



Employee Handbook



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1. INTRODUCTORY POLICIES

1.1 Introductory Statement

Welcome! As an employee of e³ Civic High (the “School” or “e³”), we hope you will find your employment to be both rewarding and challenging. Your decision to join the e³ community is significant in many ways. You are now part of an educational organization that leads in 21st-century global readiness, technology use, and scholar overall well-being. We have visitors from across the globe throughout the year, and how each one of us represents the School contributes to our global recognition. Whether you are interacting with scholars in the classroom, greeting visitors in our reception area, managing financial issues, or keeping the campus clean and safe, you are important to our organization and are part of the e³ team. Our motto is: Take care of you, Take care of each other, and Take care of e³.

Because the quality of our employees is the key to our success, we carefully select our new employees. In turn, we expect employees to contribute to the success of the School.

This Employee Handbook (“Handbook”) sets forth the terms and conditions of employment for all employees of the School. The School reserves the right to change, suspend, revoke, terminate, or supersede provisions of this Handbook, or the policies and procedures on which they may be based, at any time. However, no modification or change to this Handbook will modify the policy of at-will employment unless specifically set forth in a writing, signed by the Chief Executive Officer (“CEO”) of the School and the affected employee and approved by the Board of Directors. 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 his or her employment agreement.

This Handbook contains the policies in effect at the time of publication. All previously issued handbooks and any inconsistent policies or memoranda are superseded. With the exception of the statement of at-will status, nothing in this Handbook constitutes, nor should be construed as, an implied or express contract of employment.

It is important that all employees read, understand, and follow the provisions of the Handbook. If you need further information, or if you wish to discuss any policy in this Handbook, please feel free to contact the CEO of the School or Human Resources.

Again, welcome to the School.

1.2 Statement of At-Will Employment Status

Employment at the School is at-will. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the School. Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause and with or without notice at any time. Nothing in this Handbook or in any document or statement 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. Statements of specific grounds for termination

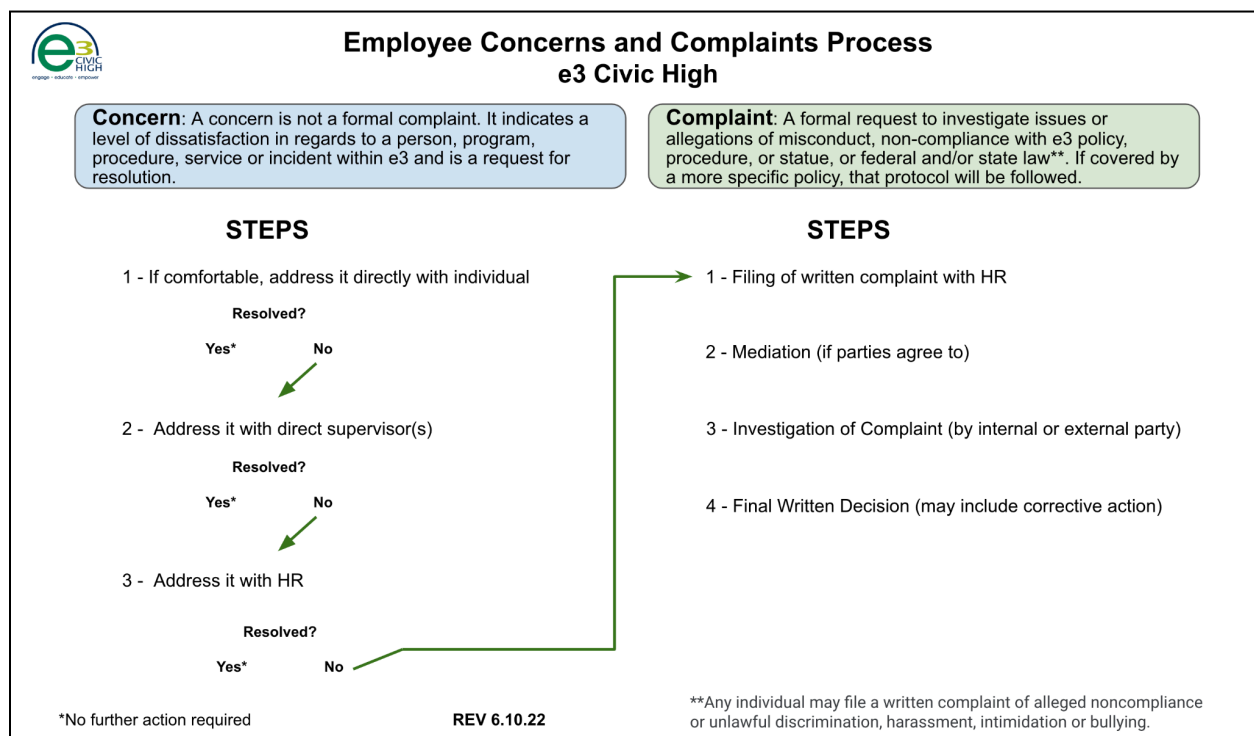
set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School's right to terminate at-will. No manager, supervisor, or employee of the School has authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Any agreement that alters the "at-will" nature of employment must be set forth in writing signed by the CEO and affected employee and approved by the Board of Directors.

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

1.3 Open Door Policy

At some time or another, you may have a suggestion, concern, complaint, or question about the School, your job, your working conditions, or the treatment you are receiving. We welcome your concerns, suggestions, complaints, and questions, and encourage you to bring them to our attention. For issues other than prohibited harassment, discrimination, or retaliation, we ask that you take your concerns first to your supervisor or Human Resources, who will address the matter and provide a solution or explanation. Issues regarding prohibited harassment, discrimination, or retaliation should be addressed separately under the School's complaint procedures provided in their respective policies.

1.3.1 Concern/Complaint Procedures



Concerns: When possible, we encourage employees to informally resolve their concerns directly with the individual(s) of concern. Employees who are unable to resolve their concerns directly with the individual(s) or through their supervisor may address their concern directly with Human Resources. If Human Resources is unable to resolve the matter informally, the employee may submit a formal written complaint to Human Resources or the CEO. Any complaints regarding the CEO should be reported directly to the Board.

Written Complaint: After receiving a formal written complaint, Human Resources or the CEO will work with the employee to determine how to effectively and appropriately address the complaint. If Human Resources or the CEO determines that the matter should be investigated/addressed under a separate School policy, the School will notify the employee and proceed accordingly.

Human Resources or the CEO may request additional information from the complainant to ensure that it has all information necessary to determine how the complaint should be handled, including any applicable investigation procedures. Not all complaints may result in an investigation.

Mediation: If all parties agree, the School may propose to conduct a mediation between the complainant and other parties involved to assist in resolving the complaint. If the parties do not agree to a mediation, the School will proceed with handling the complaint. This may include an investigation conducted internally or by a third party.

Investigation: The investigation process may involve multiple steps, including, but not limited to, instituting interim measures, interviewing witnesses and/or complainant, gathering the facts and evidence, including relevant documents, reviewing, and analyzing the information, determining whether a violation has occurred, and notifying the parties of the outcome. 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.

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.

Corrective Action: If the School determines that violations have occurred, the School will take appropriate corrective action in accordance with the circumstances involved, including appropriate action to deter future conduct. Examples of potential corrective action include, but are not limited to, written or verbal disciplinary action, suspension, reassignment, demotion, or termination, among others. Due to privacy protections, the School may not be able to disclose its decision regarding corrective action.

1.4 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 and legal requirements, the School has a strict policy and workplace violence prevention plan (WVPP) that prohibits any employee from

threatening or committing any act of violence in the workplace, while on duty, while on School-related business, or while operating any vehicle or equipment owned or leased by the School. This policy applies to all employees.

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

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

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

Employees are required to report any incident involving a threat of violence or act of violence immediately to Human Resources or the CEO. If these individuals are not available, report the incident to any other supervisor and report the incident to the CEO 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 CEO.

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

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

1.4.1 Enforcement/Complaint Procedure

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

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

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

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

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

1.5 Workplace Anti-Bullying Policy

Employees must use common courtesy and treat others with dignity. To this end, the School strictly prohibits abusive conduct and/or bullying by its employees. Abusive or bullying conduct includes, but it is not limited to, intentional conduct that a reasonable person would find hostile, offensive, threatening, intimidating, or humiliating, and that is not related to the School's legitimate interests. Examples of such prohibited conduct include, but are not limited to, the following:

- Repeated infliction of verbal abuse, such as yelling or raising one's voice, making demeaning remarks or insults, cursing or other disrespectful language;
- Undermining a person's work performance or sabotage;
- Any and all threats of and/or violent acts;
- Blame without factual justification;
- Excessive "prank" jokes or teasing, or other behavior intended to humiliate the employee;
- Repeated conduct that a reasonable person would find hostile or offensive;
- Repeated inappropriate use of foul language and/or comments that a reasonable person would find offensive (whether intended by the speaker as humor or not).

1.5.1 Enforcement/Complaint Procedure

It is the responsibility of each employee to comply with, and conduct themselves in a manner consistent with, this policy and to assure that abusive conduct and bullying does not occur within the workplace. You are required to report any conduct that you believe violates this policy to your supervisor, a manager with whom you are comfortable speaking, or the HR Manager or the CEO. Reported incidents of abusive conduct and/or bullying will be promptly, thoroughly and objectively investigated as confidentially as possible. However, consistent with the need to conduct an adequate investigation, the School cannot guarantee complete confidentiality. Information obtained from the investigation will be disclosed only on a need to know basis. At the conclusion of the investigation, the School will determine whether abusive conduct and/or bullying occurred in violation of this policy and will communicate its findings to the accused, the complainant, and, when appropriate, other persons who are directly concerned.

If the School determines this policy has been violated, effective remedial action will be taken commensurate with the severity of the offense, including discipline, up to and including termination. Appropriate action also will be taken to prevent any further abusive conduct and/or bullying. It is a violation of this policy to retaliate or otherwise victimize an employee who makes a good faith complaint or participates in an investigation under this policy.

1.6 Hiring Requirements

1.6.1 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 applicable law.

1.6.2 Tuberculosis Testing

No person shall be employed by the School unless he or she provides proof of having submitted to 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. The examination, if required, shall consist of an approved intradermal 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 the test is positive, it shall be followed by an X-ray of the lungs. Each employee shall cause to be on file with the School a certificate from a qualified professional showing the employee was assessed or examined and found free of risk factors or of infectious TB (as applicable).

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to

the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

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 Schools Board upon recommendation by the local health officer.

The risk assessment, and examination, if necessary, 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.

1.6.3 Criminal Background Checks

As required by law, all individuals working at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the CEO.

Human Resources or the CEO shall, on a case-by-case basis, 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.

1.6.4 Immigration Compliance

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

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

subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.

2. REASONABLE ACCOMMODATIONS, DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION AND COMPLAINT PROCEDURES

The School is committed to providing a professional work environment free from discrimination, unlawful harassment, and retaliation. Accordingly, the School has adopted the following policies pursuant to the California Fair Employment and Housing Act, which are designed to prevent unlawful conduct in the workplace, encourage professional and respectful behavior in the workplace, promote the reporting of potential violations, and foster taking corrective action where appropriate.

All employees are expected to assume responsibility for maintaining a professional work environment in accordance with the following policies. As such, all employees who experience potential violations of the following policies are strongly encouraged to promptly report so that the School may have an opportunity to address and resolve any concerns. All other employees (particularly supervisors) are required to immediately report any potential violations of the following policies. The School is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

2.1 Requests for Reasonable Accommodations

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

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

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

2.2 Equal Employment Opportunity (Discrimination)

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 category 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 Categories: The School’s policy prohibits discrimination based on race, (which includes historically associated traits, such as hair texture and hairstyle, including but not limited to braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin or ancestry (including native language spoken and possession of a driver’s license issued to persons unable to prove their presence in the U.S. is authorized by federal law), physical or mental disability (including HIV and AIDS); disability, medical condition (including cancer and genetic characteristics), genetic information, marital/registered domestic partner status, sex (which includes reproductive health decision making, pregnancy, childbirth, breastfeeding, and related medical conditions), sex stereotype (including an assumption about a person’s appearance or behavior, gender roles, gender expression, or gender identity, or about an individual’s ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual’s sex); gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); age (forty (40) and over); sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status (which includes undocumented individuals and victims of human trafficking) or related protected activities, 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.

Scope of Policy: The School is an equal employment opportunity employer and is committed to complying with all applicable laws providing equal employment opportunities. As such, the School makes employment decisions, including, but not limited to, hiring, recruiting, firing, promotion, demotion, training, compensation, qualifications/job requirements, on the

basis of merit and/or business necessity. Employment decisions are based on an individual's qualifications as they relate to the job under consideration pursuant to legitimate business purposes.

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

2.3 Unlawful Harassment

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 Categories: The School's policy prohibits discrimination based on race, (which includes historically associated traits, such as hair texture and hairstyle, including but not limited to braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law), physical or mental disability (including HIV and AIDS); disability, medical condition (including cancer and genetic characteristics), genetic information, marital/registered domestic partner status, sex (which includes reproductive health decision making, pregnancy, childbirth, breastfeeding, and related medical conditions), sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); age (forty (40) and over); sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status (which includes undocumented individuals and victims of human trafficking) or related protected activities, 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.

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

- *Verbal conduct* such as flirting, epithets, derogatory jokes or comments, voicemails, slurs or unwanted sexual advances, sexually suggestive innuendos, conversations regarding sexual activities, invitations, or comments (including, but not limited to, threats of deportation against applicants and employees and family members of

applicants and employees, derogatory comments about immigration status or disability, or mockery of an accent or a language or its speakers) (“hostile work environment” harassment).

- Disrespectful or unprofessional conduct based on any of the protected categories listed above (“hostile work environment” harassment).
- Comments or conduct that consistently target one gender, even if the content is not sexual (“hostile work environment” harassment).
- *Visual conduct* such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, gestures, text messages, social media posts, instant messages, e-mails, letters, pictures, or gifts (“hostile work environment” harassment).
- *Physical conduct* such as assault, unwanted touching, blocking normal movement, or interfering with work because of any protected basis (“hostile work environment” harassment).
- Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors (“quid pro quo” harassment).
- Sexually harassing conduct does need not to be motivated by sexual desire and may include situations that began as reciprocal relationships but later ceased to be reciprocal.

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, 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).

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

2.4 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 (Section 2 of this Handbook); cooperating or participating in investigations or proceedings arising out of a violation of this policy (Section 2 of this Handbook); 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.

2.5 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 Human Resources or the CEO. Employees should not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint. Any complaints regarding the CEO should be reported directly to the Board.

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

Human Resources or the CEO. 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, although complete confidentiality cannot be guaranteed.

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

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

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 to the extent permitted by applicable law.

Corrective Action: The School is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred. If the School determines that violations have occurred, the School will take appropriate corrective action in accordance with the circumstances involved, including appropriate action to deter future conduct. Examples of potential corrective action include, but are not limited to, written or verbal disciplinary action, suspension, reassignment, demotion, or termination, among others. In addition, the offending individual may be legally liable for his or her conduct, depending on the circumstances. Due to privacy protections, the School is not able to fully disclose its entire decision regarding corrective action to the complainant.

No Retaliation: 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 Fair Employment and Housing Council ("FEHC") as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, unlawful harassment, and/or retaliation or make other changes in the School's policies. The address and phone number of the local CRD and EEOC offices can be found online or by dialing 800-FREE-411.

2.6 Training Requirements

The School requires all employees to abide by California's training requirements, which includes 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. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

2.7 Whistleblower Protection

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense.

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.

Employees with concerns about practices that are believed to be illegal or violate the School's policies are encouraged to report them to Human Resources or the CEO. Employees who come forward with credible information on practices believed to be illegal or violations of School policy will be protected from retaliation.

i) 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.

3. EMPLOYMENT POLICIES AND PRACTICES

3.1 Employee Classifications

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

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

3.1.1 Exempt Employees

Pursuant to applicable law, 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.

3.1.2 Nonexempt Employees

Pursuant to applicable law, nonexempt employees are entitled to overtime pay in accordance with applicable law. Nonexempt employees may have to work hours beyond their normal schedules as work demands require. Nonexempt employees are required to take meal and rest periods in the manner described in this Handbook.

3.1.3 Regular Employees

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

3.1.4 Full-Time Employees

An employee who is regularly scheduled to work and regularly works at least 40 hours per week is considered a regular full-time employee. Generally, full-time employees are eligible for School benefits, such as health care plans, PTO, and holidays. However, eligibility for each School benefit is ultimately governed by the applicable policy, plan document, and/or applicable law. Thus, there may be an instance in which a full-time employee is eligible for some but not all of these benefits.

3.1.5 Part-Time Employees

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

3.1.6 Temporary Employees

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

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

3.1.7 Substitute Teacher

A substitute teacher serves in the place of an employee who is unable to perform his or her duties due to an absence or serves to fill a position for which no regular employee is available in accordance with applicable law and policy.

3.2 Job Duties

Your supervisor or Human Resources will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your department or the School. Your cooperation and assistance in performing such additional work is expected. However, nonexempt employees are not permitted to work additional or overtime hours absent advance written approval from the School.

The School reserves the right, at any time, with or without notice, to transfer, demote, suspend, administer discipline, change job responsibilities, and change the terms and conditions of employment at its sole discretion.

3.3 Payment of Wages

Employees are paid semi-monthly, on the 15th and last day of each month. If a payday falls on a weekend or holiday, employees will be paid on the preceding workday. Employees are required to report any overpayment of wages to the Payroll Department or Human Resources. Any discrepancies or shortages in the calculation of wages should be reported as soon as possible after payday.

3.3.1 Policy Regarding Overpayment or Underpayment

All overpayments of compensation must be promptly reported to Human Resources and the Payroll Department and must be repaid to the extent permitted by law. Examples of overpayments include payment of the incorrect salary or pay rate, payment to the wrong employee, or failure to make deductions (such as deductions for health insurance). As a public school, the School is required to attempt to recover any overpayments of wages made with public funds.

Upon becoming aware of an overpayment, the School will typically set up a written repayment schedule with any overpaid employee. Employees will be asked to authorize this deduction in a signed writing before any deductions begin.

The authority to write-off or to forgive any overpayment can only be granted by the CEO with approval of the Board. Supervisors are not authorized to overlook an overpayment or forgive any repayment.

All underpayments of compensation must be promptly reported to Human Resources and the Payroll Department. Human Resources will immediately investigate and then correct any underpayment with the Payroll Department.

3.4 Extra Duty Stipends

Extra duty stipends are available and offered to eligible employees from time to time for specific purposes aimed at meeting the various and/or emergent needs of the School. These extra duty stipends are also ways the School can improve the employee experience and provide additional compensation to employees who are willing and able to go above and beyond their normal or expected job duties to complete specific tasks or roles as agreed to in the stipend offer letter for the defined period of time. All extra duty stipends are subject to applicable payroll withholdings and authorized deductions. For certificated employees, extra duty stipends also are subject to CalSTRS. The Board has approved the following extra duty stipends. Other new extra duty stipend opportunities may arise and be approved by the CEO and/or Board as needed.



e3 Civic High
Stipends for Extra Service Assignments
Effective July 1, 2023

Annual Stipend	Amount
Learning Model Fellowship	\$20,000
ASB Lead	\$10,000
Department Lead	\$5,000
Summer School	\$5,000
Hard-to-Fill Positions	\$3,000
Club Advisor	\$1,000
Learning PD Stipend	\$1,000
Wellness Benefit	\$500
 Other Certificated Salary Hourly Rates	 Amount
Mod/Class Period Coverage	\$50.00
Griffin Learning Hub Tutoring	\$30.00
Saturday School	\$30.00

3.5 Overtime

All nonexempt employees will be paid one and a half times their regular rate of pay for hours worked over eight (8) hours in a workday and/or forty (40) hours in a workweek and for the first eight (8) hours worked on the seventh (7th) consecutive work day in a workweek. Overtime at the rate of two (2) times the employee's regular rate of pay will be paid for all hours worked in excess of twelve (12) in one (1) workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive workday in a work week. Please note that only hours actually worked are counted when determining entitlement to overtime pay. Paid time off or paid holidays, for example, are not hours worked and therefore are not counted in overtime calculations.

All nonexempt employees are required to obtain written approval from their supervisor prior to working overtime. Failure to obtain such approval may subject an employee to

discipline, up to and including termination. Overtime compensation will be paid in accordance with all state and federal laws. Exempt employees are not entitled to overtime.

3.6 Workday and Workweek

For purposes of calculating overtime, the School's standard workweek begins on Monday at 12:01 a.m. and ends on Sunday at 12:00 a.m. (midnight). The School's standard workday is 12:01 a.m. to 12:00 a.m. (midnight) each day.

3.7 Meal and Rest Periods

The School prioritizes compliance with California's meal and rest period laws. All nonexempt (hourly) employees are required to abide by these requirements.

3.7.1 Meal Periods

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

Employees must begin their first unpaid 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 his or her meal period no later than 11:59 a.m. Further, employees must begin their second unpaid 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 his or her second meal period no later than 4:59 p.m.

An employee whose work period is not more than 6 hours may waive, in writing, his or her right to a first meal period. Further, an employee may waive his or her right to a second meal period for a work period as long as the employee does not work more than 12 hours and did not waive his or her first meal period for that work period. 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.

Employees are eligible for the following number of meal periods:

Length of Work Period in Hours	# of Meal Periods	Explanation
0 to \leq 5	0	An employee whose work period is 5 hours or less is not entitled to a meal period.

> 5 to ≤10	1	An employee whose work period is more than 5 hours up to and including 10 hours is eligible to take a 30-minute uninterrupted unpaid meal period, <i>unless the employee's work period is 6 or fewer hours and voluntarily waives his or her first meal period.</i>
> 10	2	An employee whose work period is more than 10 hours is eligible to take a second uninterrupted unpaid 30-minute meal period, unless the employee's work period is 12 or fewer hours, did not waive his or her first meal period, and voluntarily waives his or her second meal period.

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

Which Meal Period	When
First Meal Period	An employee's first unpaid meal period must begin within 5 hours of starting work for that work period (in other words, by the end of the fifth hour of work or 5 hours and 0 minutes on the clock). By way of example, if an employee clocks in at 8:00 a.m. , then the employee must clock out and start his or her meal period no later than 12:59 p.m.
Second Meal Period	An employee's second unpaid meal period must begin within 10 hours of starting work for that work period (in other words, by the end of the tenth hour of work or 10 hours and 0 minutes on the clock). By way of example, if an employee clocks in at 8:00 a.m. , then the employee must clock out and start his or her second meal period no later than 5:59 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.

3.7.2 Rest Periods

All nonexempt 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 work period.

Employees are eligible for the following number of rest periods:

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

Employees whose work period is more than 14 hours may be eligible for additional rest periods. Please contact Human Resources for more information.

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

3.7.3 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 his or her supervisor and Human Resources complete a Daily Meal Period and Rest Period Reporting Form. 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 Human Resources on the same workday that he or she experienced the non-compliant meal or rest period.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an “authorized” meal period at the time provided by the School), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a client call or 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 and submit it to Human Resources.

3.7.4 Responsibilities

Nonexempt 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, you must immediately contact Human Resources.

Supervisors may not encourage, pressure, or coerce employees to take late, short, or interrupted meal and rest periods or to skip their meal and rest periods. If you feel pressured or coerced, report it to Human Resources.

3.7.5 Discipline

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

3.8 Timekeeping

To ensure compliance with all applicable laws, nonexempt employees must accurately record all hours worked using the School's timekeeping system. This means they must clock in and out whenever they begin, cease, or resume working during the course of a workday. While you need not clock out and in during your rest periods, you must clock out and in during your meal periods. Under no circumstances may one employee clock in or out for another employee (except for the Director of Human Resources or the Payroll Manager when correcting time for an employee or if an employee does not have access). Exempt employees may also be expected to record all hours worked using the School's timekeeping system or record their total time worked and report absences from work due to personal needs or illness.

Employees are prohibited from doing the following:

- Recording hours worked inaccurately.
- Recording hours worked on behalf of another employee.
- Working "off the clock."
- Failing to record all hours worked.
- Falsification of any time record.

Employees must approve their timesheets using the School's timekeeping system the day prior to the payroll deadline. Violations of this policy may result in disciplinary action, up to and including termination.

3.9 Personnel Records

To keep our personnel records accurate and to comply with state and federal laws, you must notify Human Resources immediately of any change(s) in the following personnel information:

- Your name (whether by marriage or otherwise).
- Your email address, home address, and telephone number.
- Whom to inform in case of an emergency, including names and home/cell and work telephone numbers and addresses.
- Withholding tax information (your marital status and correct number of dependents).
- Completion of education.
- Status of certifications/licenses/credentials.
- Change of beneficiary on group life insurance.

Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

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

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

3.10 Employee References

All requests for references must be directed to Human Resources. No other manager, supervisor, or employee is authorized to release references for current or former employees. The School's policy as to references for employees who have left the School is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, the School will also provide a prospective employer with the information on the amount of salary or wage you last earned.

3.11 Performance Evaluations

Employees will receive periodic performance evaluations. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations should help you become aware of your progress, areas for improvement, and objectives or goals for future work performance.

Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you and discussed with you by your supervisor and that you are aware of its contents.

The School's provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit the 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 evaluate the employee will not prevent the School from transferring, demoting, disciplining, or terminating an employee. 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 reason and with or without notice.

3.11.1 Employee Evaluation Procedures

Each supervisor is responsible for scheduling evaluation meetings so that they are completed by the given deadline. Human Resources will send a reminder to supervisors two weeks prior to each deadline. The School provides the following evaluation timeline as a guide, and it can be modified or deviated from as the School deems appropriate.

Evaluation Timelines (Completed by date provided)

Summer Professional Development/ Upon Hire

- Evaluation forms reviewed and provided to employees

September 15

- Part 1: Initial evaluation meeting
- Evaluator will review with the employee the evaluation timeline, forms and criteria/rubrics; they will discuss the schoolwide focus, employee smart goals, strategies, and available resources

- Discussion will include a review of areas for growth/recommendations from previous year's summary evaluation (returning employees)
- Evaluator will review with the employee the varied evaluation tools to be used for data collection (informal and formal observations; surveys; collection of artifacts, digital and physical records, student work samples, achievement data, performance reports, etc.)
- Evaluator and employee will discuss the plan for ongoing coaching and feedback
- Evaluator and employee will schedule a date for the interim evaluation meeting to take place by December 15

December 15

- Part 2: Interim evaluation meeting
- Evaluator and employee will discuss the employee's performance-to-date including strengths and prioritized areas for growth (actionable) using the evaluation criteria and evidence such as informal observations and artifacts
- Evaluator and employee will discuss current progress on employee smart goals and evaluator will provide guidance as needed
- Evaluator and employee will discuss the plan for ongoing coaching and feedback
- Evaluator and employee will schedule a date for the formal lesson observation to take place by February 15

February 15 (*Learning Facilitators, Education Specialists, & Other Instructional Staff*)

- Formal lesson observation
- Evaluator will conduct the formal lesson observation (it must be scheduled; employee must prepare and provide the lesson plan and materials to the evaluator at least one (1) day in advance)
- Evaluator and employee will meet to engage in a comprehensive debrief of the formal lesson observed (to take place no later than five (5) school days from the lesson date)
 - Evaluator will review with the employee the lesson chronologically from start to finish, highlighting strengths and areas for growth citing examples from the lesson. Evaluator to provide recommendations based on the lesson.
 - The employee will have the opportunity to reflect, ask questions, and provide comments.

- Evaluator and employee will discuss actionable next steps.
- If the formal lesson observed did not meet the performance expectations as determined by the evaluator, the evaluator and employee will schedule a second formal lesson observation to take place by March 15. After that second formal lesson, the evaluator and employee will hold a comprehensive debrief meeting according to the same guidelines.
- Evaluator and employee will schedule a date for the summary evaluation meeting to take place by April 15

April 15

- Part 3: Summary evaluation meeting
- Evaluator will review together with the employee the summary evaluation, section by section, including the performance marks given, supporting comments, and attachments of evidence in support of ratings.
- The employee will have the opportunity to reflect, ask questions, and provide comments.
- Employees are required to sign the summary evaluation as an acknowledgement that it was presented to them and discussed with them by their supervisor and that they are aware of its contents. Employee signature does not necessarily denote agreement and they can provide a written response to it within 1 week of receiving the summary evaluation, which will be attached to it and placed in their personnel file.
- Based on the summary evaluation of the employee's performance, the evaluator will make a recommendation to the School about whether to invite the employee back for the following school year. Final employment decisions will be made by the CEO of the School.

In order for the School to successfully function as an organization, there are certain principles and expectations by which each of us needs to abide. When those principles are violated or ignored, it can have a negative impact on your ability to be successful, your team's ability to be successful, and the School's ability to accomplish its goals.

The following are examples of principles that are valued and expected at the School:

- Commitment to scholar wellbeing and success
- High quality work and performance of all job responsibilities
- Teamwork
- Dependability and good attendance

- Professional interactions and treating people with respect
- Carrying out responsibilities and interacting with others in an honest and straightforward manner
- Handling work stress appropriately and constructively
- Respecting the property and privacy of others
- Complying with the School's safety regulations
- Complying with the reasonable requests and expectations of school administration
- Abiding by all state and federal laws, including but not limited to those regarding the possession, sale, attempted sale, or consumption of illegal substances
- Resolving conflicts in a professional manner without fighting, threatening, or intimidating others

We believe the above practices are reasonable and in the best interest of its employees. If these practices are not adhered to, the School may take disciplinary action, up to and including termination.

3.12 Conflicts of Interest

While employed by the School, employees owe a duty of loyalty to the School and are required to avoid any situation that presents an actual or potential conflict of interest. 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. For purposes of this policy, "relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. 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.

Notwithstanding this policy, if an employee is a "designated employee" under the Board'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.

3.12.1 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. The receipt of occasional flowers, candy, or gifts worth less than \$250.00 from students or parents fall outside the intent of this policy and acceptance of such items is permissible. However, employees must obtain written approval from Human Resources before accepting any item worth in excess of \$250.00 from students or parents.

3.12.2 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. Under no circumstances may you represent your employment with the School in such a way that it influences others to engage you or otherwise to do business with you, with respect to outside employment, when they might not otherwise have done so. 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 CEO before engaging in such activities.

Nevertheless, employees may engage in outside activities, paid or otherwise, including self-employment, under the following conditions:

- Such activities shall not be conducted during the regular work hours with the School.
- Such activities shall not impair or have a detrimental effect on your performance with the School.
- Such activities shall not be conducted on School premises or entail use of School property or services.
- Such activities must not involve any conflict of interest as described herein.
- Such activities may not violate any of your obligations to the School or interfere with your ability to perform your duties and responsibilities for the School.

Employees also may not use the School's name, logo, supplies, equipment, or other property in connection with any outside activities. When you are absent or on a leave of absence from the School due to an illness or injury, including a work-related injury or illness, you may not engage in outside employment.

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

3.12.3 Personal and Familial Relationships

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. Examples of potential conflicts of interest include, but are not limited to the following:

An employee involved in any such relationship must immediately and fully disclose the circumstances to Human Resources 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.

You are obligated as a condition of continued at-will employment to abide by this policy, to seek advance guidance when in doubt about the permissibility of a given activity and to cooperate with inquiries concerning possible or suspected violations of this policy. If you have any questions regarding this policy, please contact Human Resources or the CEO before engaging in any potential conflicting activity. Failure to comply with the Conflicts of Interest Policy may result in disciplinary action, up to and including termination.

3.12.4 Examples of Potential/Actual Conflicts of Interest

In furtherance of this policy and for illustrative purposes, Employees must refrain from engaging in any of the following activities:

- Owning, operating, or working as an employee or consultant by any business that competes, directly or indirectly, with the School, or if that outside work violates the employee's obligation to the School or impacts on the employee's ability to perform his/her duties and responsibilities for the School.
- Having a direct or indirect financial relationship with a competitor, vendor, contractor, parent, or supplier; however, no conflict will exist in the case of ownership of less than one (1) percent of the publicly traded stock of a corporation.
- Engaging in any other employment or personal activity during work hours or using the School's supplies or equipment in other employment or outside activities.
- Using the School's name, logo, stationery, supplies, equipment, or other property for personal purposes or outside activities, without the express prior written approval of the CEO or the Chairman of the Board. This includes, but is not limited to, the personal use of computers, software, printers, telephones, facsimile machines, copy machines, postage and postage meters and supplies of all kinds.

- Soliciting School employees, vendors, suppliers, parents, students, or others to purchase goods or services of any kind for non-School related purposes, or to make contributions to any organization or in support of any cause, without the express prior approval of one of the CEO or School Principal.
- Soliciting or entering into any business or financial transaction with any directly or indirectly supervised School employee unless the CEO or the Chairman of the Board has granted prior written approval of the transaction.

Accepting or providing benefits that could be seen as creating a conflict of interest by resulting in improper personal gain or in the appearance of improper personal gain. Ceremonial, seasonal, or other de minimis gifts are generally not considered “benefits” within the meaning of this prohibition.

3.13 Discipline

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 that includes, but is not limited to, verbal warnings, written warnings, suspension, or termination. The system is not formal, and the School may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate termination of employment. The School’s use of varying forms of discipline does not alter the at-will employment relationship in any way. 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 reason and with or without notice.

3.14 Voluntary Termination

Although employment with the School is at-will, the School requests that an employee who intends to voluntarily leave his or her employment with the School provide appropriate written notice to Human Resources. This advance notice will provide Human Resources and the Payroll Department adequate time to complete the termination process and ensure a smooth transition for your departure from the School. All School-owned property (laptops, cell phones, student files, student grades and work product, lesson plans, keys, files, identification badges, credit cards, etc.) must be returned immediately upon termination of employment.

Except as otherwise provided by law, an employee who fails to report to work for three or more consecutively scheduled workdays without notice to, or approval by his or her supervisor, will, in most cases, be deemed to have voluntarily terminated his or her employment with the School.

4. STANDARDS OF CONDUCT

4.1 Prohibited Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal

safety, employee welfare, and the School's operations also may be prohibited. Violation of the following standards may result in disciplinary action, up to and including immediate termination:

- Falsification of employment records, employment information, or other School records. This includes making false statements or omitting material information in the application procedure for employment.
- Falsifying any time record.
- Theft, damage, or destruction of any School property or the property of any employee or student.
- Removing or borrowing School property without prior authorization.
- Unauthorized use of School equipment, time, materials, or facilities.
- Provoking a fight or fighting during working hours or on School property.
- Participating in horseplay on School time or on School premises.
- Using or possessing firearms or any other dangerous weapons on School premises at any time.
- Causing, creating, or participating in a disruption of any kind during working hours on School property.
- Insubordination, including, but not limited to, failure or refusal to obey the legitimate orders or instructions of a supervisor or administrator, or the use of abusive or threatening language toward a supervisor or administrator.
- Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, parents, or other employees at any time on School premises.
- Failure to observe working schedules, including meal and rest periods.
- Sleeping or malingering on the job.
- Working overtime without authorization or refusing to work assigned overtime.
- Working "off the clock" or failing to record or report all hours worked.
- Release of confidential information without authorization.
- Violation of any safety, health, security, or other School policies, rules, or procedures.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Engaging in unlawful harassment, discrimination, or retaliation.

- Making false or malicious statements about any employee, parent or student, or about the School.
- Poor personal hygiene and grooming habits unless otherwise protected by law.
- Gambling of any type on School premises.
- 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.
- Unauthorized use of cameras or other recording devices on School premises.
- Intentionally supplying false information in order to obtain a leave of absence or other benefits from the School.
- 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.
- Unsatisfactory work performance.
- Unfit for service, including the inability to appropriately instruct or associate with students.
- Performing unauthorized work on School time.
- Failure to observe designated areas limiting smoking, eating, drinking, or other activities.
- Smoking or using tobacco products on School property.
- Unprofessional conduct.
- Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
- Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
- Violations of the drug and alcohol policy.
- Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.

- Immoral or indecent conduct.
- Conviction of a criminal act.
- Engaging in sabotage or espionage (industrial or otherwise)
- Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
- Any other conduct detrimental to other employees or the School's interests or its efficient operations.
- Refusal to speak to supervisors or other employees.
- Failure to possess or maintain the credential/certificate required of the position.

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

4.2 Employee-Student Relations Policy

4.2.1 Boundaries Defined

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

4.2.2 Acceptable and Unacceptable Behaviors

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

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

4.2.3 Unacceptable Behaviors

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

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the School Principal or the CEO. It is recommended that any such gifts be filtered through the School Principal or the CEO along with the rationale thereof.
- Kissing of ANY kind
- Massage (Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.)
- Full frontal or rear hugs and lengthy embraces
- Sitting students on one's lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Furnishing alcohol, tobacco products, or drugs to a student 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 School Principal or the CEO and the student's parent or legal guardian
- Being alone in a room with a student at school with the door closed and/or windows blocked from view
- Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer
- Staff mirroring the immature behavior of minors
- Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.

4.2.4 Acceptable Behaviors

- Pats on the shoulder or back
- Side hugs
- Handshakes
- “High-fives” and hand slapping
- When age appropriate, touching face to check temperature, wipe away a tear or other similar types of contact
- Holding hands while walking with children with significant disabilities
- Assisting with toileting of 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 School Principal or the CEO 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 your legs, or buttocks, frontal hugs, kissing, or caressing
- Keeping administration informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best 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.

4.2.5 Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain to a scholar. For purposes of this policy, corporal punishment does not include the use of force that is reasonable and necessary to protect employees, students, or other persons, or to prevent damage to property. The following examples are offered to provide guidance, but are not intended to cover all permitted and prohibited conduct:

Permitted Conduct (not corporal punishment)

- Stopping a student from fighting with another student
- Preventing a student from committing an act of vandalism
- Defending yourself from physical injury or assault by a student
- Forcing a student to give up a weapon or dangerous object
- Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities

Prohibited Conduct (constitutes corporal punishment)

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

Employees who engage in any form of corporal punishment will be subject to disciplinary action, up to and including termination. Employees may also be reported to appropriate law enforcement agency and/or child protective services.

4.2.6 Duty to Report Misconduct

When any staff member becomes aware of another staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a reasonable suspicion of

misconduct, he or she must immediately report the suspicion to Human Resources or the CEO. 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 School Principal, Human Resources or the CEO 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.

4.2.7 Child Abuse / Sexual Abuse 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 neglect, or you reasonably suspect it, California Penal Code Section 11166 requires you to immediately report this information or suspicion to a child protective agency or the police. 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 School Principal or the CEO occurs after the phone-in report. Failure to meet these obligations can result in a monetary fine and/or jail. Mandated reports cannot be found civilly or criminally liable for filing a required or authorized report of known or suspect child abuse.

4.2.8 Investigating

Human Resources or the CEO will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior by a staff member, using such support staff or outside assistance, as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, Human Resources or 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. Human Resources or the investigating administrator shall promptly notify the Governing Board in closed session of the existence and status of any investigations. Upon completion of any such investigations, the CEO shall report to the Governing Board any conclusions reached. Human Resources or the investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

4.2.9 Training

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

Additional training to be completed either at the time of hire, and/or on an annual or biennial basis depending on the training and employee's position are the following:

- Sexual/Workplace Harassment Training
- Workplace Violence Prevention Plan (WVPP) Training
- Cybersecurity and FERPA Training
- Earthquake Safety and Drill Training
- Human Trafficking Prevention Training
- Run-Hide-Fight/Active Shooter Safety Drill and Training
- Shelter in Place Safety and Drill Training

4.2.10 Consequences

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

4.3 Solicitations, Distributions, and Access

In order to maintain and promote efficient operations, discipline, and security, and in order to ensure that all students feel welcome and are not unduly distracted in the learning environment, 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 his or her supervisor. These rules are:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her 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, post, or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in this section, working areas exclude 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. Nonexempt employees must not begin work and clock in at his or her working area more than 10 minutes before they are scheduled to begin and must stop work and clock out from his or her 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.

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

4.4 Drug and Alcohol Abuse Policy

It is the intent of the School 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. We hope all employees will join ~~with~~ us in achieving our goal of a safe and productive drug-free workplace.

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

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

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

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

In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Human Resources. Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students.

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 actual or prospective donors to the School. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

4.4.1 Searches

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

4.4.2 Testing

The School may require a test by intoxilyzer, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol. Such testing will be conducted if two or more employees observe an employee acting in such a manner to raise suspicion that the employee is under the influence of an illegal drug, marijuana or alcohol or is acting in such manner that they may harm themselves or another employee or students.

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

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

The School may also require applicants to submit to an alcohol or drug testing as a condition of employment and/or as pre-employment requirement.

4.4.3 Violations

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

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

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

4.5 Hours of Operation and Work Schedules

The School's hours of school operation are 7:30 a.m. to 4:30 p.m., Monday through Friday. Front office employees will stagger start times to maintain maximum coverage during office hours: 7:00 a.m., 7:30 a.m., 8:00 a.m., 8:30 a.m. Additionally, work breaks and lunch breaks will stagger in order to maintain front office coverage.

Instructional employees are expected to be on campus from 8:00 a.m. to 4:00 p.m. Supervision team employees will be called upon to support school safety with before, during and/or after school safety supervision duties by manning various campus locations and the ground level at Park Blvd, 11th Avenue, or K Street from 7:30 a.m. to 8:40 a.m., Monday through Friday. In addition, instructional employees will walk their scholars down the assigned evacuation stairway (closest to their studio) at the end of each day to provide supervision to the ground floor exit.

Employees are expected to remain on campus during their assigned prep time, unless they receive prior approval from the School Principal or the CEO to leave campus. Any time an employee leaves campus (except for lunch or paid rest break), they must check out and in with the front desk.

Employees may receive different or modified work schedules from their supervisor. Employee work schedules may be modified at any time, at the sole discretion of the School.

4.6 Remote Work Policy

In the event of an emergency resulting in school closure, including a pandemic, natural disaster, or state mandated closures of all operations, the School may transition its operations to a virtual setting and employees will be permitted/required to work remotely (i.e., from home). Employees must continue to adhere to all School policies and procedures even when they are required to work remotely.

Employees who are required to work remotely will receive a monthly stipend to cover reasonable expenses incurred by the employee as a result of work performed on behalf of the

School. Reasonable expenses, including, but are not limited to, internet, phone, and increased electricity usage, and other related equipment and materials not otherwise provided by the School.

While working remotely, employees must comply with the following guidelines:

- **Work Hours:** Employees are expected to work during their normal designated work hours, Monday through Friday, except as otherwise directed by your supervisor. Employees must perform their duties during scheduled work hours and be able to be contacted via telephone and email.
- **Remote Work Area:** Unless otherwise agreed upon by the School in writing, the employee's designated "remote work area" shall be their home office (i.e., your primary residence in California). Employees are not authorized to work outside of the designated remote work area unless they obtain advance written approval from their supervisor.
- **Remote Work Environment:** Employees must establish an appropriate work environment within their remote work area that is quiet and free from distractions (visual or audio); has sufficient internet connection; and allows the employee to dedicate their full attention to performing their job duties during working hours.
- **Safety:** Employees must maintain a safe and ergonomically sound work environment while working remotely, and to report work-related injuries to Human Resources at the earliest opportunity.
- **Security Measures:** Employees must continue to follow School-approved safeguards in order to protect the School's data, property, records, and assets. All work product created, developed, or maintained while working remotely shall be treated in the same manner as work product from the School's primary location and is the property of the School. All records, computer files, and correspondence must be safeguarded for return to the School's primary location. Computer files must be regularly backed up and saved.
- **Timekeeping Responsibilities [For nonexempt employees]:** Employees must continue to comply with the School's timekeeping and meal and rest period policies while working remotely consistent with this Handbook and related policies, including, but not limited to, accurately recording all hours worked through the School's timekeeping system and all meal periods while working remotely. Employees are not required to record the times of any rest periods. If an employee forgets to record any hours worked or the start and stop times of meal periods or experience any issues with taking required meal or rest periods, the employee must immediately report these issues to Human Resources and the Payroll Department. Working "off the clock" or not accurately recording hours worked is strictly prohibited. Employees are prohibited from working overtime without the express written approval of their supervisor.
- **Compliance with School Policies:** Employees must continue to comply with all School policies and procedures while working remotely, including, but not limited to, all policies

and procedures governing your use of School electronic communications and computer systems and maintaining confidential information.

If an employee fails to comply with the specific guidelines provided in this policy and those communicated to the employee by their supervisor or School administration, the employee may be subject to disciplinary action, up to and including termination of their employment with the School.

The School may modify these conditions and guidelines as it deems appropriate. If you have any questions regarding the contents of these guidelines and/or your duties and responsibilities while you are working remotely, please contact Human Resources. Please note that this remote arrangement does not alter the at-will nature of the employment relationship. You and/or the School may terminate the employment relationship at any time, with or without cause and/or with or without advance notice.

4.7 Punctuality and Attendance

Each of our employees plays an important role in getting the day's work done. Therefore, each employee is expected to be at his or her work station on time each day and to remain there throughout his or her scheduled hours. Tardiness, even for good reasons, is disruptive to our operations and interferes with our ability to satisfy our students' needs. Excessive tardiness can result in discipline, up to and including termination, to the extent allowed by applicable law.

As an employee of the School, you are also expected to be regular in attendance. Any absence causes problems for those whom you serve and your fellow employees as well as your supervisor. When you are absent, others must perform your workload, just as you must assume the workload of others who are absent. Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal and rest periods when appropriate or when required to leave on authorized School business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. In all cases of absence, employees must provide their supervisor or Human Resources with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence. Absent extenuating circumstances, you must call in (record this absence using BambooHR and our Timekeeping system) on any day you are scheduled to work and will not report to work. Excessive, unexcused absenteeism will not be tolerated and, to the extent allowed by applicable law, may result in disciplinary action, up to and including termination.

4.7.1 Unplanned Absences and Tardiness

Of course, some situations may arise in which prior notice cannot be given. For all unplanned absences or late arrivals, you must provide notice as follows:

- Notify your direct supervisor by phone, text, or email
- If applicable, notify the staff member responsible for providing coverage

- Faculty members must also notify Human Resources

Please provide notice as soon as possible and always before 7:30 a.m. on the morning of your absence to provide enough time to plan for coverage. Failure to comply with all notification requirements may result in disciplinary action, up to and including termination. If you are absent for more than five consecutive (5) days, your supervisor may require a physician's note.

If you are required to leave work early, you must also personally contact your supervisor and obtain his or her permission. You must also record this absence using BambooHR and our Timekeeping system.

If you are a Substitute teacher and will be late or absent, you must follow all applicable substitute teacher policies and procedures in addition to recording this absence or time off using BambooHR and our Timekeeping system.

7.4.2 Planned Absences – Requesting Time Off

For all planned absences or early departures, employees should request time off as far in advance as possible using the following procedure:

- Submit the time off request in BambooHR, indicating the date and specific hour(s) if applicable.
- Your supervisor will review and approve/deny the request and Human Resources will be notified.
- You will receive confirmation via email of your request approval or denial.
- Faculty members must work with the indicated staff member to find coverage as needed.
- Complete and submit lessons for time off.

When possible, requests for time off will be approved on the date(s) requested, but there may be occasions when the School cannot approve your request for time off because of its operational needs.

If you are going to be late for work for any reason, please personally notify your supervisor as far in advance as possible and in any case no less than two hours before your shift starts so that proper arrangements can be made to handle your work during your absence.

Except as otherwise provided by law, if you fail to report for work without any notification to your supervisor and your absence continues for a period of three consecutively scheduled workdays, the School will, in most cases, consider that you have abandoned your employment and have voluntarily resigned.

4.8 Personal Appearance / Dress Code

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, clean, tasteful, and professional appearance at all times to the extent permitted by applicable law. Employees should wear professional attire (i.e., business casual) that models decency, modesty, appropriateness, and moderation; their attire must not be a distraction to themselves or others including students, staff, families, or guests on campus. Creativity and fashion should remain within the boundaries of professional dress and attire. Casual dress, street fashion or streetwear is not permitted.

The types of clothing that are prohibited include, but are not limited to: Jeans; baseball hats and hats that may be deemed a distraction; exercise attire; t-shirts; tank tops; spaghetti strap blouses; low-cut or revealing blouses or shirts; short blouses or shirts exposing the torso or hip area; flip-flops and other beach sandals; slippers; sweatshirts; sweatpants; provocative clothing; clothing inscribed with inappropriate wording or pictures; visible and exposed undergarments; vests worn without shirts underneath; “skin-tight” clothing; excessively baggy pants or “oversized clothing”; skorts, shorts or skirts that are as high as mid-thigh length. The only exception would be exercise attire or t-shirts/sweatshirts that are necessary to be worn during the course of work relating to a specific school project or event, or for religious purposes.

Jewelry should be worn in limited sizes and amounts— no more than a few modest pieces tastefully worn while maintaining a professional appearance and presence. Facial piercings should not be worn at work. Tattoos or other body art should be discrete/covered, and not pose a distraction to others. All piercings and tattoos are subject to the discretion of school administration unless such display is required by a sincerely held religious belief. Attention should be paid to educating our students—and clothing, accessories, perfume, and make-up should not draw unnecessary attention away from the core mission of the School.

The School requires its employees to comply with the School’s uniform or business casual professional attire Monday through Friday. Business casual professional attire is well-fitted, adheres to more neutral tones, avoids excessively busy patterns, and includes but is not limited to the following: slacks or trousers, skirts (appropriate length), pencil skirts, dresses, blouses, blazers, dress shirts, ties, button-down shirts, suit pants and suit jackets, dress socks, and comfortable yet professional footwear such as loafers, flats, pumps, oxfords, or cap-toed shoes. e³ gear is permissible on designated days. From time to time, more relaxed attire still within the bounds of appropriateness for professionals is permitted on designated Fun Dress Days, Spirit Days, College Gear Thursdays, or Jean Fridays.

Jeans, yoga pants, and stretch pant leggings are not considered business casual attire. Examples of shoes excluded from daily wear at the School are tennis shoes or sneakers, flip flops, open toed shoes (excluding peep toes), sandal wear, combat boots, hiking shoes, and any shoes including extremely tall high-heels (maximum 3-inch heels) which may put an employee at risk of injuring themselves or others in an emergency situation. If a medical condition requires you to wear more casual/comfortable shoes, please contact Human Resources. Hair and facial hair should be well-groomed and not distracting.

Employees are also required to wear their name badge or staff photo badge signaling their role as an e³ employee. Inappropriate dress will be addressed by Human Resources, the School Principal or the CEO.

If clothing, shoe wear, and/or hair/facial hair fail to meet these standards, as determined by Human Resources or the School Principal or the CEO, the employee will be asked not to wear the inappropriate item to work again and may be sent home to address the problem. If the problem persists, e³ reserves the right to exercise disciplinary measures, up to and including termination of employment. Supervisors may issue more specific guidelines.

If an employee needs to request accommodations to this policy on the basis of religion, disability, or other protected characteristic, the employee should contact Human Resources.

4.9 Confidential Information

It is important for the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all parent and student information, parent and student lists, lesson plans, 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. Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

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 school property, trade secrets or confidential information shall be 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.

4.10 Computer Usage and Privacy

Every user who is provided access to the School's Communications Systems is responsible for using the Communications Systems in accordance with this policy. Any questions about this policy should be addressed to Human Resources.

4.10.1 Definitions

The School's electronic communications systems ("Communications Systems") includes, but is not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, PDAs, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks.

4.10.2 Ownership and Conditions of Use

The Communications Systems is the property of the School. It has been provided by the School for the sole purpose of conducting School-related business as well as other business that is approved by the CEO of the School. All communications and information transmitted by, received from, or stored in these systems are School records and the property of 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 School letterhead. Special care must be taken when posting any information on the Internet because of the potentially broad distribution of and access to such information.

To protect the integrity of the School's Communications Systems and the users thereof against unauthorized or improper use of these systems, the School reserves the right, without notice, to limit or restrict any individual's use, and to inspect, copy, remove, or delete any unauthorized use of its Communications Systems upon authorization of the CEO or his or her delegatee. The School also reserves the right periodically to monitor the use of its 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 CEO or his or her 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.

Users are required to comply with the School's Computer Usage and Privacy Policy and agree to be bound by this policy by using the School's Communications Systems.

4.10.3 Confidentiality and Privileges

Information stored on the 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 sending or receiving sensitive, privileged, or confidential information

electronically. 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. Where appropriate, this fact should be disclosed to outside contacts.

4.10.4 Prohibited Use

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

- Users of the Communications Systems are strictly prohibited from using the Communications Systems to deliver a message that is harassing 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's policies against discrimination, harassment, and retaliation apply to the use of the Communications Systems.
- Users are prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.
- Users are prohibited from using the 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, TikTok, and Snapchat, unless for reasonable and/or work related functions and tasks.
- 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 Communications Systems without the prior written authorization of the CEO of the School.
- Users must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper authorization from the School.
- Users are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's e-mail and voicemail mailboxes without proper authorization, based on legitimate business reasons, from the CEO or his or her delegatee. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.

- Users may not communicate School confidential or proprietary information to unauthorized personnel within or outside of the School without authorization.
- Users may not obtain unauthorized access to computers or network resources or use improperly obtained computer accounts, access codes, or network identification numbers.
- Users must comply with all federal, California, and other applicable laws, and all applicable contracts and licenses (including, but not limited to software licenses). Such laws, rules, and licenses include, for example, the laws regarding libel, privacy, copyright, trademark, harassment, discrimination, obscenity, and child pornography; the Electronic Communications Privacy Act and the Computer Fraud and Abuse Act, which prohibit "hacking," "cracking," and similar activities; laws prohibiting fraud and forgery.
- Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

4.10.5 Access and Disclosure

The Communications Systems is provided solely for the purpose of conducting the School business. Incidental, reasonable and occasional personal use of the Communications Systems is permitted, but such communications must not disrupt 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.

The School, as owner of the Communications Systems, to protect the integrity of its systems from unauthorized or improper use, reserves the right to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its 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 School computer systems, electronic communication systems, or through the use of School telecommunications equipment 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 is only intended to prevent unauthorized access to voicemail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by School personnel for any number of reasons. As a result, employees do not have an expectation of privacy in this regard. The School is not responsible for costs incurred when employees use School telephones or e-mail systems for personal matters.

Employees must use voice mail and e-mail as cautiously as you would use any more permanent communication medium such as a memorandum or letter. Employees must 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 administration without notice.

There will be times when the School, in order to conduct business, will utilize its ability to access your e-mail, voice mail, computer files, software, or other School property. The School also may 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 School property is being used in an unauthorized manner.

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

4.10.6 Discipline for Violations of Policy

Any person who discovers misuse of the Internet access or any of the School’s Communications Systems should immediately report the incident to Human Resources or the CEO. It is not enough to only inform your supervisor or another member of management. Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.

4.10.7 Policy May Be Amended at Any Time

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. The School reserves the right to amend this policy at any time through an authorized writing from the CEO or an authorized School representative.

4.11 Social Media

4.11.1 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 applies to situations when you: (1) make a post to a social media platform that is related to the School; (2) engage in social media activities during working hours; (3) use School equipment or resources while engaging in social media activities; (4) use your School e-mail address to make a post to a social media

platform; (5) post in a manner that reveals your affiliation with the School; (6) interact with School students or parents/guardians of School students (regarding School-related business) on the Internet and on social media sites; or (7) create or use a School-affiliated social media account.

For the purposes of this policy, 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, Instagram, TikTok, and Snapchat, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

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

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

4.11.2 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 the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information

that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.

- While limited and incidental social media activities at work may be tolerated, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School's background check procedures.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from the School.
- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors that you know to be false about the School, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of the School, or competitors.
- Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the School."
- Never be false or misleading with respect to your professional credentials.

4.11.3 Engaging with Students/Parents through Social Media

Employees are prohibited from contacting students, parents of students, or a relative of a student or parent through any social media platform. If a student asks you to join his or her network (become a "friend") via social media, you should either ignore the request or respectfully decline, saying that it is inappropriate for students and/or their parents and staff to be connected through social media platforms.

It is recommended that employees should not join the networks of recent graduates. Employees should be mindful that the networks of former students on social networking sites will, quite possibly, be connected to the networks of current students. If an employee chooses to

join the network of a former student, any communication or posts on accounts may become visible (or transferable) to current students. If an employee joins the network of a former student, that employee becomes responsible for his or her posts, photos, and information on the social networking site as if they are being posted on a class website.

4.11.4 Creating and Using School Social Media

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

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

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

- Request and obtain permission to create School social media from the School Principal or the CEO.
- Contact the IT Department to set up the social media. Provide the IT Department with the username and password that you would like assigned to the account. If you change the username and/or password, you must immediately update this information with the IT Department. Failure to do so may result in disciplinary action, up to and including termination.

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

4.11.5 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 property.

As a result, the School may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. The School may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with the School has engaged in a violation of this, or any other, 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.

4.11.6 Discipline

Any violation of this Social Media Policy may result in disciplinary action, up to and including immediate termination.

4.11.7 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.

4.11.8 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 Human Resources.

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

5. OPERATIONAL CONSIDERATIONS

5.1 Employer Property

Desks, files, copiers, lockers, and supplies, both office and household, are School property and must be maintained according to School rules and regulations. They must be kept clean and are to be used only for work-related purposes. Employees do not have any expectation of personal privacy in any School property. The School reserves the right to inspect all School property to ensure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence.

Prior authorization must be obtained before any School property may be removed from the premises. All School property must be immediately returned upon an extended leave of absence, upon request and/or termination of the employment relationship.

5.2 Employee Property

For security reasons, employees should not leave personal belongings of value in the workplace. Employees are responsible for the security of their personal belongings. The School is not responsible for any lost or stolen personal items at work.

Terminated employees must remove any personal items at the time they leave the School. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination, unless the parties have arranged otherwise.

5.3 Security

The security of the premises, as well as the welfare of employees and students, requires that you be constantly aware of potential security risks. Therefore, please comply with the following security procedures to ensure a secure workplace. Be aware of persons loitering for no apparent reason (e.g., in parking areas, walkways, entrances/exits, and service areas). If you notice such a person, report it to Human Resources, the School Principal or the CEO of the School, or your supervisor. Secure your work area when called away from it for any length of time, and do not leave valuable and/or personal articles in or around your work area. You should immediately notify Human Resources or the CEO when keys, security passes, or identification badges are missing.

Always ensure that all visitors have signed in the visitor log and are wearing appropriate visitor tags/badges. The Faculty Lounge (e-Space) has been established as a place where employees can go to relax, eat, or meet in a relaxed atmosphere. Access to this area should be restricted to employees only so that security concerns can be minimized. The security of facilities and the welfare of our students and employees depend on the alertness and sensitivity of every individual to potential security risks.

5.4 Health and Safety

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. In compliance with California law and to promote the concept of a safe workplace, the School maintains an Injury and Illness Prevention Program ("IIPP"). The IIPP is available for review by employees and/or employee representatives. Contact Human Resources if you wish to review the IIPP or if you have any questions concerning this policy.

5.5 Reporting Fires and Emergencies

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

5.6 Smoking Policies

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.

5.7 Housekeeping

All employees are expected to keep their work areas clean and organized. Common areas such as lunchrooms and restrooms should be kept clean by those using them. Please clean up after meals. Dispose of trash properly.

5.8 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 Human Resources. The School will respond accordingly, generally within two business days. If an undue hardship exists, the School will notify the employee in writing.

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

5.9 Parking

All employees receive paid parking. Full-time employees will be given an assigned access card for parking at the Padres Parkade parking lot located at 10th and J Street (or if that is unavailable, at another designated location).

Employees working less than full-time will be given a parking validation upon exiting the workday.

The following guidelines pertain to parking usage:

- Other than marked spots, spaces are not reserved. Please do not use reserved areas.
- Obtain your e³ parking access card from the Director of Operations.
- Do not share your parking access card. Doing so will cause you to lose your parking privileges.
- Parking access is not available for weekend use.
- If parking is not validated (or used) daily, the pass will be deactivated.
- For lost parking access cards, please notify the Director of Operations the same day. Employees will be responsible for a \$25 replacement fee for any lost parking access cards.
- Employees are responsible for providing updated vehicle information to the Director of Operations.
- Parking spaces must be regularly used to maintain them; otherwise employees will be provided with a daily validation parking pass.

During evening Padres game days, employees need to vacate the lot at the appropriate time in order to avoid ticketing. On early game days, e³ will provide a parking pass to remain in the lot for the entire school day. It is the responsibility of the employee to follow the regulations and times for moving vehicles as the employee will assume full responsibility for ticketing or towing fees.

The School is not responsible for any loss or damage to employee vehicles or contents while using the School's designated parking facilities.

5.10 Building Access Cards and Keys

Employees will be given a building access card to enter the building from the main entrance at 11th and J Streets. The access cards are programmed to open the doors from 7:00 a.m. to 6:00 p.m., Monday through Friday and also give access to the 7th floor. Additionally, designated employees will be given keys to authorized areas.

Building access cards and keys are the property of e³ and should remain in the possession of the employee at all times. For security purposes, building access cards and keys are not to be shared amongst employees or given to scholars for any reason. Employees must immediately report lost or stolen cards to the Operations Manager and/or Executive Assistant.

5.11 Conducting Personal Business

Employees are to conduct only School business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours. Any employee who violates this policy will be subject to appropriate disciplinary action, up to and including termination.

5.12 Employees Who Are Required to Drive

Employees who are required to drive their own vehicle on approved School business will be required to show proof of a current, valid license and proof of current, effective insurance coverage. To the extent permitted by law, the School retains the right to transfer to an alternative position, suspend, or terminate such employees whose license is revoked or who fails to maintain personal automobile insurance coverage. Employees who drive their own vehicles on approved School business will be reimbursed at the per mile rate established by the Internal Revenue Service. As a condition of employment, employees who drive their own vehicle on approved School business are required to use good judgment.

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

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by the School or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves, students, or others at risk to fulfill business needs.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability.

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

5.13 Expense Reimbursements

The School recognizes that employees may incur expenses when conducting business and performing their duties. The purpose of this policy is to ensure that adequate cost controls are in place, travel and other expenditures are appropriate, and to provide a uniform and consistent approach for the timely reimbursement of authorized expenses incurred by personnel.

The School will reimburse reasonable and necessary expenses actually incurred by employees, provided the employee has obtained written approval from his/her supervisor before incurring the expense.

When incurring business expenses, the Schools expects all employees to exercise discretion and good business judgment with respect to those expenses. Be cost conscious and spend money as carefully and judiciously as you would spend your own funds.

5.13.1 Expense Reports

In order to be reimbursed for pre-approved expenses, employees must submit a written Expense Report to the CEO via the Director of Operations. Expense Reports must be submitted within one week of the expenditure and must include:

- The individual's name;
- If reimbursement for travel is requested, the date, origin, destination and purpose of the trip;
- The name and affiliation of all people for whom expenses are claimed (i.e., people on whom money is spent, e.g., gifts, meals) in order to conduct e³ business;
- An itemized list of all expenses for which reimbursement is requested; and
- Receipts must be attached to the Expense Report for all expenses in excess of \$5. The receipts must show the vendor's name, a description of the services provided (if not otherwise obvious), the date, and the total expenses, including tips (if applicable). A credit card receipt or statement may be used to document the vendor and date of an expense, provided other required details of the expenditure are fully documented.

The School-issued credit cards may only be used for pre-approved School-related expenses. When using a School-issued credit card, employees must submit an Expense Report including all information described above for each expenditure. Inappropriate charges and failure to meet the Expense Report requirements will result in loss of credit card privileges and could result in further disciplinary action, up to and including termination.

5.13.2 Travel Expenses

Meals: Meal reimbursement is provided on a per-diem basis and should not exceed \$65 daily - \$15 for breakfast, \$20 for lunch, and \$30 for dinner. If an employee is unable to obtain meals within these limits, the employee should immediately notify his or her supervisor or Human Resources.

To receive an allowance for all three meals, a traveler must be on travel status for a full 24-hour period. A 24-hour period is calculated from the time of departure on the first day to the same time on the second day, and to the same time on each succeeding day. Note: The time of departure on travel claims may commence when the employee leaves his/her residence for the airport.

For travel less than 24 hours, employees are entitled to reimbursement for breakfast if the travel extends past 9:00 a.m.; they are entitled to reimbursement for lunch if the travel extends past 2:00 p.m.; and they are entitled to reimbursement for dinner if the travel extends past 6:00 p.m.

Employees are not eligible to receive a meal allowance for any meals that are included in the registration fee for conferences, eligible workshops, and meetings. The daily per-diem allowance must be reduced by the applicable meal allowance for the meal(s) provided. A copy of the registration form/brochure must be attached to the travel expense report when requesting reimbursement.

Air Travel: All air travel must be scheduled and reserved by the Executive Assistant or Operations Manager. When air travel is required, the most economical arrangements will be made, to include early morning or late evening flights and air transfers.

Personal Cars: All employees who drive their personal vehicles in the course and scope of their employment must submit a request for mileage reimbursement. Employees will be reimbursed at the per mile rate established by the Internal Revenue Service. Employees may obtain the reimbursement form from the Operations Manager and must include the miles driven, the addresses of the origination and destination, and the date the mileage was incurred. Employees must attach all receipts and documentation, if any. All mileage expenses must be included on an employee's Expense Report.

5.13.3 Cell Phones

Employees are discouraged from conducting School-related business on their personal cell phones, but are eligible for a reimbursement for business-related charges if they are incurred due to necessity. To receive reimbursement, the employee must provide the School with a copy of his or her cell phone bill, indicating which charges are business-related. The employee will either receive reimbursement for those charges or, if the usage is included in the employee's cell phone plan, the employee will receive reimbursement for the phone plan in proportion to his or her business use. For instance, if an employee pays \$100 per month for a cell phone plan and 10% of his or her use is business-related, the employee will receive a reimbursement of \$10.

6. EMPLOYEE BENEFITS/LEAVES

6.1 Holidays/School Breaks

Holidays: To be eligible for holiday pay, an employee must be full-time and nonexempt and must work both the business day before and after the holiday unless absent due to use of paid sick leave. Eligible employees will receive time off with pay at their regular rate of pay on the School-observed holidays listed below, in alignment with the e³ Civic High Academic calendar.

- Labor Day
- Veteran's Day
- Thanksgiving Day

- Christmas Day
- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Fourth of July

Note about Holiday Pay: 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. Holiday hours do not count as hours worked for the purpose 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. The School reserves the right to change this policy at any time, with or without notice.

Part-time employees, temporary employees, exempt employees, and full-time teachers are not eligible for holiday pay. Exempt employees will receive their regularly scheduled pay (i.e., salary) during holidays and school breaks within the work year.

Employees on any leave of absence do not earn holiday pay.

School Holiday/Seasonal Breaks

Employees are generally not required to report to work over the scheduled Thanksgiving, Winter, and Spring breaks during the academic year. During these breaks, regular 11 and 12-month full-time exempt employees will receive their regular pay as scheduled. However, this time is generally unpaid for nonexempt employees unless PTO time is used. If a nonexempt employee is requested to work during any scheduled break, the employee will be paid for such work.

Full-time, nonexempt employees will receive an additional allotment of 15 days of PTO to be used specifically and only during the Thanksgiving, Winter and Spring Breaks. This allotment is prorated based on date of hire as follows:

- Start date is between July 1 and October 31: Employee shall be allotted 15 days of PTO for this special purpose.
- Start date is between November 1 and December 31: Employee shall be allotted 10 days of PTO for this special purpose.
- Start date is between January 1 and February 28: Employee shall be allotted 5 days of PTO for this special purpose.

- Start date is after February 28: Employee shall not be allotted any days of PTO for this special purpose.

Summer Break

All regular full-time exempt 12-month employees (24 pay periods) and 11.5-month employees (23 pay periods) will receive their regular pay as scheduled during the summer break in accordance with the School's payroll schedule. Summer breaks are not within the regular work year for most instructional employees such as certificated employees (11 month or 22 pay periods) or classified tutors (10.5 month or 21 pay periods) and are therefore not paid. As such, summer breaks are not considered part of a teacher's period of employment and are therefore not paid.

However, teachers or other staff may receive pay during the Summer if (1) they have opted to participate in a summer school program or (2) they have opted to engage in other CEO-approved "extra duty" work during the summer break (e.g., IT Support Specialist working on a network upgrade over break) and have signed all appropriate documentation (e.g., Stipend offer letter) to make such an election.

6.2 Paid Time Off/Personal Use Time (PTO)

All regular full-time employees (as defined in this Handbook) are allotted three days (24 hours) of personal use/paid time off ("PTO") on July 1 of the school year or a prorated portion if the eligible employee's start date is after July 1. PTO shall be allotted as follows:

- Start date is between July 1 and November 30: Employee shall be allotted three days (24 hours) of PTO.
- Start date is between December 1 and March 31: Employee shall be allotted two days (16 hours) of PTO.
- Start date is between April 1 and June 30: Employee shall be allotted one day (8 hours) of PTO.

As stated in 6.1, full-time, nonexempt employees receive an additional allotment of 15 days of PTO to be used during the Thanksgiving, Winter, and Spring Breaks.

Unused and accrued PTO carries over year-to-year. However, there is a cap on PTO accrual. **PTO accrual is capped at 48 hours.** Once the employee's accrued PTO reaches the maximum, further accrual of PTO is suspended until the employee has reduced the PTO balance below this limit. If the employee later uses enough PTO to fall below the maximum, the employee will resume earning paid PTO from that date forward (not to exceed the cap and prorated accordingly). In such a case, no PTO will be earned for the period in which the employee's PTO was at the maximum. PTO does not accrue during any non-working time or unpaid leave of absence.

For both exempt and nonexempt employees, PTO may be taken in minimum increments of 30 minutes. If an exempt employee absents himself or herself from work for part or all of a workday, he or she will be required to use accrued PTO to make up for the absence.

An employee may use *allotted PTO* immediately after hire. When requesting PTO, all employees must do so using BambooHR. The request is sent to the direct supervisor for approval. PTO 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 PTO requests to the greatest extent possible, there is no guarantee that any given PTO request will be granted, and the School reserves the right to deny a PTO request based on operational needs of the School. The School reserves the right to schedule PTO for employees or to compensate employees for accrued, unused PTO at any time in its sole discretion.

If a holiday occurs during your PTO period, you will receive holiday compensation for that day. Paid personal use time may be used for any reason, although it cannot be used the day preceding or following a holiday break or a school vacation closure.

Employees who terminate their employment for any reason will be paid for any accrued but unused PTO in accordance with this policy. PTO 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 Human Resources with questions regarding this policy.

6.3 Paid Sick Leave (PSL)

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act and the City of San Diego Earned Sick Leave and Minimum Wage Ordinance to provide paid sick leave ("PSL") to eligible employees.

6.3.1 Eligible Employees

All employees (including part-time and temporary) who work for the School more than 30 days within a year in California and who work at least two hours within a year within the City of San Diego are eligible to accrue PSL beginning on the first day of employment under the accrual rate and cap set forth in this policy.

6.3.2 Permitted Use

Eligible employees may use their accrued PSL to take time off for the following reasons:

- for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee's family member;
- when the employee is physically or mentally unable to perform his or her duties due to the employee's illness, injury, or a medical condition;

- for other medical reasons of the employee, such as pregnancy or obtaining a physical examination;
- to provide care or assistance to a family member with an illness, injury, or medical condition, including assistance in obtaining professional diagnosis or treatment of a medical treatment;
- for the use of “safe time” (as defined by applicable law) and for reasons related to domestic violence, stalking, or sexual assault;
- when the employee’s worksite is closed by order of a public official due to a public health emergency; and
- when the employee is providing care or assistance to a child whose school or child care provider is closed by order of a public official due to a public health emergency.

For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee as well as a child or parent of the employee’s spouse, and designated persons. “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 sick leave.

6.3.3 PSL Accrual Rate/Allotment, Maximum, and Carryover

Eligible employees will accrue PSL as follows:

- **Part-Time Employees:** Part-time employees will accrue **one hour of PSL for every 30 hours worked** beginning on their first day of employment. The School will provide a minimum of three (3) days or twenty-four (24) hours of accrued sick leave by the 120th day of employment or each calendar year (or 12-month period), and additionally will provide another sixteen (16) hours of sick leave by the 200th day of employment or calendar year (or 12-month period).
- **Full-Time Employees:** Full-time employees will be **allotted eight days (64 hours) of PSL per year** (July 1 to June 30) on July 1 of the respective year or on the first day of employment if hired after July 1.

PSL for part-time employees accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence. There is a cap on PSL accrual for part-time employees. Part-time employees may accrue up to 80 hours of PSL. Once the employee’s PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which the employee’s PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to this maximum accrual.

PSL for full-time employees is not accrued on an as-worked basis but rather is allotted upfront to the eligible employees on July 1 each year for the following calendar year. A prorated portion of PSL is allotted if the eligible employee's start date is after their position's work calendar start date. Prorated PSL shall be allotted as follows:

- Start date is between July 1 and November 30: Employee shall be allotted eight days (64 hours) of PSL.
- Start date is between December 1 and March 31: Employee shall be allotted six and a half days (52 hours) of PSL.
- Start date is between April 1 and June 30: Employee shall be allotted five days (40 hours) of PSL.

For full-time employees, PSL balances do not carry over from year to year; however, any unused PSL in any given school year is "banked" without cap and is limited to only catastrophic/emergency leave use. Human Resources will track all banked PSL time for eligible full-time employees separately from regular PSL balances in BambooHR. To use banked PSL, an eligible employee must submit a request in writing to HR and it must be approved by the CEO. Banked PSL cannot be used as regular PSL within a school year, which is limited to its annual allotment of eight days (64 hours) of PSL.

6.3.4 Limits on Use

Eligible employees may use accrued/allotted PSL beginning on the 90th day of employment. Part-time employees may only use a maximum of 40 hours of their accrued PSL from July 1 to June 30 of each respective year. Full-time employees may only use a maximum of 64 hours of their PSL from July 1 to June 30 of each respective year, unless approved by the CEO to use their "banked" PSL as prescribed in this policy. PSL may be taken in minimum increments of 30 minutes. If an employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use accrued PSL to make up for the absence.

6.3.5 Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable. When requesting PSL, all employees must do so using BambooHR. The request is sent to the direct supervisor for approval.

6.3.6 Termination

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

However, at retirement, upon formal request in writing to HR, any and all "banked" PSL balance can be reported to CalSTRS for service credit conversion consideration using applicable forms. Likewise, at separation of employment from School, upon formal request in writing to

HR, any and all “banked” PSL balance can be transferred by Human Resources to the next school district of employment using applicable forms.

6.3.7 No Discrimination or Retaliation

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

6.4 Bereavement Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of bereavement leave due to the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law). Regular full-time employees are entitled to up to three (3) days of pay per year during bereavement leave. The School may request documentation (i.e., copy of the death certificate) to certify the need for such leave.

Bereavement leaves as stated above must be approved by the employee’s direct supervisor in advance and will not be charged to PTO.

To request bereavement leave:

- Enter the request in BambooHR
- Consult your immediate supervisor
- You may be required to provide sufficient documentation to support a request for bereavement leave.

Under extenuating circumstances, employees who are not eligible for paid bereavement leave or eligible employees who wish to extend their paid bereavement leave beyond five days may request to do so in advance from their supervisors. In the event that the School approves such an advance request at its discretion, the absence or extended absence will be charged to the employee’s PTO and/or PSL. If the employee does not accrue PTO or has used all his or her accrued PTO and/or PSL, the absence or extended absence will be without pay.

Bereavement leave must be utilized within three (3) months of the covered family member’s date of death. Bereavement pay will not be used in computing overtime pay. Upon request, an employee may be required to provide documentation of the death of a covered family member.

6.5 Reproductive Loss Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive

loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay.

6.6 Absence for School Business or Professional Development

The School encourages employees to attend conferences, workshops, seminars, trainings, and/or professional meetings (professional development) related to school business or school related professional development, provided the activities are directly related to the professional growth of the individual employee, they enhance the employee's skills, knowledge, and abilities to perform the job, and they benefit the School as the employer.

In the event an employee needs time off to attend professional development activities, prior approval from the CEO is required. Employees may not enroll for any school related business travel or professional development activities prior to receiving approval. Because travel and expense funds are extremely limited, the CEO is expected to keep such travel to a minimum. Approval will not be granted to travel to such activities if similar activities are available locally.

To request time off for Professional Development, employees must consult with your immediate supervisor and enter the request in BambooHR. You may be required to provide sufficient documentation to support a request for time off for professional development. You will receive email notification of the approval or denial of your request.

The School will grant paid or unpaid time off for professional development based on a case-by-case basis as approved by the CEO.

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

Under the Family and Medical Leave (FMLA) and California Family Rights Act (CFRA), 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 1,250 hours during the 12 months immediately prior to the family and medical leave of absence. 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. For purposes of CFRA leave, the School must have at least five (5) employees.

6.7.1 Requesting Leave

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. Failure to comply with this requirement may result in a delay in the start of your leave.

Special rules apply to the scheduling of intermittent and reduced schedule leave for "instructional employees" if the requested leave involves more than 20% of the working days during the period over which the leave extends. In this case, the School may require the instructional employee to take leave for a designated duration, or transfer temporarily to an

available alternative position that better accommodates recurring periods of leave than does the employee's regular position. "Instructional employees" are those whose principal function is to teach and instruct scholars in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers.

Special rules also apply to the scheduling of leave for "instructional employees" if the requested leave begins near the end of an academic term. In this case, e³ may require the instructional employee to continue taking leave until the end of the term.

6.7.2 Reasons for Leave

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

1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. the care of the employee's spouse, child or parent¹ with a "serious health condition" and for purposes of CFRA only, the care of the employee's grandparent, grandchild, sibling, registered domestic partner, or a designated person² with a "serious health condition";
3. the "serious health condition" of the employee;
4. (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
5. 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.

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

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 CFRA purposes, "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.

take a leave under paragraph (2) 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 for FMLA/CFRA purposes) requires your care or assistance as certified in writing by the family member's health care provider.

If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner (within fifteen (15) days of the School's request for certification) to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.

If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

6.7.3 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.

Leave taken because of the birth, adoption or foster care placement of a child does not have to be taken in one (1) continuous period of time but must be completed within one (1) year of the birth or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other. Spouses employed by the same employer are limited to a combined total of 26 workweeks in a "single 12-month period" if the leave is to care for a covered service member with a serious injury or illness.

Generally, FMLA and CFRA leave run concurrently. Under the CFRA, however, an employee's own serious health condition does not include the employee's disability caused by

pregnancy, childbirth, or related medical conditions. Thus, CFRA leave is not exhausted during any period of pregnancy related disability and the entire twelve (12) weeks can be used to care for the newborn child (unless some portion of the twelve (12) weeks was used for another CFRA qualifying reason).

If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Upon exhaustion of your FMLA/CFRA leave, you may be eligible for additional leave as a disability accommodation, provided that granting additional leave does not impose an undue burden on the School. If you do not qualify for a leave of absence under some other policy, and you continue your leave beyond the maximum leave permitted under this policy, your employment may be terminated, consistent with applicable law.

6.7.4 Compensation and Benefits During Leave

Leave under FMLA/CFRA is unpaid. However, you will be required to use any accrued personal use days 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, adoption or foster care of a child. You may also be eligible for wage replacement through the California Employment Development Department (EDD) State Disability Insurance (SDI) program. The EDD is solely responsible for determining whether an employee is eligible for these benefits. 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 PTO and/or PSL.

During your leave, your group medical plan coverage for you and your dependents, and your life insurance coverage will be maintained at the level and under the conditions coverage would have been provided if you had remained in the workplace, provided however, that the School's obligation to maintain coverage extends to a maximum of twelve (12) work weeks in a twelve (12) month period, except with regard to a Pregnancy Disability Leave, in which case the School will maintain coverage for the duration of the Pregnancy Disability Leave, up to a period of four (4) months. Thereafter, you may elect to continue your coverage pursuant to COBRA.

During the entire period of your leave, you will remain responsible for the payment of your standard portion of the insurance premium. For the period of time when you are receiving a paycheck, regular deductions will be taken from your paycheck to cover your portion of the

insurance premium. For any period of time when you are not receiving a paycheck, you must make arrangements with Human Resources or the Payroll Department to submit a check on or before the first of each month to cover your share of the premium. If you fail to pay your share of the premium, your insurance coverage may be canceled.

Benefit accrual, such as personal use days, 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.

If you do not return to work on the first workday following the expiration of an approved FMLA/CFRA leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or a comparable position and will receive pay and benefits equivalent to those you received prior to the leave, as may be required by law.

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

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

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

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.

6.8 Pregnancy Disability Leave

The School provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions.

Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider’s statement must be submitted, verifying the need for such leave and its

beginning and expected ending dates. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided. Any changes in the information provided in the medical certification must be promptly reported to the School. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

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

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks). For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

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

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

Employees will be required to use any accrued sick time during any unpaid portion of pregnancy disability leave. Employees may also elect to use any accrued PTO during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available PTO and/or sick leave.

Benefit accrual, such as PTO, sick leave, and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave. The School can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

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

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the School with at least one (1) week's advance notice of the date she intends to return to work.

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

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

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

If you have any questions regarding pregnancy disability leave, please contact Human Resources.

6.9 Unpaid Leave of Absence (Medical)

In an effort to comply with its duty to accommodate employees with qualifying disabilities, the School may provide leaves of absence without pay when an employee is temporarily unable to work due to a mental or physical disability, certified in writing by his or her health care provider, unless such leave would cause an undue hardship to the School. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay.

Employees will be required to use any accrued PTO and PSL during any unpaid portion of this leave. Benefit accrual, such as PTO, paid sick leave, and holiday benefits, 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.

6.10 Discretionary Unpaid Leave of Absence (Non-Medical)

The School may grant a discretionary unpaid leave of absence to employees in certain unusual circumstances. 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. 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 do not continue to accrue PTO, sick leave, or holiday benefits while they are on unpaid discretionary leaves of absence.

Employees will be required to use any accrued PTO during this leave. Unless otherwise required by law, the School does not continue to pay premiums for health insurance coverage for employees on discretionary unpaid leaves of absence. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

6.11 Military and Military Spousal Leave

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

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

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

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

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 during a time of military conflict. 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 Human Resources 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.

Nonexempt employees must use accrued PTO in order to receive compensation for this time off. If no PTO is available, the employee may take this time off without pay. An exempt employee is required to charge any absence of four (4) or more hours under this policy to his or her PTO bank, if any. Otherwise, exempt employees will be compensated to the extent 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.

6.12 Jury Duty/Witness Duty

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

Nonexempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any

hours during the course of a workweek. Employees may elect to use any accrued PTO during jury/witness duty leave. To request jury duty leave, you must:

- Enter the request in BambooHR
- Submit a copy of the jury summons to Human Resources
- Once approved, you will receive an email notification

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

6.13 Time Off for Voting

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 generally are 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 will grant up to two (2) hours of paid time off to vote.

Employees must request time off to vote from their supervisor at least two working days prior to the 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 his or her mail (absentee) ballot to work, including mailing such absentee ballot from work.

6.14 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 PTO 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.

6.15 Suspended Pupil/Child Leave

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

6.16 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 PTO, but this is not required.

6.17 School and Daycare Leave

If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or day care facility, to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency. You may take no more than eight hours off for this purpose in any one calendar month. Unless it is to address an emergency, you should schedule this time off with your supervisor in advance. If more than one (1) parent or guardian is an employee of the School, the employee that first provides the leave request will be given the requested time off.

You may be asked to provide documentation from the school or day care facility to confirm your attendance at its facility for reasons covered under this policy on the specific date and time that you took the leave. This time off is unpaid. You may choose to use your accrued PTO, but this is not required.

6.18 Rights for Victims of Crime or Abuse

6.18.1 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 PTO (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.

6.18.2 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.

6.18.3 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.

6.18.4 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 his or her supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on its website:

www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

6.19 Adult Literacy Leave

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

6.20 Alcohol and Drug Rehabilitation Leave

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

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

6.21 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 PTO.

6.22 Leave for Bone Marrow and Organ Donors

Pursuant to California law, the School will provide up to five (5) workdays 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 workdays of paid leave within a one-year period and up to another 30 workdays 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 (5) days of available accrued PSL or PTO during the course of the leave. Organ donors must use up to ten (10) days of available accrued PSL or PTO during the course of the leave. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

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 his or her 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.

7. INSURANCE BENEFITS

7.1 Medical Insurance

Eligible employees may participate in the School's group medical benefit plan, which includes health, dental, vision, and chiropractic services. Eligible employees enroll in the various plans via the EASE portal at <https://e3civichigh.ease.com/>.

Eligibility begins on the first day of the month following the date of employment. The School provides an up to \$7,200/year contribution or allowance, which is divided equally among employee's pay periods, to assist with his or her premium cost. Premium totals above the monthly contribution are the employee's responsibility and will be covered through a payroll deduction. Additionally, the employee will be responsible for additional dependent coverage.

Subject to applicable law, there is no guarantee that the School will continue to maintain a medical insurance plan or that the terms and conditions of any such plan will not be changed at any time. Further, in order to continue participation in any such plan, employees may be required to pay a part of the premium. Eligible dependents and spouses of the employee may be eligible to enroll in the medical insurance 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.

7.1.1 Health

The School offers health insurance through Covered California. Each eligible employee has the flexibility of selecting the coverage that he or she wants from the various health plans covered by the School: Blue Shield, Kaiser, or Sharp. Individual and dependent coverage is available at the employee's expense after factoring in the per pay period allowance. Electing a medical plan for the employee and/or dependents also automatically enrolls said individual(s) in an employer paid Chiropractic plan through Landmark Healthplan. Eligibility begins on the first day of the month following thirty days of employment and ends on the last day of the month during which employment is terminated. Terminated employees have the option of continuing coverage through COBRA.

7.1.2 Dental

The School offers dental insurance through Humana Insurance. Each eligible employee has the flexibility of selecting the coverage that he or she wants from the various dental plans covered by the School: DHMO or Dental PPO. Individual and dependent coverage is available at the employee's expense after factoring in the per pay period allowance. Eligibility begins on the first day of the month following thirty days of employment and ends on the last day of the month during which employment is terminated. Terminated employees have the option of continuing coverage through COBRA.

7.1.3 Vision

Vision coverage consists of Vision Service Plan (VSP) and is offered to eligible School employees through Principal Insurance. Individual and dependent coverage is available at the employee's expense after factoring in the per pay period allowance. Eligibility begins on the first day of the month following thirty days of employment and ends on the last day of the month during which employment is terminated. Terminated employees have the option of continuing coverage through COBRA.

7.1.4 COBRA – Continuation of Benefits

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

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

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements. An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

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

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

The School will notify employees or their dependents if coverage ends due to termination or a reduction in work hours.

If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. The School will then notify the employee or his/her dependents of the employee's rights. Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later. There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- The School stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

7.2 Health Incentive

The School offers an incentive payment when the School-provided health care is not chosen by eligible employees. Eligibility begins on the first of the month following thirty days of employment. Payments are seventy-five dollars (\$75.00) per month, paid out as \$37.50 per pay period, payable on month following eligibility and are subject to withholdings. Employees must be employed at the time of payment to collect incentive.

7.3 Life Insurance

The School offers eligible employees an employer-paid Group Term Life/Accidental Death and Dismemberment insurance through the Principal Insurance in the amount of \$50,000. Eligibility begins on the first day of the month following thirty days of employment. Coverage ends on the last day of the month during which employment is terminated.

All employees can also purchase Voluntary Term Life Insurance through Principal Insurance for self or dependents from among the given options. Per pay period allowance cannot be used for voluntary term life insurance so any coverage elected must be paid for by the employee "out of pocket".

7.4 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 payable when you cannot work because of illness or injury not caused by employment with the School or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount.

SDI is a wage supplement provided 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 more information regarding this program, you may contact the California Employment Development Department (the “EDD”). The EDD is solely responsible for making determinations as to whether an employee is eligible for SDI.

The School also offers eligible employees an employer-paid Short-Term and Long-Term Disability benefit plan through **Principal Insurance**. The Short-Term benefit plan is up to 12 weeks and the primary weekly benefit is 60% of employees’ earnings prior to his or her disability up to \$1,615 minus other income sources. The Long-Term benefits plan begins after 90 days and the primary monthly benefit is 60% of employee’s earnings prior to his or her disability up to \$7,000 minus other income sources. The benefits are determined by the employee’s base wage.

7.5 Paid Family Leave (Wage Supplement)

Under California law, eligible employees may participate in the Paid Family Leave (“PFL”) program, which is part of the state’s unemployment compensation disability insurance program. The PFL program provides up to eight (8) 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 PTO 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 (the “EDD”). The EDD is solely responsible for making determinations as to whether an employee is eligible for PFL.

7.6 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.

7.7 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.

7.8 Workers’ Compensation Insurance

Employees must immediately report all work-related accidents, injuries, and illnesses no matter how small to Human Resources or the CEO. In addition, employees must provide the School with a certification from a healthcare provider.

Employees are protected by the School's workers' compensation insurance policy when they suffer an on-the-job injury. The policy covers medical costs and other benefits for employees who suffer a short-term disability related to an occupational injury or illness. These benefits are provided at no additional cost to employees. In the event of an accident or illness, employees are required to notify their supervisor and Human Resources immediately.

In the event of a disabling work-related injury or illness, an employee with accrued sick days may use this accrued leave to supplement temporary disability payments received under the California Workers' Compensation Act. Sick leave payments shall be the difference between the amount payable to the employee under the California Workers' Compensation Act and the employee's regular salary.

7.9 Retirement Benefits

The School offers retirement benefits to eligible employees through the California State Teachers' Retirement System ("CalSTRS"), using the applicable employer contribution rate for each fiscal year for the Defined Benefit Program. Enrollment in CalSTRS takes place during the employee hiring and onboarding process. Certificated employees are eligible, and in some cases mandated, to participate in the CalSTRS pension program. Contributions are based on yearly salary and deducted in equal monthly payments for the number of months worked by the employee. Member Contribution Rates for the current year can be found at <https://www.calstrs.com/contributions>. Retirement contributions are made through payroll deductions.

The School also provides all employees, including Classified, with the opportunity to participate in CalSTRS Pension 2, a 403(b) plan. Other 403b, 457 plans, and retirement and financial planning opportunities are available through CALPRO Network Financial Services and are administered by U.S. OMNI & TSACG Compliance Services.

Employees must contact Human Resources to enroll in voluntary plans can join or discontinue at any time through notification to HR and by completing the designated paperwork.



EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND AT-WILL AGREEMENT

ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO HUMAN RESOURCES WITHIN ONE WEEK OF RECEIPT.

I have received a copy of the School's Employee Handbook. I understand that it is my responsibility to carefully read and understand its contents and I agree to follow the policies stated therein. I agree that 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 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 I am an at-will employee. I understand that the at-will nature of the employment relationship may not be modified orally and may only be modified in a writing signed by the Chief Executive Officer (CEO) of the School and me and approved by the School's Board of Directors.

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 the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. 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 to the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that 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 and the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment. 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 transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion.

Date: _____

Signed: _____

Employee: _____