists, and Technology Assistants are not to be called to an employee's home to repair or troubleshoot any School-loaned equipment.

Employees are not responsible for normal wear and tear on School technology equipment. However, employees may be responsible for damage to School technology equipment caused by the employee's dishonesty, gross negligence, or willful act.

4. Confidentiality and Privileges

Information stored on the Electronic Communications Systems is intended to be kept confidential within the School. The School has taken all reasonable steps to assure confidentiality and security. Like other means of communication, however, it is not possible to guarantee complete security of electronic communications either within or outside the School, and care should be exercised when electronically sending or receiving sensitive, privileged, or confidential information. For example, information sent through the Internet can be monitored by external systems en route to its final destination. All users must keep this in mind when forwarding sensitive, confidential, and/or privileged information. When appropriate, this fact should be disclosed to outside contacts.

5. Prohibited Use

Users are prohibited from using the Electronic Communications Systems for any unauthorized or unlawful purpose, including, but not limited to, the following:

- Users are strictly prohibited from using the Electronic Communications Systems to deliver a message that is harassing, discriminating, or offensive on the basis of a Protected Category as defined in the Discrimination, Unlawful Harassment, Retaliation and Complaint Procedures policy herein or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. The School has policies against harassment and discrimination, and those policies apply to the use of the Electronic Communications Systems.
- Users are prohibited from using the Electronic Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of others.
- Users are prohibited from using the Electronic Communications Systems to transmit, display, store, publish, or purposely receive any pornographic, obscene, or sexually explicit material.
- Users are prohibited from using the Communications Systems for visiting, or transmitting or receiving data to or from, social networking websites, including, but not limited to, Facebook, Twitter, Pinterest, LinkedIn, YouTube, Instagram, and Snap Chat unless such activity is part of your normal course of business, and is provided by the School for School purposes.

- Users must respect all copyrights and licenses to software and other online information and may not upload, download, or copy software or other material through the Electronic Communications Systems without the prior written authorization of the Director or Administrative Designee.
- Users must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper authorization from the School. This includes, but is not limited to, any and all student and parent information as well as anything deemed Confidential Information.
- Users are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's e-mail and voice mail mailboxes without proper authorization, based on legitimate business reasons, from the Director or Administrative Designee. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was improperly sent and must delete the message from their e-mail and voice mail.

6. Access and Disclosure

The Electronic Communications Systems are provided solely for the purpose of conducting FCPS/School business. Incidental and occasional personal use of the Electronic Communications Systems is permitted, but such communications must not disrupt FCPS/School business, and users *do not have any expectation of personal privacy in any matters stored in, created, received, or sent over the Communications Systems.*

To protect the integrity of its systems from unauthorized or improper use, the School (as owner of the Electronic Communications Systems) reserves the right to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its Electronic Communications Systems without the permission of or prior notice to any user.

Although the School entrusts you with the use of voice mail, e-mail, computer files, software, or similar School property, you should keep in mind that these items have been installed and maintained at great expense to the School and are only intended for business purposes. At all times, they remain School property. Likewise, all records, files, software, and electronic communications contained in these systems also are School property. You are advised that electronic files, records, and communications on or through the use of School Electronic Communications Systems are not private. Although they are a confidential part of School property, you should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems are only intended to prevent unauthorized access to voice mail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by FCPS and School personnel for any number of business reasons. *As a result, employees do not have an expectation of privacy in this regard.* Accordingly, these systems and equipment should not be used to transmit personal messages, except in necessary situations or when exceptions are specifically sanctioned by management. Voice mail messages and e-mail messages should be routinely deleted when no longer needed.

The School is not responsible for costs incurred when employees use School telephones or e-mail systems for personal matters.

You should be advised to use voice mail and e-mail as cautiously as you would use any more permanent communication medium, such as a memorandum or letter. You should realize that e-mail messages:

- May be saved and read by third parties.
- May be retrieved even after “deletion.”
- May be accessed by authorized service personnel.
- May be examined by management without notice.

There will be times when FCPS or the School, in order to conduct business, will utilize its ability to access your e-mail, voice mail, computer files or software, or other School property. FCPS or the School may also inspect the contents of your voice mail, e-mail, computers, computer files, or software to monitor job performance, for training or quality control purposes, or when the School suspects that its property is being used in an unauthorized manner.

FCPS and the School reserve the right to use and disclose any electronic non-privileged communication on its Electronic Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials.

7. Discipline

Any person who discovers misuse of the Internet access or any of the School’s Electronic Communications Systems should immediately contact the Director or Administrative Designee. Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.

8. Modifications

The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices and to improvements and innovations to existing systems and devices and to completely new technologies, devices, and systems. FCPS and the School reserve the right to amend this policy at any time.

H. Technology Ethics Code

1. Password Security

All employees agree to safeguard all passwords and not share them with others without prior authorization. When entering any passwords, the employee will make every effort to maintain secrecy.

In addition, staff are responsible for monitoring student use of the Internet, including appropriate use of the Internet and compliance with all software licensing requirements.

2. Student Internet Usage and Monitoring

- a. The primary responsibility for keeping students focused on the task at hand lies with the School's employees. The School's employees must make best efforts to prevent exposure of students to inappropriate Internet sites.
- b. Internet usage is to be limited to curricular purposes. No student is to be given unlimited Internet free time.
- c. When on the Internet, students are to have a specific assignment with parameters for the search given by the staff member. Employees are to monitor the websites by roaming the room during these search periods. This applies to all staff members, including substitute teachers.
- d. A periodic check of bookmarks is to be conducted by responsible staff members.
- e. Students are to be instructed regarding personal responsibility to avoid questionable websites. Specific instructions are to be given about what to do if they accidentally find themselves at an inappropriate website. Every parent and every student will sign a policy that will be updated with specific guidelines.
- f. Employees will periodically check the history of websites visited while the student watches.
- g. Use of a web content filter has eliminated some of the problems, but this should not lead to a false sense of security among employees as there is no such thing as a perfectly secure filter.
- h. If there is a problem, an investigation must be conducted. If it is found that an employee was negligent in their responsibilities as it relates to student use of the Internet, appropriate action will be taken, including disciplinary action. This would apply to both Internet sites and password security.

3. Software License Agreement

- a. Software is to be used according to the provisions of the license agreements.
- b. Unauthorized copies of software will not be made under any circumstances.

- c. Copying software other than for backup purposes is subject to administrative and/or disciplinary action, up to and including dismissal. (Please note that civil and criminal penalties also are possible.)
- d. Any known misuse of software is to be reported to the Director or Administrative Designee.

4. Workstation Integrity

An employee's workstation is his or her area that contains their laptop, document camera, microphone, projector, video display, and/or other School technology equipment. The integrity of another person's workstation must be maintained. This includes all files and materials contained in the individual's workstation.

5. Computer Care and Maintenance of Equipment

- a. All computer areas containing technology equipment stations are to be clean and well organized.
- b. There is to be no food or liquid on surfaces that share technology devices such as a computer. (This applies to everyone.)
- c. Care should be taken to prevent animal hair, dirt, or fine substances from damaging any equipment.
- d. Cleaning of equipment is to be conducted regularly.

I. Social Media Policy

1. Scope

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

For the purposes of this policy, the phrase "social media" refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Twitter, Pinterest, LinkedIn, YouTube, TikTok, Snap Chat and Instagram, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based

discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, tablets, and other similar devices.

This policy is intended to supplement, not replace, FCPS's and the School's other policies, rules, and standards of conduct. For example, policies on confidentiality, use of FCPS/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 *all* FCPS and School policies whenever your social media activities may involve or implicate FCPS and the School in any way, including, but not limited to, the policies contained in this Handbook.

2. Standards of Conduct

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 FCPS and the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student.
- You may only engage in *personal* social media activities during working hours on your personal device (not a School device) and only if it does not interfere with your job duties, unless such activity is in the normal course and scope of your job and is directly related to the School and unless the social media site is managed and owned by the School. 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. Do not “research” job candidates on the Internet or social media websites without prior approval from the Director, Administrative Designee, and/or the FCPS Business Office.
- 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 Director, Administrative Designee, and/or the FCPS Business Office.
- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, 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, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you are 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, students, parents, vendors, 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, 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.

3. Creating and Using School Social Media

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

Employees may only create School-affiliated social media accounts with the authorization from the IT Manager, Chief Operating Officer, or Chief Executive Officer. A “School-affiliated social media account” is one that is created for the purposes of conducting School business, School advertising, holding oneself out to be a representative of the School, and/or other School-related

and School-driven purposes. This does not include an employee's social media account created primarily for personal use and that simply references where the employee is employed and/or connects with other School employees (although these types of social media activity are governed by other portions of this policy, they do not constitute a "School-affiliated social media account"). All employees who use or participate in School-affiliated social media must adhere to the standards and requirements of this policy and all other School policies.

The IT Manager, in addition to the Chief Operating Officer, and Chief Executive Officer, are responsible for approving requests for School social media accounts, monitoring School social media accounts for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). The School has final approval over all content and reserves the right to close the social media at any time, with or without notice. Any inappropriate or unprofessional communications may result in disciplinary action, up to and including termination.

To set up social media that is owned and operated by the School in compliance with this policy, employees must adhere to the following procedures:

- Submit a formal request in writing or through email to the IT Manager. The School will review the request and advise you whether your request has been approved or denied.
- After receiving approval, set up the School social media account with your School e-mail address.
- Provide IT Manager with the password. Ensure that IT Manager is provided with any new passwords if changed.

Any social media created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

4. Access

Employees are reminded that the School's various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, e-mail accounts, video conferencing, voice mail, facsimiles, internal and external networks, computers, cell phones, smart phones, PDAs, tablets, and other similar devices, are the property of the School. All communications and information transmitted by, received from, or stored in these systems are School records.

As a result, FCPS and the School may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. FCPS and the School may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with FCPS or the School has engaged in a violation of this, or any other, FCPS or School policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to the School's various electronic communications systems.

5. Discipline

Any violation of this policy may result in disciplinary action, up to and including termination.

6. Retaliation Is Prohibited

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

7. Questions

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 the Director or Administrative Designee.

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 FCPS and 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.

J. Employee Dress Code

All staff are required to dress in a professional and businesslike manner while at School, on School business, and/or when representing FCPS or the School at off-campus events and activities. Dress attire applies before school begins, during conference periods, and during after-school activities.

Please read the list below carefully.

- Clothing should not look provocative or sexy.
- Clothing should not be inscribed with inappropriate or vulgar language or pictures.
- Tops should not be low cut or revealing.
- Undergarments must not be visible.
- Shorts and skorts must be at least mid-thigh length (halfway between the knee and top of the leg).
- Skirts may be worn above the knee but not as high as mid-thigh length.
- Pants may be loose but not inappropriately baggy.

- For safety reasons, shoes must be closed-toe and have some kind of enclosure around the heel.
- Jewelry, tattoos, and body piercings that are prominent, distracting, or disruptive to school activities are not allowed.

In addition to the above, each employee accepts, in general, the responsibility for coming to work daily in appropriate attire. Employees in violation of this policy will be subject to disciplinary action, up to and including termination.

As a special exception for Halloween, employees may come dressed in costume on the day of the parade. Employees should use good judgment and common sense in the selection of their costumes.

If you require a reasonable accommodation to the School's policy regarding appropriate personal appearance due to a sincerely held religious belief, practice, or observance, or due to a medical reason, please notify the Director, Chief Operating Officer, or Chief Executive Officer. If you have questions regarding appropriate dress and attire, please direct them to your Director in advance.

K. Off-the-Job Activities Involving Students

From time to time, FCPS employees are asked by parents of students, or otherwise agree to babysit or nanny students during non-school hours or on non-school days. Any such arrangements are strictly between the parent and the employee. These activities are not encouraged, sanctioned, sponsored or supported by the School. Rather, these activities by the employee are entirely outside the course of employment at the School. The employee and parent will assume all risks and liabilities associated by these arrangements. The School is not responsible for, and the employee is not covered by the School's liability insurance and Workers' Compensation insurance policies when engaged in these services. Employees should understand that even though this is a voluntary arrangement with the parent, the employee must always act in an appropriate manner when interacting with students. The employee shall not engage in any unlawful or inappropriate interaction with the student that may undermine the trust in the adult-student relationship or lead to the appearance of impropriety.

III. EMPLOYEE CLASSIFICATIONS, HIRING AND QUALIFICATION REQUIREMENTS, AND EVALUATIONS

A. Classifications

Upon hiring, all employees are classified as the following:

- Certificated or classified;
- Probationary, regular, or temporary;
- Exempt or non-exempt; and

- Full-time or part-time.

All employees are either exempt or non-exempt according to provisions of applicable wage and hour laws. Unless an employment agreement provides otherwise, employees are hired for an unspecified duration and these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without cause or advance notice unless an agreement expressly alters the at-will nature of the employment relationship.

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

1. **Certificated and Classified Employees**

Certificated: Employees whose positions require a license or credential are certificated employees. This includes, but is not limited to, teachers, counselors, directors, and administrators.

Classified: Employees whose positions do not require a license or credential are classified employees. This includes, but is not limited to, employees office assistants, employees who do not provide direct instruction to students, and paraprofessionals/teacher assistants.

2. **Probationary, Regular and Temporary Employees**

Probationary: All employees start employment in a probationary status and may only achieve regular status after a sufficient length of continuous employment has passed with satisfactory performance, both to be determined at the sole discretion of the School. Certificated employees must be continuously employed by the School for a minimum of two years before being eligible to become regular employees. Classified employees must be continuously employed by the School for a minimum of one year before being eligible to become regular employees. The School determines at its sole discretion when a probationary employee may become a regular employee.

Regular: Employees who successfully complete their probationary status become regular employees and, thus, are subject to the policies and procedures applicable to regular employees.

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

3. **Exempt and Non-Exempt Employees**

Exempt: Pursuant to the federal Fair Labor Standards Act and applicable state laws, exempt employees are those who exercise the requisite degree of discretion and independent judgment and perform certain administrative, professional, and/or executive duties. Exempt

employees are not entitled to overtime pay. Exempt employees are expected to report for work and perform their jobs in a regular and timely manner.

Non-Exempt: Pursuant to the Fair Labor Standards Act and applicable state laws, non-exempt employees are entitled to overtime pay in accordance with applicable law. Non-exempt employees may have to work hours beyond their normal schedules as work demands require, but are prohibited from working overtime unless they receive approval from their supervisor. Non-exempt employees are eligible to take meal and rest periods in the manner described in this Handbook.

4. **Full-Time and Part-Time Employees**

Full-Time: An employee who is regularly scheduled to work and regularly works 30 hours or more per week is considered a full-time employee. Generally, regular and probationary full-time employees are eligible for School benefits, such as health care plans, vacation, holidays, and sick leave.

Part-Time: An employee who is regularly scheduled to work and regularly works fewer than 30 hours per week is considered a part-time employee. Unless applicable law provides otherwise, part-time employees are not eligible for School benefits, such as health care plans, vacation, holidays, and sick leave.

B. Hiring Requirements

1. **Tuberculosis Testing**

No person shall be employed by the School unless he or she has submitted proof of a tuberculosis (TB) risk assessment within the past 60 days and that no risk factors have been identified. If TB risk factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined he or she is free of infectious TB following testing and examination. This examination, if required, shall consist of an approved intra-dermal tuberculin test or any other test for infectious TB that is recommended by the federal Centers for Disease Control and Prevention and licensed by the federal Food and Drug Administration. If positive, it shall be followed by an X-ray of the lungs. After such examination, each employee shall cause to be on file a certificate with the School from the examining physician showing the employee was examined and found free from active tuberculosis.

A person who transfers employment from another public school can meet these requirements by providing a certificate from a qualified professional that shows the person was found to be free of infectious TB within 60 days of initial hire, or the school previously employing the person verifies that the person has a certificate on file showing that the person is free from infectious TB.

An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if directed by the School's Board upon recommendation by the local health officer.

The risk assessment, and examination if necessary, for new employees is a condition of initial employment, and the expense incident thereto shall be borne by the applicant. The School shall reimburse current employees for the cost, if any, of the tuberculosis risk assessment and the examination.

2. Background Checks

It is the policy of the School to require fingerprinting and background checks for its employees as a term and condition of employment consistent with legal requirements.

The School may, on a case-by-case basis, require an entity providing School site services to certify that the entity's employees comply with the requirements for fingerprinting, unless the School determines that the employees of the entity will have limited contact with pupils. To make such a determination, the School must consider all relevant circumstances, including factors such as the length of time the contractors will be on school grounds, whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others. If the School makes this determination, the School shall take appropriate steps to protect the safety of any pupils that may come in contact with these contractors. If a School requires an entity to comply with the fingerprinting requirements, the entity is required to comply with this section.

On a case-by-case basis, the Director or Administrative Designee shall determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer. Please refer to the current version of the Volunteer Handbook & Packet for more information.

3. Immigration Compliance

The School is committed to full compliance with federal and state immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of their identity and legal authority to work in the United States no later than three business days after he begins work. Accordingly, all new hires must go through this procedure.

4. Certification

The School's teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment in accordance with applicable law. The School's teachers must obtain a Certificate of Clearance satisfying the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341.

It is the responsibility of each teacher to ensure that credentials are renewed in a timely manner and remain current. Failure to adhere to these requirements in a timely fashion will result in disciplinary action, up to and including termination of employment.

5. **Substitute Teachers**

All substitute teachers must be fully qualified with a current credential on file with the Los Angeles County Office of Education and the California Commission on Teacher Credentialing. Substitute teachers are contracted through private vendors and are not employees of FCPS.

6. **Other Credentials**

a. **National Board Certification**

National Board Certification is intended to recognize documented and objective teacher excellence. Any teacher who achieves National Board Certification will be eligible to receive a yearly stipend, the amount of which will be determined by the Board of Directors prior to the start of the new school year. If granted, such a stipend would be in addition to the teacher's salary. If granted, payments on the stipend amount would begin the next fiscal year (July 1) and be paid in installments throughout the course of the school year. If an employee receiving this stipend is later subject to a salary reduction, then the amount of the stipend is also proportionally reduced. The amount of the stipend may also be prorated based on the actual time an eligible employee is actively employed during the respective school year.

While there is no guarantee, this stipend could possibly continue through the ten-year life of the certification provided that: (1) the teacher remains employed by the School; (2) the teacher complies with all requirements articulated by FCPS and the School in relation to this program and specific responsibilities identified for each certified teacher; (3) the stipend receives continued approval by the Board of Directors; and (4) FCPS and the School, in its sole discretion, determines that there is continued and adequate funding for the stipend program.

b. **Five Core Propositions**

National Board Certified teachers will demonstrate their commitment to continued excellence as identified in the on set forth by the National Board for Professional Teaching Standards.

- i. Proposition 1: Teachers are committed to students and learning.
- ii. Proposition 2: Teachers know the subjects they teach and how to teach those subjects to students.
- iii. Proposition 3: Teachers are responsible for managing and monitoring student learning.
- iv. Proposition 4: Teachers think systematically about their practice and learn from experience.
- v. Proposition 5: Teachers are members of learning communities.

c. Yearly Review

The Director will meet individually with each National Board Certified teacher to review their accomplishments in each of the five areas. Recommendations will be presented if necessary and shared with the Board of Directors. The Board of Directors will determine continued receipt of the stipend.

d. Stipend

The amount of the stipend and the continuation of this program is subject to a yearly renewal and ratification by the Board of Directors and is subject to modification at FCPS and the School's sole discretion.

C. Performance Evaluations

Newly hired employees will have their performance goals reviewed by their supervisor within the probationary period.

In addition, each employee may receive periodic performance reviews conducted by their supervisor. At such times, the employee's supervisor may review job performance with the employee in order to establish goals for future performance and to discuss the employee's current performance.

Furthermore, performance evaluations will be conducted annually, at the end of the employee's school year, except for paraprofessionals who will be evaluated twice a year. However, the frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. Performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance.

Favorable performance evaluations do not guarantee increases in salary or promotions. Rather, salary increases and promotions will depend on a number of other factors in addition to performance and such increases and promotions are solely within the discretion of FCPS and the School. After the performance evaluation, the employee will be required to sign the evaluation report simply to acknowledge that it has been presented and discussed by the supervisor and that the employee is aware of its contents.

This policy does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Failure by the School to perform evaluations as set forth herein will not prevent the School from transferring, demoting, disciplining and/or terminating an employee.

D. Classroom Teacher Certificated Staff Assistance Plan

Teachers who have unsatisfactory performance may receive an Assistance Plan. Lead Teachers will work directly with regular teachers who have been recommended for assistance by the Director or Administrative Designee. A plan of action will be developed that may include, but not necessarily be limited to, the following:

- Written lesson plans – daily and/or weekly;
- Refining classroom schedules;
- Modeling transitions and management of classroom routines and procedures;
- Building, refining, enhancing instructional practices;
- Developing appropriate interactions with students, parents and/or colleagues; and/or
- Refining classroom management systems and the classroom environment.

Lead Teachers will participate in classroom observations in the identified teacher's classroom to document implementation of the Assistance Plan. The Chief Executive Officer may also be called upon to participate in classroom observations, and the Instructional Coaches may be called upon to assist with refining of practices identified on the Assistance Plan.

While on an assistance plan, teachers will not be eligible for step and column or any other salary increases afforded to other regular teachers. Salary advancement will recommence once the teacher has achieved a satisfactory level of performance.

After one year of assistance, a committee consisting of the Director or Administrative Designee, Chief Executive Officer, and all Lead Teachers, and Faculty Representatives of the School will determine next steps for the teacher receiving assistance:

- Satisfactory level of performance: Offer of employment agreement for the following school year and teacher continues with the evaluation process as outlined in the Evaluation Handbook.
- Unsatisfactory level of performance:
 - Offer of employment agreement and teacher continues with the Assistance Plan for an additional school year. By March 1 of the second year, either a satisfactory performance level has been attained or there will be no offer of employment agreement and termination of employment will be recommended to the Board of Directors.

OR

- No offer of employment agreement and recommendation for termination of employment by May 1 to the Board of Directors.

This policy does not alter the at-will employment relationship (if applicable). FCPS, in its absolute and sole discretion, may elect not to provide an Assistance Plan and may terminate or otherwise discipline an employee with or without advance notice and with or without cause.

E. Other Certificated Staff and Classified Staff Performance Improvement Plan

When an employee's performance is unsatisfactory, the School may at its sole discretion implement a performance improvement plan ("PIP") for that particular employee. The PIP will include specific steps for the employee to take to improve performance within a designated period of time. If the employee does not correct their performance within this time frame, he or she may be terminated. This policy does not alter the at-will employment relationship (if applicable). FCPS, in its absolute and sole discretion, may elect not to provide a PIP and may terminate and employee with or without advance notice and with or without cause.

F. Council/Committee Participation

All exempt employees who work six hours or more a day are required to be participating members of one of the School's advisory councils or committees. Meeting dates and times are posted in the Weekly Bulletin, and regular and punctual attendance is required and failure to attend may result in discipline:

- Teachers and all other full-time employees will attend all scheduled meetings of their council/committee.
- If an employee's employment is terminated, such employee may no longer participate in council/committee meetings in any form.
- In May of each year, employees will submit a request for council/committee placement for the following school year. The Director of the School will review requests and place employees according to the needs of the School.
- New employees will prioritize their preferences for council/committee placement at the time of hire. The Director will place the employee considering the employee's preferences and the needs of each advisory council/committee.

IV. EMPLOYMENT POLICIES AND PRACTICES

A. Personnel Files

1. General

At the time of employment, a personnel file is established for each employee. Employees should advise the School of changes that should be reflected in their personnel files as soon as possible. Such changes include: name, email address, home address, telephone number, number of dependents, and emergency contact(s). Prompt notification of these changes is essential.

All employees may notify the Director or Administrative Designee of any personal information that would be necessary in a medical emergency.

2. **Right to Inspect**

All employees have the right to inspect certain documents in their personnel files, as provided by law, in the presence of a School representative, at a mutually convenient time.

A request to inspect and/or copy documents contained in the employee's personnel file must be: (1) directed to the employee's supervisor; (2) made in writing (including a description of the documents sought); (3) dated; and (4) signed by the employee whose records are sought. After receipt of the employee's request, the School will respond within a reasonable time frame and in accordance with applicable law.

If an employee disputes an item in their file, the employee may submit a memorandum outlining their points of contention. However, no action is required of the School in response to such a memorandum unless some other School policy or applicable law relates to the situation and requires the School to take action.

3. **Limited Disclosure**

The School will restrict disclosure of each employee's personnel file to authorized individuals within the School. If employee requires disclosure of their personnel file to an outside individual, then the employee must submit a dated, signed, and written request to the Director or Administrative Designee that describes which documents the employee seeks to disclose. Moreover, the employee must execute a release before the School will disclose any personnel documents.

Notwithstanding the above, FCPS and the School will cooperate with requests from authorized law enforcement, legal mechanisms (such as subpoenas), or local, state, or federal agencies conducting official investigations or as otherwise legally required.

B. References

Reference calls must be referred to the Director or Administrative Designee. When the School receives a reference call for a former employee, the information provided shall be limited only to the dates of employment and the position held at the date of termination.

C. Conflicts of Interest

1. **General**

While employed by the School, all employees owe a duty of loyalty to the School, regardless of position or classification. As such, employees are required to avoid, and the School also seeks to avoid, situations in which actual or potential conflicts of interest may exist.

An **actual or potential conflict of interest** occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result

of the School's business dealings. Instances where an actual or potential conflict of interest may arise include, but are not limited to, the **acceptance of gifts, engaging in outside activities, and personal and familial relationships**.

To implement this objective, the School will attempt to avoid work assignments and working relationships that involve actual or potential conflicts of interest because these may potentially lead to complaints of favoritism, lack of objectivity, employee morale problems, potential claims of harassment or discrimination, and problems fulfilling responsibilities and duties owed to the School. However, employees also have an obligation to follow the requirements set forth below.

For purposes of this policy, "**relatives**" are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives, roommates, and significant others (current and former).

Notwithstanding this policy, if an employee is a "designated employee" under the School's Conflicts of Interest Code (adopted pursuant to the Political Reform Act), then the employee must comply with those provisions in addition to this policy.

2. **Hiring Procedures/Disclosure Requirements**

Employees have an obligation to place the School's interests before their own and to exercise good judgment on behalf of the School. Personal involvement or any personal relationship with (i.e., relative) a vendor, parent, or another employee of the School, which impairs an employee's ability to exercise good judgment on behalf of the School, creates an actual or potential conflict of interest.

An employee involved in any relationship or situation that may constitute a conflict of interest must immediately and fully disclose the relevant circumstances to their immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate to eliminate the conflict, including possibly requiring one or both employees to accept a transfer to another position or to resign according to the circumstances, up to and including termination or transfer of affected employees.

It is the intent of the School that all hiring will be done in an unbiased manner. To fulfill this intent, in addition to the above general requirements, the following specific procedures will be followed for all hiring to the extent applicable:

1. The Director will have no relatives employed at the specific school that he or she supervises.
2. Any member of an interview committee who is a relative or friend of a candidate will remove himself or herself from the interviewing and selection process for all candidates for that position.

3. Prior to interviewing applicants, committee members will be asked whether they are acquainted with any candidates. If they are acquainted, the interviewing committee will decide if they should be disqualified.

Failure to disclose any required relationship or facts under this policy, or failure to follow any of the above procedures, shall constitute grounds for disciplinary action, up to and including termination.

3. Gifts

Improper personal gain may result not only where an employee or relative has a significant ownership interest in a company with which the School does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the School. Solicitation of gifts, tips, or gratuities from students, parents, or vendors is strictly prohibited.

4. Outside Activities

Employees may not engage in any outside activity, including outside employment, which presents an actual or potential conflict of interest. Such outside activities must not affect the employee's work hours, interfere or conflict with the employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the employee's job performance. If you believe that it is possible that a potential conflict of interest exists, please obtain written approval that the outside activities do not create an actual or potential conflict of interest from the Executive Director before engaging in such activities.

Employees also may not use the School's name, logo, supplies, equipment, or other property in connection with any outside activities. If you have any questions regarding the potential impact of any outside activities, including outside employment, please contact the Director, Chief Operating Officer, or Chief Executive Officer prior to engaging in such activity.

5. Personal and Familial Relationships

Employees may not engage in any outside activity, including outside employment, which presents an actual or potential conflict of interest. Employees have an obligation to place the School's interests before their own and to exercise good judgment on behalf of the School. Personal involvement with a parent, vendor, supplier, or subordinate employee of the School, which impairs an employee's ability to exercise good judgment on behalf of the School, creates an actual or potential conflict of interest. An employee involved in any such relationship must immediately and fully disclose the circumstances to Director, Chief Operating Officer, or Chief Executive Officer for a determination as to whether a conflict exists. If an actual or potential conflict of interest exists, the School will take appropriate corrective action according to the circumstances, up to and including termination.

Relatives of employees may be eligible for employment with the School only if the individuals involved do not work in a direct supervisory relationship or in job positions in which an actual or potential conflict of interest could arise. 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.

Failure to comply with the Conflicts of Interest Policy may result in disciplinary action, up to and including termination.

D. Work Year and Schedule

An employee's work calendar depends on their position as set forth below. However, the Chief Executive Officer (with the approval of the Board of Directors) has the sole and absolute discretion to determine a different work calendar for any employee.

1. General Education and Special Education Teachers

These employees are expected to work 191 days (184 instructional days plus 7 professional development days).

2. Selected Certificated Full-Time Employees (School Psychologist, Speech and Language Therapist, Elementary School Counselor, and others to be identified as needed by the Board of Directors)

These employees are expected to work 201 days (184 instructional days, 7 professional development days, and 10 days for collaboration with other Special Education employees and administrators).

3. Administrators and Selected Classified Staff (Attendance Manager, Attendance Clerks, Office Managers, Office Assistants, Compliance Assistants, Nurse, Nurse's Aide and others to be identified as needed by the Board of Directors)

These employees are expected to work 224 days.

4. Year Round Employees

These employees (those in FCPS Business Office, Technology, Maintenance and Custodial) are expected to work 249 days.

5. Schedules and Timekeeping

a. General

All employees are informed of their work schedules when hired. After employment has begun, the School advises employees of their work schedules on an annual basis. Work hours are not flexible.

b. Arrivals

Employees must sign in at the time of arrival and out at the time of departure so that the School is aware at all times of who is present on campus. Any tampering with the sign-in/sign-out sheets will result in disciplinary action, up to and including termination.

Employees must arrive at their work stations at designated times. For example: If the employee is a teacher, the arrival time is 7:40 A.M. so students may be dropped off at 7:50 A.M. (Beginning and ending times of the school day may vary, but all teachers are to arrive 10 minutes prior to the start of the school day and are to leave no sooner than 10 minutes after the end of the school day.) If the employee is a Teacher Assistant, he or she must arrive prior to the designated start time in order to sign in and report to their assignment at the designated time.

c. Leaving Campus During the Work Day

Employees must sign in and out if leaving campus during the workday so that the School is aware at all times of who is present on campus. The sign-in/sign-out sheet is maintained in the Main Office.

6. **Absences and Tardiness**

a. General Responsibility to Report Absence and Tardiness

It is the responsibility of the employee to contact the School prior to the start of the workday if he or she is going to be absent or late. All employees must document hours when they leave early or arrive late on their time card/sign-in sheet or Absent Personnel Log. Sick or vacation hours will be applied when applicable.

b. Particular Rules for Teacher Absences and Tardiness

Teachers must log sick or vacation hours, whichever is applicable, on the Absent Personnel Log when they leave early or arrive late. Sick or vacation hours are applicable regardless of whether a Substitute Teacher has been retained or not.

c. Coverage by Substitute Teachers

Substitute coverage is contracted through private vendors. As such, teachers should not answer any questions regarding pay, hours worked, or employment policies (only policies as it pertains to teaching and students).

d. Coverage by Teacher Room Partners

Classroom coverage by a teacher's room partner is permitted for only brief periods of time and is limited to cases of emergency or unusual circumstances. Classroom coverage cannot be used for preplanned personal reasons (i.e., the employee's child's winter performance, a doctor's appointment scheduled a month in advance, etc.). An administrator must preapprove plans for classroom coverage prior to the time of coverage.

e. Repeated Tardiness and Absences

Unless otherwise protected by applicable law, if an employee has difficulty reporting to work on time or has chronic absences, any of the following actions may result:

- verbal warning
- written notification
- disciplinary action including termination of employment

7. **Staff Development Days**

All full-day professional development days are mandatory. If a teacher, year round employee, or extended year employee is absent, the School may take disciplinary action, up to and including termination. Employees may be excused from attendance in the event of a severe illness or emergency at the discretion of the Director or Administrative Designee.

8. **Hours of Work**

Hours of work for all full and part-time employees are reviewed on an annual basis by the Board of Directors. The employee will be informed of their working hours/schedule beginning each year. The School reserves the right to alter schedules as it may require.

9. **Workday and Workweek**

The School's workweek begins Sunday at 12:00 A.M. and ends the following Saturday at 11:59 P.M. The workday begins at 12:00 A.M. and ends at 11:59 P.M.

E. Meal and Rest Periods

The School prioritizes compliance with California's meal and rest period laws. All non-exempt (hourly) employees are required to abide by these requirements. Further, all supervisors are responsible for facilitating compliance with these requirements.

F. Unpaid Meal Periods

All non-exempt employees must take an uninterrupted unpaid meal period of at least 30 minutes for each workday in excess of 5 hours in accordance with this policy. Further, all non-exempt employees must take a second uninterrupted unpaid meal period of at least 30 minutes for each workday in excess of 10 hours in accordance with this policy.

Employees must begin their first meal period within five hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin their meal period no later than 12:00 p.m. (noon). Further, employees must begin their second meal period (if applicable) within ten hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin their second meal period no later than 5:00 p.m.

An employee whose workday is 5 to 6 hours may waive, in writing, their right to a first meal period. Further, an employee may waive their right to a second meal period as long as the employee does not work more than 12 hours in a workday and did not waive their first meal period. The School offers written Meal Period Waiver Agreements that govern an employee's entire employment, which are voluntary and may be revoked at any time, to document the employee's waiver of first and second meal periods. This is attached as Appendix 1 to the Handbook.

Employees are eligible for the following number of meal periods:

Length of Workday in Hours	# of Meal Period s	Explanation
0 to ≤ 5	0	An employee whose workday is 5 hours or less is not entitled to a meal period.
> 5 to ≤10	1	An employee whose workday is more than 5 hours up to and including 10 hours is eligible to take a 30-minute uninterrupted meal period, <i>unless the employee's workday is 6 or fewer hours and voluntarily waives their first meal period.</i>
> 10	2	An employee whose workday is more than 10 hours is eligible to take a second uninterrupted 30-minute meal period, <i>unless the employee's workday is 12 or fewer hours, did not waive their first meal period, and voluntarily waives their second meal period.</i>

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

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

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

1. Paid Rest Periods

All non-exempt employees are authorized, permitted, and strongly encouraged to take a 10-minute paid rest period for every 4 hours worked or major fraction thereof. Ordinarily, this amounts to two 10-minute rest periods per 8-hour workday.

Employees are eligible for the following number of rest periods:

Length of Workday in Hours	# of Rest periods	Explanation
0 to < 3.5	0	An employee whose workday is less than 3.5 hours is not entitled to a rest period.
≥ 3.5 to ≤ 6	1	An employee whose workday is 3.5 hours up to and including 6 hours is eligible to take one rest period.
> 6 to ≤ 10	2	A non-exempt employee whose workday is more than 6 hours up to and including 10 hours is eligible to take two rest periods.
> 10 to ≤ 14	3	A non-exempt employee whose workday is more than 10 hours up to and including 14 hours is eligible to take three rest periods.

Employees whose workday is more than 14 hours may be eligible to additional rest periods. Please contact your supervisor for more information.

Whenever practicable, non-exempt employees should take their rest periods near the middle of each 4-hour work period. Non-exempt employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period. Because rest periods are paid, non-exempt employees should not clock out for them.

2. Daily Meal Period and Rest Period Reporting Form

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to their supervisor and complete a Daily Meal Period and Rest Period Reporting Form. This is attached as Appendix 2 to the Handbook. The employee must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period. The employee must complete and turn in

this form to their supervisor on the same workday that he or she experienced the non-compliant meal or rest period. Supervisors are responsible for ensuring that Human Resources (the Business Office) receives these forms no later than the end of the workday following the workday on which the reportable issue occurred.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an “authorized” meal period at the time provided by the School), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a student meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the non-compliant meal or rest period on the Daily Meal Period and Rest Period Form.

3. Responsibilities

Non-exempt employees are required to take their meal and rest periods in accordance with this policy. If you encounter any challenges with taking meal or rest periods in accordance with this policy, please immediately contact your supervisor, the Director, or Administrative Designee.

Supervisors are responsible for facilitating meal and rest periods in a fair and uniform manner. Supervisors may not pressure or coerce employees to take late, short, or interrupted meal and rest periods or to skip their meal and rest periods.

4. Discipline

Failure to comply with the School’s policy regarding meal and/or rest periods can lead to discipline, up to and including termination. This applies to non-exempt employees as well as supervisors, who are responsible for assisting the School with implementing these requirements.

G. Lactation Accommodation

Employees have the right to reasonable time and access to a private area during the workday to express milk, as set forth below.

Employees may use their meal and/or rest periods for the purpose of expressing breast milk. If required, a reasonable amount of additional time will be provided. Such additional time will be unpaid.

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.

To request the above, please contact the Director. The School will respond accordingly, generally within two business days.

If any employee believes that they have experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with their 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 this website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

H. Salary Schedules and Stipends

1. Service Requirements for Salary Schedules

For salary increase purposes, when teachers attend conferences required by the School, hours of attendance will not apply toward moving up the salary schedule. The hours will apply toward Professional Growth for credential renewal.

For purposes of this policy only and fulfilling requirements for moving from probationary status to regular status, and for movement to the next "step" on the salary schedule, the employee must work the following amount of days:

- A full-time certificated employee who has 184 instructional days must work a minimum of 150 days.
- A full time classified/certificated employee with a 201-day work year must work a minimum of 164 days to move up to the next step.
- A full time classified/certificated employee with a 224-day work year must work a minimum of 183 days.
- A full time classified/certificated employee with a 249 day work year must work a minimum of 203 days.

The School will determine the definition of a "work year" for all calendars on an annual basis.

Probationary Teachers may advance one column (additional units) per school year. Regular status teachers may advance one column every six months. The Board of Directors reserves the right to deny units for column advancement as deemed necessary based on the reputation and credibility of the institution awarding the units of study.

For purposes of step advancement (years of service for purposes of placement on the FCPS salary schedule) and column advancement (additional units, which are applicable to classroom

teachers only), there shall be no salary advancement, including any across-the-board salary increase approved for employees, for any employee placed on an “assistance plan.” (Classroom Teachers) or “performance improvement plan” (Other Certificated Staff and Classified Staff).

The Board of Directors reserves the right to alter, amend, modify, and/or eradicate this policy at its sole and absolute discretion, with or without notice.

2. **Performance Requirements for Salary Schedules**

The following tables are to be used to determine salary increases: beginning in the 2013-2014 school year:

Teacher Evaluations and Earned Increase Criteria

Three components comprise the Earned Increase Criteria:

- 1) **Teacher Effectiveness:**
 - A checklist based on Charlotte Danielson’s Enhancing Professional Practice: a Framework for Teaching is used for classroom observations;
 - The classroom observation team consists of five or more staff members selected from the following: two administrator(s), appropriate Faculty Representative, grade level Lead Teacher(s) and the teacher being observed, and may also include the Chief Executive Officer and Instructional Coaches.
 - Overall proficient scores must be received from four out of the five school site team members. If the Chief Executive Officer and Instructional Coaches participate, the scores from the CEO and Instructional Coaches will be considered as additional scores, and 80% of the scores of the entire team must be “proficient”.
 - Observations are scheduled semi-annually and once a semester.
- 2) **Strong and regular student daily attendance rate;**
- 3) **Professional Responsibilities**
 - Adhering to all aspects of the Employee Handbook
 - Adhering to the all items identified on the Classroom Teacher job description and employee contract.

Career increments are actually earned by successfully completing a certain number of professional development units and are thus earned increases. Years of service increments have previously been given for merely completing another year (at least 150 days out of a possible 184 for classroom teachers).

Beginning in the 2015-16 school year, the following salary increases are subject to the FCPS Earned Increases Criteria:

- Years of service increment increases (step advancements);
- Any across-the-board salary increases granted by the Board of Directors

Any teacher on an assistance plan will not be eligible for any earned increase for that year. If by March 15th of a second year on an assistance plan, the teacher is still deemed to need an assistance plan, that teacher will automatically be terminated at the end of the second year per the teacher Evaluation Handbook.

Classified Employee, Other Certificated Employee, and Administrator Employee Evaluations and Earned Increase Criteria

The classified employee framework was developed prior to calculating the average rating for any of the employees who would be affected. Representatives who participated in the discussion did not have access to where employees affected by this decision fell in terms of the scale created.

The framework was implemented beginning in the 2015-16 school year. The Directors, Faculty, and Classified Representatives will continue to refine the guidelines as needed. All possible salary increases are subject to the criteria presented below:

Classified Employee Evaluations

Rating Scale

1. Unacceptable
2. Below Standard
3. Standard
4. Above Standard
5. Outstanding

Rating	Determination
3.5 average or below	Does not qualify for salary increase
3.6 average or above	Qualifies for salary increase

Certificated Employee Evaluations*

Rating	Determination
Not recommended by Administrator and Immediate Supervisor	Does not qualify for salary increase
Recommended by Administrator and Immediate Supervisor	Qualifies for salary increase

*Certificated, non-register carrying staff

Administrator Employee Evaluations

Rating Scale:

1. Not Meeting Responsibilities
2. Meeting Responsibilities
3. Exceeding Responsibilities

Rating	Determination
2.5 average or below	Does not qualify for salary increase
2.6 average or above	Qualifies for salary increase

The initial salaries or hourly rates of all newly hired employees follow the schedules approved by the FCPS Board of Directors prior to the beginning of each school year.

The following policies were implemented beginning on July 1, 2017:

- 1) Participation by teachers in fully effectuating the FCPS Independent Study Program, when appropriate, is mandatory for all register-carrying teachers at all FCPS schools.
- 2) It is the expressed intent of FCPS to maintain the highest average ADA in all its schools.

I. Additional Stipends

National Board Certified teachers may be eligible to receive an annual stipend for the ten-year life of the certification. See related provision in this Handbook. As noted in that provision, if an employee receiving this stipend is later subject to a salary reduction, then the amount of the stipend is also proportionally reduced.

Lead teachers may be eligible to receive compensation for the fulfillment of their responsibilities with a stipend that is determined on an annual basis by the Board of Directors. Grade level teachers nominate and elect lead teachers with final approval by the Board of Directors. The qualifications and responsibilities for lead teachers are reviewed on an annual basis by the Board of Directors. The Board of Directors determines whether to award such a stipend in its sole discretion.

J. Overtime

Non-exempt employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculated overtime. Holiday, vacation, and sick days, for example, are not hours worked and therefore not counted in any overtime calculations. All overtime work must be previously authorized by a supervisor. The School provides compensation for all overtime hours worked by non-exempt employees in accordance with applicable state and federal laws.

Exempt employees may have to work hours beyond their normal schedules, as work demands require. Exempt employees are not entitled to overtime compensation.

K. Timekeeping

All non-exempt employees are required to accurately record time worked on a time card for payroll purposes. This means they must clock in and out whenever they begin, cease, or resume working during the course of a workday. All non-exempt employees must record their own time at the start and at the end of each work period. While non-exempt employees do not need to clock out during rest periods, they must clock out and in during each meal period. A supervisor must initial any handwritten marks or changes on the time card. Under no circumstances may one employee clock in or out for another employee. Exempt employees may also be expected to record their total time worked and report absences from work due to personal needs or illness.

Employees are prohibited from doing the following: (1) recording hour working on behalf of another employee, (2) allowing another employee to mark their timecard, (3) falsifying any timecard, (4) inaccurately recording hours worked, (5) working “off the clock,” (5) failing to record all hours worked. Such conduct is not permissible and is subject to disciplinary action, up to and including termination. Any errors on the employee’s time card should be immediately reported to the Director or the Administrative Designee.

L. Paydays

All full-time salaried employees are paid semi-monthly on the fifth and twentieth of each month. Part-time and hourly employees are paid semi-monthly on the tenth and twenty-fifth of each month. When either of these days falls on a weekend or holiday, employees are paid on the first workday preceding the weekend or holiday.

Employees immediately should report any errors in their paycheck to the FCPS Business Office or the School Office Manager.

M. Class Assignments

1. Reorganization

The yearly reorganization of the Fenton Charter Public Schools (placement of teachers) will be made by a committee consisting of the co-chairs of the Human Resource and Personnel Council (FACS), Personnel Committees (FPC, SMBCCS, FCLA and STEM), Curriculum and Assessment Council (FACS), Instruction Committees (FPC, SMBCCS, FCLA and STEM), Faculty Representatives, and the Directors and other administrative staff of FCPS. The process will be refined and revised yearly considering the needs and fiscal strength of each School and the organization.

N. Smoking

All School buildings and facilities are non-smoking facilities. Smoking is prohibited on the School’s premises or within 20 feet of a School building and within 25 feet of a school playground, whichever is farther. This includes, but is not limited to, nicotine and non- nicotine cigarettes including herbal cigarettes and marijuana, cigars, pipes as well as e-cigarettes and vaping. Employees who wish to smoke must limit their smoking to tobacco products during meal and rest periods off premises.

O. Personal Business

The School's facilities for handling mail and telephone calls are designed to accommodate School business. Employees are prohibited from receiving personal mail at the School and personal phone calls should be limited to an absolute minimum. Personal mail should be directed to the employee's home address. Personal calls using School devices should not be made outside the School's immediate dialing area. The School's materials, time, and equipment may not be used for personal use.

1. Personal Purchases/Orders

Employees may not have any personal purchases, orders, invoices, or mail sent to the School. No one may use the School's name or address for personal purchases, orders, invoices, or mail. This excludes items purchased for use at the School.

2. Employees' Children on Campus

Children of employees, whether School students or not, are not allowed in the employee's classroom or workstation during the employee's work hours. Exceptions are allowed only in the case of an emergency or unusual circumstance with prior approval of an administrator.

Per the School's Home School Agreement, children of employees may volunteer with prior approval of the Director or Administrative Designee if they are in fifth grade or above. Student volunteer guidelines apply. Children of employees are not allowed in the Staff Lounge or other adult-only areas (e.g., Resource/Supply Room, school-business related meetings).

P. Solicitations and Distributions Policy

In order to maintain and promote efficient operations, discipline, and security, the School maintains rules applicable to all employees that govern solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should immediately consult with their supervisor. Unrestricted solicitation and/or distribution on school premises are likely to interfere with these goals. Accordingly, solicitation and distribution are expressly restricted below by this Policy in order to maintain the necessary environment.

All employees must comply with the following rules:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during their working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and break periods.
2. No employee shall distribute or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during their working time or during the working time of the employee(s) at whom such activity is directed. As used in this section, working areas excludes designated meal and break rooms.

3. No employee shall enter or remain in School work areas for any purpose except to report for, be present during, and conclude a work period. Non-exempt employees must not begin work and clock in at their working area more than 10 minutes before they are scheduled to begin and must stop work and clock out from their work area no later than 10 minutes after their work scheduled for the day is completed. Work area does not include School parking lots, gates, or other similar outside areas unless an employee is assigned to work in such areas.

4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on School property.

5. Non-employees must sign in at the front office before entering School property.

Non-Employees:

i. Persons not employed by FCPS or the School may not solicit or distribute literature on School property at any time, for any purpose, other than approved business reasons related to the School's educational programs. Any violation should be promptly reported to the Director or Administrative Designee.

ii. All visitors must obtain permission to be present on School property and must sign in with the front office and obtain a visitor's badge. Non-employees who are not parents of enrolled students shall not be anywhere on School property unless they have a legitimate business reason to be present. Non-employee business invitees are only allowed in student and/or parent areas or working areas when furthering a legitimate business need of the School and only after receiving permission of the Director or Administrative Designee.

iii. Exception: Non-employees may be present on School property for the limited purpose of attending Board meetings that are open to the public and only for the time period during which the public Board meeting occurs. Non-employees may speak and distribute literature at public Board meetings as permitted by the Board.

Violations of this policy may result in disciplinary action, up to and including termination.

Q. Health and Safety Policies

Every employee is responsible for the safety of himself or herself as well as others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times.

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. Contact the Business Office of FCPS if you wish to review the IIPP or if you have any questions concerning this policy.

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

Employees shall not be prohibited from accessing their mobile device or other communication device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to confirm their safety during an emergency condition. An emergency condition means: (i) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (ii) an order to evacuate a workplace, a worksite, a worker's home, or the school of a worker's child due to natural disaster or a criminal act.

R. Security Protocols

1. General Procedures

The School has developed guidelines to help maintain a secure workplace. Employees are to be aware of unknown persons loitering on the campus and in parking areas, walkways, entrances, exits, and service areas. Employees are to report any suspicious persons or activities to security personnel or to their supervisors. Employees are to secure their desks or offices at the end of the day. When called away from the work area for an extended length of time, the employee should not leave valuables, personal articles, or confidential information unattended at or around the workstation that may be accessible. The security of facilities as well as the welfare of the School's employees and students depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify their supervisors when keys are missing or if security access codes or passes have been breached.

2. Key Procedures

When an employee loses a School key, the loss must be reported immediately to the School Director or Administrative Designee. The following guidelines will be followed:

1st incident: Warning

2nd incident: Employee will pay for lost key(s) and all costs for rekeying if authorized by applicable law

3rd incident: Appropriate disciplinary action

S. Payroll Withholdings

The School is required by law to withhold contributions for Federal Income Tax, State Income Tax, and Social Security (FICA) from each employee's pay (excluding those employees who participate in CalSTRS). Every deduction from the employee's paycheck is explained on the employee's check voucher. If the employee does not understand the deductions, the FCPS Business Office should be consulted.

T. Expense Reimbursements

The School reimburses employees for any reasonably necessary school materials and reasonable business expenses incurred within the course and scope of employment. All materials purchased must have the employee's supervisor's prior approval and all business travel must have the advance approval of the Director, Chief Operating Officer, and Chief Executive Officer for reimbursement purposes. The FCPS Travel Reimbursement Form, signed by the Director of the School, and including all required documentation, must be submitted to the FCPS Business Office for reimbursement to be considered.

If an employee has agreed to attend a conference, fees have been paid by the School, and the employee cannot attend, he or she must: (1) advise their supervisor as soon as possible; and (2) assist in arranging for another employee to attend in their place. An employee who fails to attend the conference(s) that has been paid for by the School may lose their ability to attend such conferences. Exceptions will be made at the discretion of the Director (or Administrative Designee) and the Board of Directors.

V. EMPLOYEE BENEFITS

A. Life/Health Insurance and Related Benefits

The School offers certain insurance benefits that may include medical, dental, vision, life, and disability insurance benefits to eligible employees as defined by applicable law and regulations and subject to plan eligibility requirements. Eligible employees will receive summary descriptions of the School's benefit plans from the FCPS Business Office at the time of hire. Available benefit plans may vary and may change from time to time. There is no guarantee that the School will continue to maintain any one benefit plan or that the terms and conditions of any such plan will not be changed at any time. Affected employees will be advised of any such changes as required by applicable law.

Eligible dependents and spouses of the employee may be eligible to enroll in applicable insurances plan pursuant to the specific terms and conditions of the plan, which ultimately govern all aspects of the employee's eligibility for and participation in the plan.

Employees may be eligible to opt-out of the School's health (medical, dental and vision) insurance plan and receive a cash stipend. Proof of insurance coverage must be provided annually during the election period to qualify. Employees who elect to opt-out must do so for medical, dental and vision coverage. Employees who receive coverage through another full-time benefited Fenton employee, are not eligible for the opt-out stipend.

B. State Disability Insurance (Wage Supplement)

The School contributes to the State of California to provide you with State Disability Insurance ("SDI") pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. SDI is administered by the California Employment Development Department ("EDD") and payable when the employee cannot work because of a non-occupational illness or injury or when the employee is entitled to temporary workers' compensation at a rate less than the daily disability benefit amount.

SDI is a wage supplement concurrently while an employee takes an eligible leave of absence under School policy and applicable law. The program will be administered in a manner consistent with California law.

For reformation on the specific rules, regulations, and forms governing disability, you can contact the FCPS Business Office or the EDD.

C. Paid Family Leave

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 eight 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), or to participate in a qualifying event because of a family member’s (i.e., a spouse, registered domestic partner, parent or child) military deployment to a foreign country. 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 School policy and applicable law.

The School will require you to take up to two weeks of accrued but unused vacation prior to your receipt of benefits under the PFL program.

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.

D. Unemployment Compensation

The School contributes a significant amount of money each year to the California Unemployment Insurance Fund on behalf of its employees. Under certain circumstances, you may be eligible for unemployment insurance benefits.

E. Social Security

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.

F. Workers’ Compensation

The employee is protected by the School’s workers’ compensation insurance policy while employed by the School. The policy covers the employee in case of certain occupational injury or illness. If the employee is injured while on the job, the employee must immediately report the injury to their supervisor and the Office Manager.

G. Holidays

To be eligible for holiday pay, an employee must be full-time and non-exempt and must work both the business day before and after the holiday. Part-time employees, temporary employees, exempt employees, and teachers are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays set on the school calendar which occur during the employee's period of employment.

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

Eligible employees will receive time off with pay at their regular rate of pay on the School-observed holidays listed below. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or following Monday. However, the School may close on another day. Holiday observance will be announced in advance. The School reserves the right to change this policy at any time, with or without notice.

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

H. Vacation

Teachers, part-time employees, temporary employees, and non-year round (i.e., 12 month) employees do not earn paid vacation. All other regular and probationary full-time employees (as defined in this handbook) who work year round (249-day calendar) begin to earn and accrue vacation starting on the first day of employment at a rate determined by length of continuous service as a full-time employee. Vacation accrues on an as-worked basis per pay period worked. Vacation will not accrue during any unpaid leave of absence.

Vacation accrual rates and maximums are as follows:

Length of Continuous Service as a Regular/Probationary Full-Time Employee (in Years)	Vacation Earned Per Pay Period Worked (in Hours)	Vacation Earned Per School Year	Maximum Accrual (in Days)
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		Worked (in Days)	
Year 1	40	5	5
Year 2	80	10	15
Year 3	120	15	30
Years 4+	160	20	40

For continuing employees who move from a non-year round work schedule to a year round schedule, the employee will begin at the second level, year 2.

As noted in the chart above, there is a cap on vacation accrual. Although employees are encouraged to use all earned vacation time each year, employees may accrue up to their maximum accrual as set forth above. Once the employee's vacation time reaches the maximum, further accrual of vacation time is suspended until the employee has reduced the vacation time balance below this limit. If the employee later uses enough vacation time to fall below the maximum, the employee will resume earning paid vacation time from that date forward. In such a case, no vacation time will be earned for the period in which the employee's vacation time was at the maximum.

For both exempt and non-exempt employees, vacation time may be taken in minimum increments of one hour. If an employee absents himself or herself from work for part or all of the workday, he or she may be required to use accrued vacation to make up for the partial day absence.

All employees must have supervisory approval before taking vacation, which must be requested at least ten business days in advance of the beginning of the anticipated vacation period. Vacations shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements. Although the School will attempt to accommodate vacation request to the greatest extent possible, there is no guarantee that any given vacation request will be granted, and the School reserves the right to deny a vacation request based on operational needs of the School. The School reserves the right to schedule vacation time for employees or to compensate employees for accrued, unused vacation time at any time in its sole discretion. If a holiday occurs during your vacation period, you will receive holiday compensation for that day.

Employees who do not have accrued and unused vacation, or other accrued paid time off, are not permitted to take time off for personal reasons unless otherwise agreed upon by their supervisors. Such absences will be deemed unexcused. Employees who take time off without prior approval and without any accrued time off may be subject to discipline, up to and including termination, to the extent permitted by law.

Employees who terminate their employment for any reason will be paid for any accrued but unused vacation time in accordance with this policy. Vacation time is paid at the employee's final rate of pay at the time of the employee's separation.

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

I. Paid Sick Leave (Part-Time and Temporary Employees)

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act and the Los Angeles Minimum Wage Ordinance to provide paid sick leave (“PSL”) to eligible employees.

This policy applies to part-time and temporary employees. All part-time and temporary employees who work more than 30 days in a calendar year in the City of Los Angeles are allotted paid PSL as set forth in this policy. ***The School’s full-time employees are covered by the policy in Section E.***

Eligible employees may use their 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, sibling of the employee, a designated person, as well as any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. “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. “Designated person” means a person identified by the employee at the time the employee requests paid sick days. Only one individual may be a “designated person” per 12-month period.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

On January 1 of each calendar year, all eligible employees will be allotted six PSL days (or 48 hours) per calendar year (January 1- December 31).

If an employee is hired after January 1, he or she will be allotted six PSL days (or 48 hours) 30 days after beginning employment.

Eligible employees may use allotted PSL beginning on the 90th day of employment. Sick leave days may be taken in minimum increments of one hour. Accrued and unused sick leave benefits carry over from year to year without a cap on accrual. Employees will not receive pay in lieu of unused sick leave. Unused sick leave will not be paid out upon termination.

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

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

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise eradicate this policy at its sole and absolute discretion to the extent allowed by law.

J. Sick Leave (Regular and Probationary Full-Time Employees)

All full-time employees (except temporary employees) are eligible to accrue paid sick days per school year at a rate set forth in the chart below. *All part-time and temporary employees are covered by the prior policy.*

Sick leave accrues on an as-worked basis. Sick leave will not accrue during any unpaid leave of absence.

Work Basis (in Days)	Sick Leave Earned Per School Year Worked (in Days)
191	11
201	11
224	12
249	13

Sick leave days may be taken in minimum increments of one hour. Accrued and unused sick leave benefits carry over from year to year with an accrual cap. Employees will not receive pay in lieu of unused sick leave. Unused sick leave will not be paid out upon termination.

Eligible employees may use their accrued sick leave benefits 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, sibling of the employee, a designated person, as well as any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. “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. “Designated person” means a person identified by the employee at the time the employee requests paid sick days. Only one individual may be a “designated person” per 12-month period.

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

Unused sick leave may be counted as additional service credit upon retirement with the California State Teachers Retirement System (“STRS”) or the California Public Employee Retirement System (“PERS”) for those employees who are eligible to participate in such benefits

in the year in which they earn the sick leave. Employees who are not eligible for STRS and/or PERS when they earn sick leave may not apply unused sick leave toward any future STRS and/or PERS benefits if those employees later become eligible.

Unused sick leave will be transferred to any subsequent California public school when requested in writing by the employing district/school to the extent permitted by applicable law. Moreover, incoming employees may transfer unused sick leave from any prior California public school when requested in writing by the incoming employee and verified by the former California public school employer to the extent permitted by applicable law. Such transferred sick leave is only available for credit to STRS and PERS and is not credited to the employee's sick leave balance at the School.

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

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

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise eradicate this policy at its sole and absolute discretion to the extent allowed by law.

VI. LEAVES OF ABSENCE

A. General Rules Regarding Leaves of Absence

1. Types of Leave

The School's policy is to grant certain leaves of absence to eligible employees on a non-discriminatory basis within the parameters of its policies and applicable law. Unless applicable law requires a departure from these policies, the following policies will govern the noted leaves of absence.

2. Requests for Leave

All requests for leaves of absence must be submitted in writing to the appropriate supervisor. Moreover, an employee must provide the School with reasonable notice of their desire to take a leave of absence whenever possible. In addition, more specific requirements pertaining to particular types of leave are outlined below.

3. Pay/Benefits During Leave

Unless provided otherwise by a more specific policy or applicable law, all leaves of absence are only available on an unpaid basis.

Unless provided otherwise by a more specific policy or applicable law, employees will not accrue benefits, such as the accrual of vacation days or sick time, or receive holiday pay, during unpaid leaves of absence.

4. Return to Work

If an employee fails to return to work on the next regularly scheduled workday following the expiration of their leave without prior approval from the School, the employee may be considered to have voluntarily terminated his/her employment.

B. Family and Medical Leave (FMLA) / California Family Rights Act (CFRA)

Eligibility: Under the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA), may be 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) and have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence. Additionally, for purposes of FMLA leave, an eligible employee must also be employed at a worksite where there are 50 or more employees of the School within 75 miles.

Notification: 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. You should use the School’s request form, which is available upon request from Human Resources (the Business Office). Failure to comply with this requirement may result in a delay of the start of the leave.

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

1. the care of employee’s newborn child (i.e., baby bonding) or a child placed with the employee for foster care or adoption. Leaves for these reasons must be completed within 12 months of the birth or placement of the child;
2. the care of the employee’s spouse, child or parent¹ with a “serious health condition”;
3. (CFRA ONLY) the care of the employee’s parent-in-law, grandparent, grandchild, sibling, registered domestic partner, or designated person² with a “serious health condition”;
4. the “serious health condition” of the employee (including serious health condition resulting from an on-the job illness or injury) that makes the employee unable to perform any one or more of the essential functions of their job. For FMLA leave only, a serious health condition also includes a disability caused by pregnancy,

¹ For purposes of FMLA only, the term “parent” does not extend to parents-in-law. Further, for purposes of FMLA only, a child does not refer to a child who is over 18 years of age (unless they are incapable of self-care because of a medical or physical disability) nor does it include the child of a registered domestic partner unless the employee stands in loco parentis to the child.

² For purposes of CFRA only, effective January 1, 2023, employees may be eligible for leave to care for a designated person. “Designated person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Only one individual may be a “designated person” per 12-month period.

childbirth, or related medical conditions, which runs concurrently with the School's separate pregnancy disability policy;

5. (FMLA ONLY) 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
6. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, registered domestic partner (CFRA only) 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.

Documentation: 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 paragraphs (2) and (3) above only if due to a serious health condition, your spouse, child, parent, parent-in-law, grandparent, grandchild, sibling, designated person, or registered domestic partner, as may be applicable under FMLA/CFRA, 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 (4) 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. You may obtain the appropriate forms from the Business Office.

Length of Leave: FMLA/CFRA leave may be taken for up to 12 workweeks during the designated 12-month period (with the exception of FMLA 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. FMLA 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.

Eligibility for Payments During Leave: You will be required to use any accrued vacation during unpaid family and medical leave. You will also be required to use any accrued PSL during unpaid family and medical leave that is due to your own serious health condition. If mutually agreed upon between the School and the employee, PSL may be used for the care of a qualifying family member or in connection with the birth (i.e., baby bonding), adoption or foster care of a child. However, 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 vacation and/or PSL.

Benefit accrual, such as vacation, PSL, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During FMLA/CFRA 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.

Return to Work: If you do not return to work on the first workday following the expiration of an approved FMLA/CFRA leave and you have not been approved to extend your leave of absence, you may be deemed to have resigned from your employment unless otherwise prohibited by law. Upon returning from such a leave, you will normally be reinstated to your original or a comparable position and will receive pay and benefits equivalent to those you received prior to the leave, as may be required by law. In certain circumstances under FMLA leave, “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 Human Resources (the Business Office).

C. Pregnancy Disability Leave, Transfers, and Accommodations Under California Law

Eligibility: Pursuant to California’s pregnancy disability leave (“PDL”) laws, eligible employees may request an unpaid **pregnancy disability** leave of absence, transfers, and/or reasonable accommodations when they are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. There is no requirement regarding length of service, hours worked, or size of worksite under this policy. Generally, this leave runs **concurrently** with leave under FMLA, if eligible. PDL does not run concurrently with CFRA leave. Usually PDL and CFRA run consecutively, meaning that the CFRA leave for baby bonding runs after pregnancy disability leave ends under PDL.

Transfers and Accommodations: If an employee’s health care provider determines that a transfer and/or reasonable accommodation is medically advisable for the employee, the School will make a good faith effort to provide such requests and will engage in the interactive process to identify and implement the employee’s requests and the health care provider’s recommendation. Some examples of reasonable accommodations include, but are not limited to, time off to attend medical appointments or adjusted work schedules to account for morning sickness.

If an employee’s health care provider determines that intermittent leave or a reduced work schedule is medically advisable for the employee, the School may require the employee to transfer temporarily to an available alternative position, which will offer an equivalent rate of pay and benefits and better accommodate recurring periods of leave than the employee’s regular job. The employee must meet the qualifications of the transferred position, but the duties can be different.

Documentation: If you are seeking any leave, transfer, or accommodation under this policy, you will be required to submit sufficient medical documentation from your health care provider certifying the nature and basis (including dates) of your request at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. If you are requesting an

extension of your leave, the School requests that you submit your completed certification requesting an extension prior to the expiration of your approved leave. 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, with or without reasonable accommodations. Failure to comply with these documentation requirements may result in a delay of the start of the leave or return to work. Please contact the FCPS Business Office for the appropriate certification(s).

Notification: Ordinarily, if the need for leave is foreseeable, you must request 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. Failure to comply with these notification requirements may result in a delay of the start of the leave. You should submit your request to the Director or Administrative Designee.

Length of Leave: Eligible employees are normally granted unpaid leave for the period of disability as certified by your health care provider, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. This time off can be taken on a full-time or intermittent basis.

Eligibility for Payments During Leave: You will also be required to use any accrued PSL during any **unpaid** portion of your leave (intermittent or full-time). You may choose to use any accrued vacation during any **unpaid** portion of your leave (intermittent or full-time). However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as Unum, California's State Disability Insurance, and/or California's Paid Family Leave), the employee and the School may mutually agree to supplement such benefit payments with available vacation and/or PSL.

Benefit accrual, such as vacation, PSL, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During 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. Failure to do so may result in cancellation of your insurance.

Return to Work: If you do not return to work on the first workday following the expiration of an approved leave under this policy and you have not been approved to extend your leave of absence, you may be deemed to have voluntarily resigned from your employment (i.e., job abandonment) unless otherwise prohibited by law. Upon returning from such leave, 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.

If you have any questions regarding pregnancy disability leave, please contact the Director or Administrative Designee.

D. Unpaid Leave of Absence and/or Reasonable Accommodations (Medical) Under Federal and/or California Law

The School is committed to equal employment opportunity and, as such, prohibits discrimination in the workplace in violation of the federal Title VII of the Civil Rights Act of 1964 (“Title VII”) and the California Fair Employment and Housing Act (“FEHA”) as well as any other applicable federal, state, or local employment laws.

In an effort to comply with its duty to accommodate employees with qualifying disabilities, the School will make a good faith effort to provide reasonable accommodations to qualified individuals with known mental or physical disabilities, if certified in writing by a health care provider. An “accommodation” can be an **unpaid leave of absence or work restriction(s)** to allow the individual to keep performing their essential job duties.

Unpaid Leave of Absence: If your health care provider certifies that you are temporarily unable to work as a result of a mental or physical disability, the School will provide you with an unpaid leave of absence (intermittent or full-time), unless such leave would cause an undue hardship to the School. Generally, you will request leave under this policy because you do not qualify for time off under any other School policies for medical-related leaves of absence (e.g., you have not worked for the School for 12 months and, therefore, are not eligible for time off under the Family and Medical Leave Under Federal and/or California Law).

Ordinarily, if the need for leave is **foreseeable**, you must request the 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. You should submit your request to the Director or Administrative Designee. You will be required to submit sufficient medical documentation from your health care provider certifying your eligibility for such leave.

Prior to your return to work, you may be required to submit sufficient medical documentation from your health care provider certifying your ability to return to work, with or without reasonable accommodations. If you are requesting an extension of your leave, the School requests that you submit your completed certification requesting an extension **prior** to the expiration of your approved leave. Failure to comply with this notification and/or documentation requirements may result in a delay of the start of the leave, delay in the approval for further leave, delay in your return to work and/or denial of leave as appropriate. Please contact the FCPS Business Office for the appropriate certification.

Employees will be required to use any accrued vacation and PSL during any **unpaid** portion of this leave (intermittent or full-time). However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as Unum and/or California’s State Disability Insurance), the employee and the School may mutually agree to supplement such benefit payments with available vacation and/or PSL.

Benefit accrual, such as vacation, PSL, and holiday pay, will be suspended during an unpaid medical leave period and will resume upon return to active employment. Unless otherwise

required by law, the School does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

If you do not return to work on the first workday following the expiration of an approved leave under this policy and you are not approved to extend your leave of absence, you may be deemed to have voluntarily resigned from your employment (i.e., job abandonment).

Approved absences of less than two weeks are generally not treated as medical leaves of absences under this policy but rather as excused absences without pay.

E. Workers' Compensation

The School provides time off for work-related injuries in accordance with applicable law. All time off that qualifies as other state and federal leave entitlements will be provided concurrently to the fullest extent permitted by law.

F. Frequently Asked Questions Regarding Medical Leaves of Absence

If I'm having a baby, how much time off am I eligible for?

An eligible employee who is pregnant and is having a baby is eligible for up to 17 1/3 weeks of leave pursuant to the Pregnancy Disability Leave Policy (17 1/3 weeks per pregnancy). Your time off for pregnancy related disability would run concurrent with your entitlement to 12 workweeks of unpaid leave under the Family and Medical Leave Policy (12 weeks per 12-month period).

However, the employee is only eligible for Pregnancy Disability Leave during a period of disability related to pregnancy, childbirth, or related medical conditions pregnancy (e.g., bed rest, morning sickness, recovery from birth, etc.) as certified by her health care provider. Other than having a certified disability related to a pregnancy, there are no other eligibility requirements, such as length of service, hours worked, or size of worksite. An employee is eligible for up to 17 1/3 weeks of this leave per pregnancy, which can be taken on a full-time or intermittent basis.

Additionally, after the expiration of your PDL, you may be entitled to an additional 12 workweeks of unpaid leave under CFRA for baby bonding. If you have any remaining leave available under FMLA, your leave under CFRA and FMLA would run concurrently. To be eligible for FMLA/CFRA leave, the employee must have been employed for at least 12 months (not necessarily consecutive), had worked at least 1250 hours during the 12 months immediately prior to the leave, and, only for purposes of FMLA, is employed at a worksite where there are 50 or more employees of the School within 75 miles. An employee is eligible for up to 12 weeks of this leave per 12-month period.

An employee who requires time off to bond with a child³ of their own is eligible for up to 12 workweeks of leave per 12-month period under CFRA.

Pay: To what extent, if any, will I be paid during any leave of absence?

Initial Use of PSL and/or Vacation

During a medical leave of absence under FMLA/CFRA for serious health condition of employee, Pregnancy Disability Leave, reasonable accommodation leave, workers' compensation leave, employees are required to use any accrued PSL during any ***unpaid*** portion of the leave⁴ (intermittent or full-time).

During any of these same medical leaves of absence (except for Pregnancy Disability Leave), employees are required to use any accrued vacation during any ***unpaid*** portion of the leave (intermittent or full-time).

For Pregnancy Disability Leaves, employees may choose to use any accrued vacation during any ***unpaid*** portion of the leave (intermittent or full-time).

Unum & EDD Benefits (State Disability Insurance and Paid Family Leave)

All leaves of absence are unpaid (intermittent or full-time), unless otherwise required by law and/or noted in this Handbook. However, employees are eligible to apply for benefits with Unum and the California Employment Development Department, which provides State Disability Insurance (“**SDI**”) and Paid Family Leave (“**PFL**”) to eligible employees. This policy summarizes these benefits in general terms. ***In all cases, Unum and the EDD (not the School) make any and all determinations regarding employee eligibility for Unum, SDI, and PFL, including the amount of such benefits, in accordance with the terms of the Unum policy or EDD rules and regulations, whichever is applicable.***

Unum is a short-term and long-term disability policy available only to regular and probationary full-time employees who cannot work for qualifying reasons, such as a medical condition. The School covers 100% of the Unum premiums on behalf of its eligible employees. In general, eligible employees may receive up to six weeks of partial wage replacement benefits through Unum. Prior to receiving Unum benefits, employees are submitted to a 14-day non-payable waiting period, during which they are required to use any accrued vacation and PSL, to the fullest extent permitted by applicable law. Please contact Unum for more information.

SDI is available to employees who are not eligible for Unum benefits and who cannot work because of illness or injury not caused by employment with the School or who are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. ***Generally,***

³ This includes situations where the employee and his/her spouse/registered domestic partner are fostering or adopting a new child, as set forth in the FMLA/CFRA Policy, Qualifying Reason #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”).

⁴ The School’s leave of absence policies periodically refer to “unpaid” portions of an employee’s leave. This means the employee is not receiving any paid benefits of any kind, including Unum or State Disability Insurance/Paid Family Leave from the California Employment Development Department.

employees cannot apply for both Unum and SDI benefits. There is a limit on the amount of SDI an employee can receive based on EDD rules and regulations. Prior to receiving SDI, employees may be submitted to a 7-day non-payable waiting period, during which they are required to use any accrued vacation and PSL, to the fullest extent permitted by applicable law. Please contact the EDD for further information.

PFL is available to all employees who are eligible for time off to care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner) or to bond with a new child entering the family through birth, adoption, or foster care placement (within 12 months of the child entering the family), or to participate in a qualifying event because of a family member's (i.e. a spouse, registered domestic partner, parent or child) military deployment to a foreign country. Employees are eligible for up to eight weeks of partial wage replacement benefits through PFL, although there is a limit on the amount of wage replacement benefits based on regular earnings as a result of EDD rules and regulations (typically, about 60% to 70% of wages earned in the previous 5 to 18 months, with further limitations on the amount depending on income level). There is no waiting period before receiving PFL. Prior to receiving PFL, employees may be required to use up to two weeks of accrued vacation, to the fullest extent permitted by applicable law. Please contact the EDD for further information.

Unum, SDI, and PFL are wage supplements and do not create a right to time off or qualify as a leave of absence. The employee must separately qualify for time off under applicable law or School policy. PFL does not provide job protection or reinstatement rights. Further, the School and the employee **may** mutually agree to allow the employee to use accrued PSL or vacation while simultaneously receiving Unum, SDI, or PFL benefits in accordance with applicable law. Employees may obtain forms to apply for Unum, SDI, and PFL benefits from the FCPS Business Office (for Unum) or online on the EDD's website.

Benefits: To what extent, if any, will the School continue my insurance benefits?

The School will continue your health care coverage (including for your dependents, if applicable) as if you were continuously employed for any leave of absence pursuant to the Pregnancy Disability Leave Policy (17 1/3 weeks per pregnancy) and the FMLA/CFRA Policy (12 weeks per 12-month period). This benefit applies to all School employees who qualify and are eligible for these leaves of absence, regardless of classification. However, you must continue to pay your share of applicable premiums (for any dependents, if applicable) during the leave. Failure to do so may result in cancellation of your insurance. Depending on the type of leave, if you do not return to work following your leave for a reason other than circumstances beyond your control, you may be required to reimburse the School for its share of health insurance premiums paid on your behalf during your leave.

After the expiration of your leave of absence pursuant to the Pregnancy Disability Leave Policy and/or the FMLA/CFRA Policy, you may be offered continuation of coverage for yourself and your dependents through COBRA. If you elect continuation of any coverage under COBRA, you will be responsible for the expense of the insurance premiums.

The School will not continue your health care coverage for any other leave of absence, unless required by applicable law. In general, any other type of leave of absence constitutes a COBRA-triggering event.

How Does All of this Work?—An Example of the Interplay Between Leaves of Absence

Mary (a teacher employee) is expecting a child in February and meets the eligibility requirements for Pregnancy Disability Leave (“PDL”) and FMLA/CFRA.⁵ She has not taken a leave of absence in the prior 12 months. She is planning to take 6 weeks to bond with her new baby after her PDL ends. Mary’s due date is in mid-February.

On January 16, her health care provider certifies that she is disabled due to her pregnancy. Her PDL begins, effective January 16. After giving birth the second week of February, Mary’s health care provider advises that Mary should remain off work for an additional 6 weeks because she experienced some complications from childbirth. Her health care provider extends her PDL until March 31. Overall, she has taken a total of 11 weeks of PDL, certified through documentation from her health care provider submitted to the School. Under the law, she is eligible for up to a maximum of 17 1/3 weeks of PDL, but only for a period of actual disability. Here, she is disabled for about **11 weeks**, the total length of her PDL. Mary’s PDL leave runs concurrent with her leave entitlement under FMLA.

Thereafter, Mary chooses to take **6 weeks** of baby-bonding leave to bond with her newborn child, even though she is entitled to take up to 12 weeks.⁶ Her leave under PDL expires on March 31 and her baby-bonding leave under CFRA begins April 1 and ends May 13, after which she returns to work. During the 6 weeks of baby bonding under CFRA, only 1 week of that time would run concurrent with FMLA since Mary is only entitled to 12 weeks of FMLA leave.

Her total leave of absence is approximately 17 weeks. Because Mary is a teacher, she is not eligible to accrue vacation, but she is eligible to apply for Unum benefits (not SDI) and PFL benefits with the EDD. When Mary is on PDL, she applies for Unum benefits, uses her PSL during the required 14-day waiting period (exhausting her PSL), and then receives her Unum benefits for the period of time her health care provider has certified that she cannot return to work. (Any remaining time not certified by her health care provider is unpaid.) While she is on baby-bonding leave, she applies for PFL benefits with the EDD and receives her PFL benefits for six weeks, which is the entirety of her baby-bonding leave.

During this entire 17-week time period, her insurance coverage (including for her dependents, if applicable) continues as if continuously employed. Because Mary chooses to continue her insurance coverage during her leave, she is required to continue her normal contributions to her insurance premiums, if applicable, in a timely fashion. While Mary is receiving pay (i.e., PSL), the School deducts any applicable insurance premiums from her paychecks. However, once Mary moves into unpaid leave (after exhausting her PSL), she is responsible for submitting her applicable insurance premiums directly to the School. Specifically, Mary is required to prepay her insurance premiums for the following month by the first of the preceding

⁵ Generally, if an employee is eligible for FMLA, FMLA will run concurrently with the employee’s PDL.

⁶ Mary can choose to take the remaining 6 weeks at a later date, as long as she completes the remaining 6 weeks of baby-bonding leave within 12 months of giving birth, i.e., the following February.

month. For example, her premiums for March are due no later than February 1. Failure to make such payments (timely and in full) may result in the cancellation of her insurance, in which case Mary would have received a notice to continue coverage under COBRA at her choosing.

G. Discretionary Non-Medical Leaves of Absence

The School may grant a discretionary unpaid leave of absence to employees under certain unusual circumstances. Eligible employees may request an unpaid personal leave in writing from the Director of the School. The leave may be granted for up to two years. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor and Human Resources during your leave, and to give prompt notice if there is any change in your return date. The Director will forward the request to the FCPS Business Office for further documentation prior to the commencement of the leave.

Unless otherwise required by law, there is no guarantee of a position upon the employee's return from this form of unpaid personal leave. If your leave expires and you have not contacted your supervisor or the School, the School will assume that you do not plan to return and that you have voluntarily terminated your employment. Employees will be required to use any accrued vacation and PSL (if applicable) during any unpaid portion of this leave. Benefit accrual, such as vacation, PSL, and holiday pay, will be suspended during the leave period and will resume upon return to active employment. Unless otherwise required by law, the School does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

H. Military Leave of Absence

Unless otherwise required by law, military leaves of absence will be granted without pay. However, in order to be eligible, employees must submit verifications from the appropriate military authority. Eligible employees may be entitled to reinstatement upon completion of military service, provided: (1) they have a certificate of satisfactory completion of service; (2) they submit an application for employment within ninety (90) days of discharge or as the law may otherwise provide; (3) they are qualified to fill their former position; and (4) all other legal requirements are met to qualify the employee for reinstatement rights.

The employee may use accrued vacation time during unpaid military leave. Time spent on military leave counts for purposes of determining "length of service." However, the employee will not accrue vacation or sick leave or receive holiday pay during military leave.

I. Military Spouse Leave

Qualified employees are eligible for up to 10 days of unpaid leave when their spouse or registered domestic partner is on leave from military deployment. A qualified employee is one who regularly works more than 20 hours per week and whose spouse or registered domestic partner is a member of the Armed Forces, National Guard, or Reserves and is on leave from deployment during a period of military conflict.

If you are eligible for such leave, please submit a written request for leave to the Business Office within two business days of receiving official notice that your spouse or registered domestic partner will be on leave from deployment. You will also be required to provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment.

Non-exempt employees must use accrued vacation time in order to receive compensation for this time off. If no vacation time is available, the employee may take this time off without pay. An exempt employee is required to charge any absence of four or more hours under this policy to their vacation bank, if any. Exempt employees will receive their regular pay only if required by applicable law. Employees who need time off to participate in a qualifying event resulting from a family member's deployment to a foreign country may be eligible for Paid Family Leave benefits.

J. Jury and Witness Duty

All employees are eligible for jury and witness duty.

Regular and probationary full-time non-exempt employees will be paid for the first three workdays of approved jury duty, but any time off beyond three workdays shall be unpaid. Exempt employees shall receive their full weekly salary for any week in which they perform any work. Employees may elect to use any accrued vacation during any unpaid portion of jury/witness duty leave. Teachers are strongly encouraged to postpone their jury duty to non-instructional days, such as summer break.

Employees should notify their supervisors immediately when they receive notice to report for jury or witness duty. Employees must show proof of jury or witness service. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an excuse from jury duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

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

K. Bereavement Leave

All employees who have worked with the School for at least 30 days prior the commencement of the leave may be eligible for up to five days of paid leave upon the death of a family member. Bereavement leave must be approved by the employee's direct supervisor in advance and must be completed within three months of the date of the death of the family member, but need not be consecutive. If an employee requires additional time off, they must submit their request to their supervisor. Eligible employees may use any accrued leave, such as paid time off, vacation, or sick leave during any unpaid portion of the leave.

Upon request, employees must provide documentation of the death of the family member within 30 days of the first day of the leave. "Documentation" may include, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

For the purposes of this policy, “family member” includes a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. “Parent” means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. “Sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological parent. “Grandchild” means a child of the employee's child. “Grandparent” means a parent of the employee's parent.

L. School Activities and Daycare Leave

Employees may take unpaid leave to participate in their children’s school activities or to find, enroll or reenroll their child(ren) in a school or with a licensed childcare provider and/or to address a child care provider or school emergency. Parents, guardians, or grandparents with custody of a child may take up to eight hours each calendar month (up to a maximum of 40 hours each school year), regardless of the number of children they have, provided they give reasonable notice to their supervisor. This includes activities at kindergarten through twelfth grade and licensed day care center activities. School verification of the employee’s participation is required. Employees may use accrued vacation while attending a child’s school activities. If both parents of a child are employed by the School at the same worksite, only the parent who first gives notice to the School is entitled to the planned absence at any one time. The second parent may only take time off with the School’s approval.

M. Suspended Pupil Leave

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

N. Time Off to Vote

The School encourages its employees to fulfill their civic responsibilities by participating in elections. Because polls are open from 7:00 A.M. until 8:00 P.M., employees are generally able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours and have not requested an absentee ballot, then the School may grant up to two hours of paid time off to vote.

Employees must request time off to vote from their supervisor at least two working days prior to Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift; whichever provides the least disruption to the normal work schedule.

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 their mail (absentee) ballot to work, including mailing such absentee ballot from work.

O. Emergency Duty/Training Leave

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/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 vacation if you wish to receive compensation for this time off, but you are not required to do so.

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

P. Rights for Victims of Crime or Abuse

1. Right to Time Off

If you are the victim of stalking, domestic violence, sexual assault, or a crime that caused physical injury or that caused mental injury and a threat of physical injury, or if your immediate family member is deceased because of a crime, you are permitted to be absent from work to seek relief related to the crime or abuse. Relief includes, but is not limited to, obtaining a temporary restraining order, a restraining order, or other injunctive relief to help ensure the health, safety, or welfare of you or your child. You are permitted to take leave for this purpose whether or not any person is arrested for, prosecuted for, or convicted of committing the crime. All employees can also 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.

Employees may use available vacation (if applicable) or accrued PSL. Otherwise, the time off is unpaid. In general, employees are not required to provide documentation for time off under this policy. However, employees shall provide reasonable advance notice of their intent to take time off, unless advance notice is not feasible. If employees are unable to provide advance notice for time off under this policy, they can provide certification of their absence (such as a police report, court order, or health care provider certification, or other documentation that reasonably verifies that the crime or abuse occurred and your absence was for an authorized purpose) within a reasonable time period thereafter.

If employees provide reasonable advance notice or provide documentation within a reasonable time period thereafter for an unscheduled absence, they will not be subject to any disciplinary action for time off under this policy.

2. **Right to Reasonable Accommodation for Victims 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 maintain confidentiality regarding any requests for accommodations under this policy.

3. **Prohibition on Retaliation and Discrimination**

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

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

4. **Right to File a Complaint**

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 their supervisor and/or the Labor Commissioner's Office.

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

Q. Leave for Crime Victims and Their Family Members

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

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

R. Adult Literacy Education Leave

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

S. Drug and Alcohol Rehabilitation Leave

The School will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in a drug or alcohol rehabilitation program provided that the accommodation does not impose an undue hardship on the School. The School will make reasonable efforts to keep the fact that the employee enrolled in an alcohol or drug rehabilitation program as confidential as possible.

The School does not provide paid time off for participation in an alcohol or drug rehabilitation program. However, you may utilize accrued sick leave if you want compensation for this time off.

This policy in no way restricts the School's right to discipline an employee, up to and including termination, for violation of the School's policy regarding drug and alcohol use.

T. Civil Air Patrol Leave

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

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

U. Leave for Bone Marrow and Organ Donors

Pursuant to California law, 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.

The School requires that bone marrow donors use up to five days of available accrued PSL or vacation time during the course of the leave. Organ donors must use up to ten days of available accrued sick or vacation time during the course of the leave.

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide the School with written verification of their status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, the School will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give the School as much notice as possible of the intended dates upon which the leave would begin and end.

VII. TERMINATION OF EMPLOYMENT

A. Resignations

Should it become necessary for an employee to terminate their employment with the School, the employee should notify their supervisor regarding the intent to terminate employment as far in advance as possible. At least two weeks' notice is expected whenever possible.

Otherwise, each year, prior to the reorganization of classes, all School employees will complete a "Letter of Intent," indicating their intent to continue or not continue employment at the School for the following school year.

B. Termination of Employment

The School may elect to terminate an employee's employment pursuant to its policies and the terms of its agreement, if any, with the employee, and consistent with applicable law.

C. Salary and Benefits in the Event of Termination

1. Salary

In the event of termination of employment, the employee shall be entitled to all wages due and owing on the last date of actual service.

2. Accrued/Unused Vacation

Any accrued but unused vacation days will be paid out at the employee's final rate of pay and in accordance with applicable law.

3. Accrued/Unused Sick Leave

Unused sick leave will not be paid out upon termination. However, unused sick leave will be transferred to any subsequent California public schools when requested in writing by the employing district/school to the extent permitted by applicable law.

4. **Insurance**

D. If a departing employee is participating in the School's health benefit plans, the employee will be sent information regarding their rights under COBRA. Retirement

1. **General**

Retirement at age sixty-five is not compulsory.

Classified employees may work part-time to equal what Social Security will allow. Depending on the applicable PERS rules at the time, it may be possible for the employee to draw PERS and Social Security at the same time. All other taxes including Social Security will be deducted from salary according to federal and state tax laws.

Continuing employment after retirement is at the sole discretion and recommendation of the Director or Administrative Designee of the School with final approval by the Board of Directors.

2. **Retirement Systems**

a. STRS

All full-time certificated employees of the School will continue to be with the State Teachers' Retirement System ("STRS"). Employees will contribute the required percentage and the School will contribute the employer's portion. All withholdings from employees and the School will be forwarded to the STRS fund as required.

Employees will accumulate service credit years in the same manner as all other members of STRS. STRS members do not contribute to Social Security.

b. PERS

All full-time classified employees will be members of the Public Employees' Retirement System ("PERS") in accordance with the eligibility requirements and applicable law. Participating employees and the School will contribute the required rate as designated by PERS. Employees will accumulate service credit years in the same manner as all other members of PERS. Service credit will be determined in accordance with applicable law.

Social Security payments will be contributed for all qualifying PERS members.

c. PARS

The School will continue to participate in the Public Agency Retirement System ("PARS") for non-PERS/STRS eligible part-time employees.

3. Health and Medical Benefits for Retirees (includes Medical, Dental, and Vision Coverage)

Full-time benefited School employees who retire from the School and begin collecting their STRS/PERS retirement allowance will be eligible for continuous health and medical benefits based on the following criteria and formulas:

Tier 1:

Employees who meet one of the following criteria will receive full lifetime benefits after retirement (benefits comparable to those received by the full-time benefited staff at the time of and during the employee's retirement):

- The employee was hired as a full-time benefited employee of the Los Angeles Unified School District on or before May 31, 1992, resigned from the Los Angeles Unified School District to work at the School by June 30, 2007, and has continuous service at the School from the time of resignation from the LAUSD until the time of retirement.
- The employee was hired as a full-time benefited employee of the Los Angeles Unified School District on or after June 1, 1992, resigned from the Los Angeles Unified School District to work at the School by June 30, 2007, has years of qualifying service and age totaling eighty (80) by the time of retirement, and has continuous service at the School from the time of resignation from the LAUSD, until the time of retirement.

Benefits will cover the employee and the spouse for the life of the employee. (The surviving spouse may purchase benefits through COBRA for 36 months from the School.) However, the spouse must be married to the employee prior to the employee's retirement from the School in order to qualify for this benefit. Retired employees may not purchase the School's health benefits for a new spouse or other dependents.

If the employee elects non-participation in the retiree health benefits plan as of the employee's date of retirement or at any time thereafter, the employee and the qualified spouse forfeit all coverage beginning on the date of the elected non-participation. This action cannot be reversed.

If the employee elects to participate in the retiree health benefits plan, but the qualified spouse elects non-participation, the spouse forfeits all coverage from the date of such election. This action cannot be reversed.

If an employee co-payment for health and medical insurance premiums is in place at the time of the employee's retirement, the retired employee will be responsible to continue to make the same co-payments, paid monthly, until reaching age 65 and enrolling in Medicare, as a condition of continuing to receive the health and medical insurance benefits.

If an employee retires prior to the age of 65, the retiree will continue in the medical benefits plan in which he/she was enrolled prior to retirement, but be enrolled in the group coverage for

“early retirees” (those under the age of 65 and therefore not eligible for enrollment in Medicare). If the cost for the “early retirees” group should increase by more than 20% compared to the “actives” group (those who continue to be employed), the retiree will pay the difference in premium between “early retirees” and “active employees”. (*This provision became effective on July 1, 2019.*)

In order to maintain this coverage, the retiree must continue to receive a STRS/PERS allowance and must enroll in Medicare Parts A and B upon reaching age 65 and maintain enrollment in Medicare Parts A and B continuously. The spouse must also enroll in Medicare Parts A and B upon reaching age 65.

If the spouse is younger than the employee, and therefore cannot enroll in Medicare when the retiree enrolls in Medicare, the spouse will identify a medical insurance plan of his/her choice, and Fenton will pay up to the same amount being paid for the retiree. The remaining amount for the spouse’s medical insurance will be the responsibility of the retiree. Upon reaching age 65, the spouse will enroll in Medicare and enroll in the same plan as the retiree. (*This provision became effective on July 1, 2019.*)

Upon the death of the employee, the surviving spouse may purchase the same percentage of benefits through COBRA for 36 months.

Tier 2: *for all other full-time benefited employees who do not qualify for Tier 1 and were hired by June 30, 2007*

Years of service will determine the percentage of the School’s contribution toward retirement health benefits with a cap of \$10,000 per year. The Board of Directors will review this cap as needed.

- An employee must have at least twenty (20) years of full-time benefited service in a California Public School, including the School, in order to qualify for retiree health benefits.
- After 20 years of full-time benefited service in a California Public School, including the School, an employee will qualify for a 20% contribution by the School for health benefits, with a cap of \$10,000. If the 20% contribution from the School totals more than \$10,000, the employee will pay the difference.
- This pattern of combined years of service and equivalent percentage with a set cap will continue through year twenty-five (25).
- After twenty-five (25) years of full-time benefited service in a California Public School, including the School, an employee will qualify for a percentage of contribution from the School according to the following formula:

Years of combined service multiplied by two, plus the years of service at the School, with a cap of \$10,000.

Example: 25 years of combined service multiplied by two = 50

10 years of the 20 years was at the School: $50 + 10 = 60$

The School will contribute up to 60% of the cost of the employee's health benefits with a cap of \$10,000.

- If the percentage reaches 100% or more, the School will contribute 100% toward retirement health benefits with a cap of \$10,000.

Benefits will cover the employee and the spouse for the life of the employee. (The surviving spouse may purchase benefits through COBRA for 36 months from the School.) However, the spouse must be married to the employee prior to the employee's retirement from the School in order to qualify for this benefit. Retired employees may not purchase the School's health benefits for a new spouse or other dependents.

If the employee elects non-participation in the retiree health benefits plan as of the employee's date of retirement or at any time thereafter, the employee and the qualified spouse forfeit all coverage beginning on the date of the elected non-participation. This action cannot be reversed.

If the employee elects to participate in the retiree health benefits plan, but the qualified spouse elects non-participation, the spouse forfeits all coverage from the date of such election. This action cannot be reversed.

If an employee co-payment for health and medical insurance premiums is in place at the time of the employee's retirement, the retired employee will be responsible to continue to make the same co-payments, paid monthly, until reaching age 65 and enrolling in Medicare, as a condition of continuing to receive the health and medical insurance benefits. The co-payment will be subtracted from the calculation of the annual cost of the retiree's health benefits for purposes of determining the School's contribution.

If an employee retires prior to the age of 65, the retiree will continue in the medical benefits plan in which he/she was enrolled prior to retirement, but be enrolled in the group coverage for "early retirees" (those under the age of 65 and therefore not eligible for enrollment in Medicare). If the cost for the "early retirees" group should increase by more than 20% compared to the "actives" group (those who continue to be employed), the retiree will pay the difference in premium between "early retirees" and "active employees". (*This provision became effective on July 1, 2019.*)

In order to maintain this coverage, the retiree must continue to receive a STRS/PERS allowance and must enroll in Medicare Parts A and B upon reaching age 65 and maintain enrollment in Medicare Parts A and B continuously. The spouse must also enroll in Medicare Parts A and B upon reaching age 65.

If the spouse is younger than the employee, and therefore cannot enroll in Medicare when the retiree enrolls in Medicare, the spouse will identify a medical insurance plan of his/her choice, and Fenton will pay up to the same amount being paid for the retiree. The remaining amount for the spouse's medical insurance will be the responsibility of the retiree. Upon reaching age 65, the

spouse will enroll in Medicare and enroll in the same plan as the retiree. (*This provision became effective on July 1, 2019.*)

Upon the death of the employee, the surviving spouse may purchase the same percentage of benefits through COBRA for 36 months.

Tier 3: *for all other full-time benefited employees hired on or after July 1, 2007 and prior to July 1, 2021*

Years of service will determine the percentage of the School's contribution toward retirement health benefits with a cap of \$10,000 per year until the retiree reaches age 65 at which point the employee will no longer receive School benefits. In order to maintain this coverage, the retiree must continue to receive a STRS/PERS allowance.

- An employee must have at least twenty (20) years of full-time benefited service in a California Public School, including the School, in order to qualify for retiree health benefits.
- After 20 years of full-time benefited service in a California Public School, including the School, an employee will qualify for a 20% contribution by the School for health benefits, with a cap of \$10,000. If the 20% contribution from the School totals more than \$10,000, the employee will pay the difference.
- This pattern of combined years of service and equivalent percentage with a set cap will continue through year thirty (30).
- After thirty (30) years of full-time benefited service in a California Public School, including the School, an employee will qualify for a percentage of contribution from the School according to the following formula:

Years of combined service multiplied by two, plus the years of service at the School, with a cap of \$10,000 with benefits ceasing at age 65.

Example: 30 years of combined service multiplied by two = 60

10 years of the 30 years was at the School: 60 + 10 = 70

The School will contribute up to 70% of the cost of the employee's health benefits with a cap of \$10,000 up to age 65.

- If the percentage reaches 100% or more, the School will contribute 100% toward retirement health benefits with a cap of \$10,000.

Benefits will cover the employee and the spouse, for those hired prior to July 1, 2012, or the employee only, for those hired on or after July 1, 2012, until the employee reaches age 65 at which time the employee and spouse, if applicable, may purchase the same percentage of benefits through COBRA for 36 months. However, the spouse, if applicable, must be married to the employee prior to the employee's retirement from the School in order to qualify for this benefit.

Retired employees may not purchase the School's health benefits for a new spouse or other dependents.

If the employee elects non-participation in the retiree health benefits plan as of the employee's date of retirement or at any time thereafter, the employee and the qualified spouse forfeit all coverage beginning on the date of the elected non-participation. This action cannot be reversed.

If the employee elects to participate in the retiree health benefits plan, but the qualified spouse elects non-participation, the spouse forfeits all coverage from the date of such election. This action cannot be reversed.

If an employee co-payment for health and medical insurance premiums is in place at the time of the employee's retirement, the retired employee will be responsible to continue to make the same co-payments, paid monthly, until reaching age 65 and enrolling in Medicare, as a condition of continuing to receive the health and medical insurance benefits. The co-payment will be subtracted from the calculation of the annual cost of the retiree's health benefits for purposes of determining the School's contribution.

If an employee retires prior to the age of 65, the retiree will continue in the medical benefits plan in which he/she was enrolled prior to retirement, but be enrolled in the group coverage for "early retirees" (those under the age of 65 and therefore not eligible for enrollment in Medicare). If the cost for the "early retirees" group should increase by more than 20% compared to the "actives" group (those who continue to be employed), the retiree will pay the difference in premium between "early retirees" and "active employees". (*This provision became effective on July 1, 2019.*)

Upon the death of the employee, the surviving spouse, if applicable, may purchase the same percentage of benefits through COBRA for 36 months.

Tiers 1, 2, and 3:

Opt-outs will enroll in the School's plans during the open enrollment period the year prior to the year of retirement.

The School has the sole discretion to determine the medical, dental and vision insurance that will be available to retired employees and their spouses, if applicable. Available benefit plans may vary and may change from time to time.

The establishment of an irrevocable trust, the Fenton Charter Public Schools Public School Employee Retirement Healthcare Benefits Trust, was initiated on March 28, 2016. Actuarial studies are conducted annually as required by FASB ASC 715-60.

VIII. REDUCTION IN FORCE (LAYOFF) POLICY

A. Layoff of Employees for Following Academic Year

1. **Layoffs may occur at the end of the year for the ensuing academic year for the following reasons:**
 - a. Fenton Charter Public Schools (“FCPS”) has determined that ensuing academic year state and federal funding levels will necessitate engaging in the reduction in force;
 - b. FCPS has determined that attendance at a Fenton school engaging in the reduction in force will decline in the following year based upon enrollment projections or demographic projections;
 - c. Whenever a particular kind of service is to be reduced or discontinued not later than the beginning of the following school year;
 - d. Whenever the authorizing agency or amendment of state law requires the modification or alteration of curriculum;
 - e. Whenever the charter for the Fenton school engaging in the reduction in force is revoked or terminates;
 - f. When the governing Board of FCPS votes to close a Fenton school engaging in the reduction in force.
2. Employees to be laid off pursuant to Section 1.A shall be given written Reduction in Force (layoff) notice no later than May 30. The notice shall be deemed complete when the employee is personally served or when the notice is deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed to the employee at the employee’s last known address on file with FCPS. Notice may also be served via Fed Ex following the same procedures. If providing via certified mail or Fed Ex overnight delivery, the date the letter was sent shall be used as the date to determine whether written notice was timely provided.

B. Layoff of Employees For Current Academic Year

1. **Layoff of employees may occur in the current academic year for the following reasons:**
 - a. The average daily attendance for the Fenton school engaging in the reduction in force declined more than one class size from one Principal Apportionment Period to the next, school wide or for a particular grade;

- b. Whenever the charter for the Fenton school engaging in the reduction in force is revoked or terminates;
 - c. When the governing Board of the Fenton Charter Public Schools votes to close a Fenton school engaging in the reduction in force.
2. In the event FCPS determines it is necessary to lay off any employees pursuant to this Provision, FCPS will provide written Reduction in Force (layoff) notices to employees no later than thirty (30) days in advance of an impending layoff by either delivering the notice by hand or by sending it via certified mail or Fed Ex overnight delivery. The notice shall be deemed complete when the employee is personally served or when the notice is deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed to the employee at the employee's last known address on file with FCPS. Notice may also be delivered via Fed Ex following the same procedures. If providing via certified mail or Fed Ex overnight delivery, the date the letter was sent shall be used as the date to determine whether written notice was timely provided.

C. Order of Layoff

1. Prior to issuing a notice of layoff, FCPS will determine the particular kind of service to be reduced (e.g., certificated, classified, etc.). FCPS shall apply the provisions of Section 3.A to all employees qualified to work in the particular kind of service in order to determine which employees(s) shall be laid off.

The following criteria will be applied by management in evaluating which employees will be laid off in affected schools/sites:

- a. Skills and abilities of each employee, as they currently relate to the functional needs of the Fenton schools;
- b. Performance history of each employee;
- c. Non-performance related problems of each employee, including misconduct, absenteeism and tardiness;
- d. Flexibility and versatility of each employee. Ability to perform other functions within his/her school or site as well as the ability to perform functions at other sites;
- e. Commitment to the Fenton schools and towards personal growth and development within the organization. This includes such factors as taking courses and other outside training to obtain advanced skills and degrees;

- f. Seniority is one factor that will be considered in determining the order of staff to be laid off.

APPENDIX 1

MEAL PERIOD WAIVER AGREEMENT

First Meal Period

I understand that:

- I am entitled to an uninterrupted, unpaid thirty-minute meal period whenever I work more than five hours in a workday;
- My first meal period must begin within five hours of starting work (i.e., 5 hours and 0 minutes on the clock);
- I may voluntarily waive my right to a thirty-minute meal period when my workday will be completed in six hours or less;
- 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 Business Office.

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.**

Second Meal Period

I understand that:

- I am entitled to a second, uninterrupted, unpaid thirty-minute meal period whenever I work more than ten hours in a workday;
- My second meal period must begin within ten hours of starting work (i.e., 10 hours and 0 minutes on the clock);
- I may voluntarily waive my right to a second meal period when my workday will be completed in twelve hours or less and I did not waive my first meal period on the same workday;
- I may revoke this agreement to waive my second meal period at any time, in writing, by providing written notice of revocation to the Business Office.

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.**

Employee's Printed Name

Employee's Signature

Date

DAILY TIMEKEEPING, MEAL PERIOD, AND REST PERIOD REPORTING FORM

Employee Full Name			Date/Time Issue Occurred	
Position			Department	

1. **Reported Issue(s):** Missed Meal Period Missed Rest Period Late Meal Period
- Interrupted Meal Period Incorrect Time Entry Short Meal Period

Reason for Late, Short, Missed, or Interrupted Meal Period:		Voluntary		Involuntary		Other (describe)	
							Please provide details of what happened below regarding meal period, rest period, or time entry:

Rest Period Issue(s):		<input type="checkbox"/> Missed Rest Period (1)		<input type="checkbox"/> Missed Rest Period (2)			
		<input type="checkbox"/> Missed Rest Period (3)		<input type="checkbox"/> Missed Rest Period (4)			
Reason for Missed/Incorrect Time Entry:		Forgot to Record Time		Clock Broken		Other (describe)	
**Corrected Entries:							If not enough room, explanation can be written by employee on the reverse side of this form.

Please enter your <i>actual</i> in and out time, if there was an error in your timekeeping.		Actual In		Actual Out/Meal		
			(hh:mm am/pm)		(hh:mm am/pm)	
		Actual In/Meal		Actual Out		
			(hh:mm am/pm)		(hh:mm am/pm)	

I understand that I am entitled to an uninterrupted, thirty-minute meal period whenever I work more than five hours in a workday and that my meal period must begin before the end of the fifth hour of work (unless, for workdays of six hours or less, I voluntarily waived my meal period). I understand that I am entitled to a second, uninterrupted thirty-minute meal period whenever I work more than ten hours in a workday and that my second meal period must begin before the end of the tenth hour of work. I also understand that I am authorized, permitted, and strongly encouraged to take a 10-minute (net) paid rest period for every 4 hours worked or major fraction thereof. If I voluntarily miss a meal or rest period or voluntarily experience a late, short, or interrupted meal period (e.g., it was my own choice to refuse an authorized meal or rest period), I understand that I am not entitled to one hour of premium pay for that meal or rest period. If I involuntarily miss a meal or rest period or involuntarily experience a late, short, or interrupted meal period (e.g., I wasn't allowed to take a proper meal or rest period), I understand that I am entitled to one hour of premium pay for that meal or rest period.

Employee is required to complete, sign, and submit this form to his/her supervisor immediately after the meal period, rest period, or time entry issue(s) occurs. Supervisor is required to approve this form and send the form to the Business Office by the end of the following business day.

Employee Signature		Date:	
Employer's Signature		Date:	