

# **EMPLOYEE HANDBOOK**

## **2024-2025**



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2024-2025

**BIRMINGHAM COMMUNITY CHARTER HIGH SCHOOL  
EMPLOYEE HANDBOOK ACKNOWLEDGEMENT AND  
AGREEMENT**

**ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK, AND SIGN THIS PAGE WITHIN ONE (1) WEEK OF RECEIPT.**

By signing below, I certify that I have received an electronic copy of the Birmingham Community Charter High School (“BCCHS” or “the School”) Employee Handbook (“Handbook”). I have carefully read and understand its contents, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that if I wish, I may request a hard copy of this Handbook in the Human Resources Office, and one will be provided to me. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I also acknowledge that I have received a copy of BCCHS’s Harassment, Discrimination and Retaliation Prevention Policy and Title IX Policy both of which are in the Handbook. I understand and agree that it is my responsibility to read and familiarize myself with these policies and all the provisions of the Employee Handbook. I understand that BCCHS is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature below certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School’s policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the nature of my employment with the School.

I understand that this Handbook does not alter terms of any individual employment agreement and/or collective bargaining agreement which may apply to me. Where a policy in this Handbook contradicts terms and conditions set forth in an individual employment agreement or collective bargaining agreement, the individual employment agreement or collective bargaining agreement shall take precedence for the applicable employees only.

I understand BCCHS reserves the right to depart from and modify the policies stated in the Employee Handbook consistent with any applicable collective bargaining agreement provisions and other legal requirements.

Employee Name: _____	
Last Name	First Name
Signature: _____	Date: _____

Please retain this Handbook for your reference.

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## **INTRODUCTION**

### **WELCOME TO BIRMINGHAM COMMUNITY CHARTER HIGH SCHOOL**

Welcome to Birmingham Community Charter High School (“BCCHS” or the “School”). We are thrilled that you are a part of our vibrant, accomplished community.

You have joined an organization that greatly values the service and partnership of our employees. Birmingham is not defined by buildings or athletic fields. Birmingham’s identity takes form in the combination of teachers, support staff, Board Members, students, and families. What defines Birmingham is the people. It’s these people that have all contributed to the building of the school’s reputation as an outstanding comprehensive high school that takes great care to provide for the individual needs of each student.

### **HANDBOOK PURPOSE**

This Employee Handbook (“Handbook”) has been prepared to inform employees about the School’s philosophy, employment practices, policies, and benefits provided to you as a valued employee.

This Handbook will not answer every question you may have, nor would we want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can develop a deeper understanding of each other, express our views and work together in a harmonious relationship.

Policies in this Handbook may only be altered by the CEO/Principal or Board of Directors (“Board”) if in writing. No statement or promise by a supervisor, manager, or department chair is to be interpreted as a change in policy, nor will it constitute an agreement with an employee.

Should any provision in this Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Handbook, but only the subject provision. Furthermore, should any provision of this Handbook contradict a provision of an applicable collective bargaining agreement (“CBA”) at BCCHS, the applicable collective bargaining agreement shall be controlling.

We ask that you read this guide carefully, become familiar with the School and our policies, and refer to it whenever questions arise.

### **BCCHS VISION, VALUES, LCAP GOALS AND SCHOOL WIDE LEARNER OUTCOMES**

#### **Vision Statement**

Birmingham Community Charter High School is a thriving, collaborative community that provides an academically challenging, personalized, and supportive environment that prepares individual

students to be the best version of themselves and pursue their post high school academic and career goals.

### **BCCHS Values**

1. We value **equity** and **choice** because we know that with opportunity, our diverse and talented students can achieve their maximum potential.
2. We achieve **excellence** through **perseverance** and consistent **growth**.
3. We exhibit empathy in our effort to provide **compassionate support** that will empower students.
4. We value our **community** and believe fostering **positive relationships** with students and parents will enhance student learning.
5. We value **curiosity and adaptability** in our effort to identify and meet our students' needs.

### **LCAP Goals**

1. To ensure all students demonstrate proficiency in all content areas
2. To increase student college and career readiness
3. To provide positive engagement

### **School Wide Learner Outcomes**

All BCCHS students will be:

Critical Thinkers by:

- Asking questions and employing creative approaches to problem solving
- Mastering content to critically evaluate real world issues
- Identifying connections and integrating knowledge across disciplines

Academic Achievers by:

- Using knowledge and skills to master content of each discipline
- Prioritizing, monitoring and evaluating progress toward goals and objectives
- Attaining skills and knowledge to be college and career ready

Responsible Citizens by:

- Demonstrating respect, empathy, accountability, choice and honesty (REACH)
- Working in collaborative groups to achieve common goals
- Demonstrating skills and willingness to participate in the larger community

Effective Communicators by:

- Communicating knowledge in a wide variety of contexts
- Engaging in discussion to inform, defend or expand knowledge
- Articulating ideas clearly using appropriate language and technology

## **EMPLOYMENT CONDITIONS**

### **Employment Applications**

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any

misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

## **EQUAL EMPLOYMENT OPPORTUNITY IS OUR POLICY**

BCCHS is an equal opportunity employer. In accordance with applicable law, it is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks and twists);
- Color;
- Gender (including gender identity, gender expression and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including, without limitation to, religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including, but not limited to, aspects of national origin groups such as height, weight, accent, or language proficiency, native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law)
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Use of cannabis/marijuana off the job and away from the workplace;
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA") or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status (including state and federal active and reserved members as well as those ordered to duty or training);
- Immigration/ citizenship status or related protected status (which includes undocumented individuals and victims of human trafficking);
- Political affiliation;
- Reproductive health decision-making (including but not limited to a decision to use or access a particular drug, device or product or medical services for reproductive health); or
- Any other consideration made unlawful by local laws.



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

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

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

If you believe you have been subjected to discrimination, please follow the complaint procedure under the “Prohibiting Unlawful Harassment, Discrimination, and Retaliation Policy” section of this handbook.

### **AT-WILL NOTICE FOR SPECIFIED POSITIONS**

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

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

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Furthermore, 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.

## **EMPLOYMENT CLASSIFICATIONS**

### **Part Time vs. Full Time and Exempt vs. Nonexempt**

Each BCCHS employee is either “full-time” or “part-time.” Some of the policies and benefits described in this handbook depend on whether the employee is full-time or part-time. Regular full-time employees are those employees regularly scheduled to work 30 hours or more each week. Regular part-time employees are those regularly scheduled to work fewer than 30 hours each week.

Employees at BCCHS are also classified as “exempt” or “nonexempt.” Exempt employees are those whose positions meet specific criteria established by state and federal law. These employees are exempt from overtime pay requirements.

Employees whose positions do not meet specific criteria established by state and federal law are “nonexempt.” These employees are paid overtime and double time pay in certain circumstances. Overtime and double time compensation will be paid in accordance with all state and federal laws, which is generally the following:

- Overtime (paid at one-and-a-half times the employee’s regular rate of pay): All hours worked in excess of 40 hours per workweek, in excess of 8 hours in a workday, and for the first 8 hours worked on the seventh consecutive workday.
- Double time (paid at twice the employee’s regular rate of pay): All hours worked in excess of 12 hours in a workday and in excess of 8 hours worked on the seventh consecutive workday.

For those positions that are subject to overtime requirements, such employees must receive advance written authorization from their immediate supervisor prior to working any time which results in overtime pay.

### **Workday and Workweek**

BCCHS’s workweek is from Sunday at 12:00 am through the following Saturday at 11:59 pm. The School’s standard workday is 12:00 am to 11:59 pm each day.

### **Certificated and Classified Staff**

In addition to administration (management) positions, the School maintains classified positions (non-certificated) and certificated positions (substitute/temporary/intern/probationary/ permanent). The School’s credentialed staff are required to hold a valid California Commission on Teacher Credentialing (CTC) credential, certificate, permit or other document equivalent to that which a teacher in other California public schools would be required to hold. It is the responsibility of each certificated employee to ensure that credentials and permits are renewed in a timely manner and remain current with the CTC. The CTC website is ([www.ctc.ca.gov](http://www.ctc.ca.gov)). Once renewed, a copy of the credential should be printed from the CTC website and provided to Human Resources. A copy will be placed in the employee's personnel file. In preparation for certification renewal,

certificated employees must be sure that all renewal requirements (e.g. coursework, documentation, passing test score) are completed and available well ahead of application.

### **Temporary and Day-to-Day Substitutes**

Temporary and day-to-day substitutes are not covered by the terms of the BCCHS-UTLA CBA. Such employees serve in an at-will employment capacity for the School. As such, they may be released by the School at any time, with or without cause or advance notice.

### **Certificated Probationary Employees**

Newly hired teachers at BCCHS must complete at least two (2) complete consecutive years of satisfactory service and complete the requirements of the School-approved Induction Program to clear their preliminary credential, if applicable, in order to be granted permanency. In some cases, the probationary period may be extended, per the collective bargaining agreement, if recommended by the CEO/Principal or designee.

### **Permanent Employees**

Permanent employees maintain such employment consistent with the terms of the charter and any applicable CBA.

### **Classified Employees**

Most classified employees are covered by a CBA which defines the rights and obligations of the parties. The remainder are employed on an at-will basis. At-will employees' rights are defined by applicable law and their individual employment agreements and job descriptions.

### **Independent Contractors/Vendors**

BCCHS may employ individuals or business entities on an independent contractor basis. The individual or business entity will be required to enter into a written contract with the School. The independent contractor is separately responsible for taxes, disability insurance, workers' compensation and general liability insurance.

## **CHILD ABUSE AND NEGLECT REPORTING**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. The Child Protection Hotline for LA County is (800) 540-4000. Employees may submit a follow-up report in one of the following ways:

- Submit an electronic follow-up report on the DCFS website
- Complete and mail a written follow-up report to DCFS

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

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

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

### **BACKGROUND CHECKS**

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

Prior to making an official offer of employment, the School will conduct all required criminal fingerprinting and a job-related background check. The background check will consist of prior employment verification, a review of the applicant's professional references checks, education confirmation and criminal record and background history.

### **TUBERCULOSIS TESTING**

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

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

## **IMMIGRATION LAW COMPLIANCE**

BCCHS 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.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 no later than the first day of work for pay and present original documentation establishing identity and employment eligibility as outlined on the I-9 instruction forms no later than three (3) business days after they begin work. Former employees who are rehired must also complete the form if they have not completed an I-9 with BCCHS within the past three (3) years or if their previous I-9 is no longer retained or valid.

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.

## **PROFESSIONAL BOUNDARIES: STAFF/STUDENT INTERACTION POLICY**

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

### **Corporal Punishment**

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

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

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility or physical skills;
6. Engaging in group calisthenics, team drills or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

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

### **Acceptable and Unacceptable Staff/Student Behavior**

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

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

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

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

### **Duty to Report Suspected Misconduct**

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

### **Examples of Specific Behaviors**

The following examples are not an exhaustive list:

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

- (a) Giving gifts to an individual student that are of a personal and intimate nature
- (b) Kissing of any kind
- (c) Any type of unnecessary physical contact with a student in a private situation
- (d) Intentionally being alone with a student away from the school
- (e) Making or participating in sexually inappropriate comments
- (f) Sexual jokes
- (g) Seeking emotional involvement with a student for the staff member's benefit
- (h) Listening to or telling stories that are sexually oriented
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- (k) Making remarks about the physical attributes or development of any person
- (l) Showing excessive attention toward a particular student
- (m) Sending emails, text messages or letters to students if the content is not directly related to school business

#### *Unacceptable Staff/Student Behaviors without Parent and Administrative Permission*

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

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

*Acceptable and Recommended Staff/Student Behaviors*

- (a) Getting parents' written consent for any after-school activity
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions
- (c) Sending emails, text messages and phone messages to students only when the content directly pertains to school business
- (d) Keeping the door open when alone with a student
- (e) Keeping reasonable space between you and students
- (f) Stopping and correcting students if they cross your own personal boundaries
- (g) Keeping parents informed when a significant issue develops about a student
- (h) Keeping after-class discussions with a student professional and brief
- (i) Asking for advice from fellow staff members or administrators if you find yourself in a difficult situation related to boundaries with students
- (j) Involving your supervisor if conflict arises with a student
- (k) Informing the CEO/Principal about situations with students that have the potential to become more severe
- (l) Keeping detailed notes about incidents that could evolve into more serious situations later
- (m) Recognizing the responsibility to report unacceptable behavior of students or coworkers
- (n) Asking another staff member to be present if you will be alone with a student who has an IEP or otherwise has special needs
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours
- (p) Giving students praise and recognition without touching them (high fives and handshakes are acceptable)
- (r) Keeping your professional conduct a high priority

**BCCHS CODE OF CONDUCT AND ETHICS**

**Code of Conduct: Expectations and Guidelines**

1. Courtesy and cooperation are two basic elements of success in every job at Birmingham. Be courteous and cooperative with the public, fellow workers, vendors who work full or part time on campus, prospective employees, teachers, students, and parents who are all a part of the school community we serve.
2. Maintain open lines of communication. If any instructions given by a supervisor are not clear, ask for further explanation to make certain that you understand exactly what is



expected of you.

3. Act and speak at all times in a manner which exemplifies personal integrity, dignity, and mutual respect.
4. Maintain a commitment to professional development, collaboration, and a culture of lifelong learning which includes keeping abreast of current research in the field.
5. Strive to align actions with professional values and beliefs to enhance personal and organizational effectiveness.
6. Adhere to established professional standards.
7. Refrain from making false or malicious statements about a colleague, supervisor, or direct report.
8. Present perspectives and opinions on work-related issues in ways that do not undermine the integrity and decisions of supervisors and colleagues.
9. Conduct professional business through proper channels.
10. Develop understanding and respect of the variety of cultures represented by our students and families in order to make meaningful connections for students between their experiences at school and at home.

### **Commitment to Ethical Standards in the Workplace**

1. Accord just and equitable treatment to all personnel in the exercise of their professional rights and responsibilities.
2. Exercise vigilance in avoiding any special treatment in order to influence professional decisions of colleagues.
3. Maintain confidentiality regarding information obtained about colleagues in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
4. Protect fellow employees from intentional embarrassment or disparagement.
5. Act in a spirit of collaboration with fellow colleagues.
6. Treat all staff equitably and free from bias and/or a defensive, retaliatory manner.
7. Develop open lines of communication and actively participate in discussions with colleagues to assure that their points of view, needs and desires are being heard, understood, and taken into consideration.
8. Develop open lines of communication and actively participate in discussions with parents to assure that their points of view, needs and desires are being heard, understood, and taken into consideration.
9. Maintain work relationships that are not in any way unfairly influenced by actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identify, gender expression, sex, sexual orientation or his/her association with a person or group with one or more of these actual or perceived characteristics.
10. Pursue appropriate measures to align laws, policies, and regulations with sound educational goals.

## **POLICY PROHIBITING UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALIATION**

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

Employees, volunteers, unpaid interns, individuals in apprenticeship programs and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

The School does not condone and will not tolerate unlawful harassment, discrimination or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other persons with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the CEO/Principal, Human Resources Director, or (if the complaint is against the CEO/ Principal) to the Board.

When the School receives allegations of unlawful harassment, discrimination or retaliation, the Board (if a complaint is about the CEO/Principal) or the CEO/Principal and/or Human Resources will conduct a fair, timely and thorough investigation that provides all parties with an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. The School is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination or retaliation has occurred.

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

All employees are required to fully cooperate with BCCHS's investigations into violations of the above policy, 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, BCCHS will provide regular progress updates, as appropriate, to those directly involved. BCCHS 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.

BCCHS 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 BCCHS policies or applicable law. Further, BCCHS may continue its investigation even if the original complainant withdraws their complaint during the course of the investigation.

False and malicious complaints of harassment, discrimination, abusive conduct, or retaliation may be the subject of appropriate disciplinary action. In contrast, complaints which, even if erroneous, are made in good faith, will not be subject to disciplinary action.

### **WHAT IS HARASSMENT?**

Harassment can take many forms. While it is impossible to describe every possible type of harassment, the following section addresses common types of harassment.

#### **Prohibited Unlawful Harassment**

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment;
- Disparate treatment based on any of the protected classes above.

#### **Prohibited Unlawful Sexual Harassment**

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

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment. It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

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

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes he/she has been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to Human Resources. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form." If you believe you have experienced discrimination or harassment you may file a California Civil Rights Department ("CRD") or Equal Employment Opportunity Commission complaint. For information contact the CRD or EEOC. You may find their phone numbers online at [www.eeoc.gov](http://www.eeoc.gov) and [www.calcivilrights.ca.gov](http://www.calcivilrights.ca.gov), respectively.

Sexual harassment may include, but is not limited to:

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

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

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

## **WHISTLEBLOWER POLICY**

BCCHS requires its directors, officers, employees and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission and to encourage and enable directors, officers, employees and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

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

regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation or adverse employment action.

## **DRUG AND ALCOHOL-FREE WORKPLACE**

BCCHS is dedicated to providing employees with a workplace that is free of drugs and alcohol. To that end, the School prohibits drug and alcohol abuse by its employees. The School has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency and success at the School. Employees who are under the influence of a drug or alcohol on the job compromise school interests, endanger the employee's own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for coworkers, behavior that disrupts the educational programs, delays in the completion of jobs, and disruption to the relationship with students, parents and other staff members. Any usage of drugs or alcohol, or being under the influence of same, during working hours will be grounds for discipline up to and including termination.

For the safety of our employees and students, the School reserves the right to test any employee for the use of illegal drugs or alcohol. This may be done in cases where the employee's job carries a risk of injury or accident due to such use or there is an apparent inability to perform the requirements required of that position. Specific jobs may, at the School's discretion, require regular drug testing. Such a test may be conducted after an accident or with probable cause of impairment while on the job. Under those circumstances the employee may be driven to a certified lab, at the School's expense, for the drug test.

Any employee found to use, sell, possess or distribute any illegal or unauthorized drugs (including excessive quantities of prescription or over-the-counter drugs) while on School premises, performing School-related duties, or while operating any School equipment, is subject to disciplinary action, up to and including termination of employment. Any suspected illegal drug confiscated will be turned over to the appropriate law enforcement agency.

Any employee taking medication should consult a medical professional to determine whether the drug may affect his or her personal safety or ability to perform the essential functions of the job and should advise his or her supervisor of any job limitations. Upon notification of job limitations, the School will make reasonable efforts to accommodate the limitation.

In addition to the above, the School maintains a Title IX policy, which is included as appendix D.

## **CONFIDENTIAL INFORMATION**

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

Confidential information does not include information about the terms and conditions of your employment, such as wages, benefits, workplace safety and other topics an employee has the right to discuss with other employees by law. Nothing in this policy prevents an employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination, or any other conduct that the employee may have reason to believe is unlawful.

### **CONFLICT OF INTEREST**

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the CEO/Principal, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

### **PERSONAL PHONE AND PERSONAL CELL PHONE USE**

Personal phone calls should not be made or received during working hours. Any such calls must be made during employee breaks. Friends and relatives should be discouraged from calling during business hours unless there is an emergency.

Cell phones should be placed out of sight and completely silenced to avoid disruption to the learning environment. In the event of a field trip or other class outing where personal cell phones may be used for safety purposes, communication should be limited to school staff only. The School will not be responsible for lost or stolen cell phones or other personal property.

Notwithstanding the foregoing, employees may, in the event of an “emergency condition,” access their mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify their safety. For purposes of this policy, an “emergency condition” is defined as:

- Conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or
- An order to evacuate a workplace, a worksite, an employee’s home, the workplace of an employee’s family member, or the school of an employee’s child, due to natural disaster or a criminal act.

This policy is not intended, nor shall it be interpreted, in any way to limit the ability of an employee to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted or union activity that employees have the right to engage in under federal, state or local law.

## **BUILDING SECURITY/SCHOOL KEYS**

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

You will be assigned all appropriate building keys needed to conduct your daily job responsibilities. You are responsible for all keys. Duplication of any school key is not allowed and strictly prohibited. It is against School policy to loan or distribute your assigned keys to another employee or non-employee of the School. If your school keys are lost, misplaced, destroyed, or stolen, you must report it immediately to the main office.

Employees are not allowed on school property before or after hours, or on non-work days, without prior authorization from an administrator.

## **INTERNAL INVESTIGATIONS & SEARCHES**

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

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

## **VIOLENCE IN THE WORKPLACE**

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

- All threats or acts of violence occurring on BCCHS premises, regardless of the relationship between BCCHS and the parties involved.
- All threats or acts of violence occurring off BCCHS premises involving someone who is acting in the capacity of a representative of BCCHS.

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

- Hitting or shoving an individual
- Threatening an individual or their family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy BCCHS property



- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapons

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

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

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

In certain circumstances, the School may seek a workplace 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.

## **NON-SMOKING**

As per the BCCHS Charter Petition and Tobacco Use Prevention Education policy, the possession or use of tobacco, tobacco/nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as cigars, pipes, e-cigarettes, vaping and marijuana products are expressly prohibited within 20 feet of a school building and within 25 feet of any athletic field or stadium whichever is further.

This includes:

- While on school grounds, in school parking lots, buildings or other campus areas, including vehicles on campus, or during the use of any school-owned vehicle.
- During, while going to or coming from a school-sponsored event including field trips and school sporting events on or off the School campus.

Any violation of this policy will result in disciplinary action.

As a tobacco-free facility, the School is committed to ensuring all employees have access to resources that will assist in tobacco or nicotine use prevention and cessation. Any BCCHS

employee may contact the California Smokers Helpline at 1-800-300-8086 or [www.kickitca.org](http://www.kickitca.org) for more information about smoking and tobacco and/or e-cigarette/vaping use cessation.

## **REASONABLE ACCOMMODATIONS**

It is the policy of BCCHS to comply with all the relevant and applicable provisions of the federal Americans with Disabilities Act (ADA), as well as state and local laws concerning the employment of persons with disabilities. The School will not discriminate against any qualified employee or job applicant because of a person's physical or mental disability with respect to any terms, privileges or conditions of employment, including but not limited to hiring, advancement, discharge, compensation and training.

Employees who become disabled should notify Human Resources if the conditions of the disability impair their ability to perform the essential functions of their position. Where necessary, the interactive process to determine reasonable accommodations will be utilized to ensure employees can perform the essential functions of the job in question as long as the accommodation does not cause the School undue hardship.

## **LACTATION ACCOMMODATION**

BCCHS will provide a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child. A private location to express breast milk will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements:

- not be a bathroom or restroom;
- be free from intrusion;
- be shielded from view;
- be safe, clean, and free of toxic or hazardous materials;
- contain a surface to place a breast pump and personal items;
- contain a place to sit; and
- have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

In addition, the School shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, the School may provide another cooling device suitable for storing milk, such as a School-provided cooler.

An employee who would like to request an accommodation to express milk should contact the human resources director. The School will engage the employee in an interactive process with the employee to determine when and where lactation breaks will occur, and will respond accordingly, generally within two business days. The School reserves the right to deny an

employee's request for a lactation break if the additional break time will seriously disrupt the School's operations.

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

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

## **WORKPLACE GUIDELINES**

### **WORK SCHEDULE**

Business hours are normally 7:30 a.m. – 4:00 p.m., Monday through Friday. Exempt employees are expected to be present during business hours, unless otherwise indicated in a collective bargaining agreement, and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

### **ATTENDANCE/TARDINESS**

Daily attendance is a major concern of BCCHS. Unsatisfactory attendance, including tardiness and leaving work early, is unacceptable performance. Employees will be rated on performance evaluations in the category of daily attendance and punctuality.

If an employee is ill, injured or an unexpected emergency arises which prevents him or her from coming to work, he or she must notify his or her supervisor, human resources, as well as the Main Office, no later than 60 minutes before the start of the scheduled work day. Leaving a message with a fellow employee is not considered proper notification.

When calling in absent, an employee is to advise the School of the expected date of return. The School reserves the right to require proof of illness, injury or accident, including a doctor's statement(s) or notice(s), for any temporary disability.

Repeated absences, excessive absences (excused or unexcused) or a pattern of absences or tardiness are unacceptable job performance. Absence for three (3) consecutive days without proper notification to the School supervisor, will be considered a voluntary resignation. Absences protected by local, state and federal law do not count as violations of this policy. Paid sick time protected under California law does not count as a violation of this policy.

An employee who becomes ill at work must notify his/her supervisor immediately. If unable to perform the job tasks, the employee will either be sent to a doctor or to his or her home, in which case he or she will be paid only for time actually worked as applicable, but may receive paid sick

time if eligible.

All absences are to be arranged for as far in advance as possible, and preferably one (1) to two (2) weeks in advance. If a doctor or dental appointment must be scheduled during the workday, it should be scheduled as early in the morning or as late in the afternoon as possible.

Employees who use all of their allotted sick time for the year may not make up the time (including doctor's appointments). All vacation requests must be pre-approved at least 30 days in advance, and vacation time pay may not be used for sick leave unless pre-authorized or allowable under the law (such as FMLA, CFRA, or other job protected leaves.).

Employees are required to clock in as directed and are expected to proceed directly to their workstations after clocking in at the beginning of their work shifts and end of their meal breaks. Non exempt employees should not clock in prior to their assigned start time, unless directed to do so by their supervisor. The School provides a five minute grace period at the end of meal breaks, meaning that an employee who has a meal break between 31 and 35 minutes long will not be subject to disciplinary action. After the five minute grace period, they will be considered tardy. Excessive tardiness constitutes unacceptable work performance. The School does not categorize tardiness as excused or unexcused. When employees are tardy, their wages may be reduced by the amount of time they are tardy, calculated in whole minutes according to the School's clock consistent with applicable law.

### **TIME CARDS/RECORDS**

By law, BCCHS is obligated to keep accurate records of the time worked by nonexempt employees. Such employees are required to utilize the School's time clock system. If the time clock system malfunctions, all employees may be required to sign in or out.

Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. All nonexempt employees must clock in and out for arrival and departure, along with clocking out for and in from meal breaks. Non exempt employees should not clock in prior to the start of their assigned work hours, or clock out after their assigned work hours, unless directed to do so by their supervisor. Employees who believe they may need to work past their assigned work hours must notify, and receive permission from, their supervisor prior to doing so. Exempt employees are required to clock in and out for arrival and departure, but are not required to clock in and out for lunch. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday, including departures for school business or for absences like doctor or dentist appointments.

Employees are solely responsible for ensuring accurate information on their time record and remembering to record time worked. If an employee forgets to clock in or clock out or makes an error on the time record, the employee must complete a Timeclock Adjustment Request (TCAR) form, which must be signed by his/ her supervisor before being submitted to payroll.

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

No one may clock in on behalf of another employee or have any other individual clock in or out on his or her behalf. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including termination of employment with the School.

### **MEAL AND REST PERIODS (NONEXEMPT EMPLOYEES)**

Nonexempt employees covered by a CBA are entitled to meal and rest breaks as stated in their CBA. All nonexempt employees, whether covered by a CBA or not, are entitled to such breaks as stated in applicable law.

During meal periods and rest periods, employees may not work at all. Employees are excused from all duties. In addition, employees may not combine required meal or rest periods in order to take a longer break. Also, employees may not skip a required meal or rest period in order to start work later or leave work earlier. If employees leave the premises for either a meal or rest break, employees are doing so for strictly personal reasons and will not be covered by workers' compensation.

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

#### **Meal Periods**

Nonexempt employees (hourly employees) scheduled to work more than five hours in a day are provided a 30-minute uninterrupted duty-free unpaid meal period. The meal period must be taken before the end of the fifth (5th) hour of work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin their meal period no later than 11:59 am. The required start time for meal periods may be earlier if indicated in the applicable CBA. Employees' supervisors may schedule their meal periods.

The employee may waive this meal period if their workday will be completed within a total of six hours or less. To waive a meal period, the employee must receive prior written approval from their supervisor and complete a "Meal Period Waiver" form.

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

The chart below summarizes this information.

Hours Worked	Number of Meal Periods
0-5 hours	Zero (0) meal periods
More than 5 – 10 hours	One (1) thirty (30) minute meal period
More than 10 to 14	Two (2) thirty (30) 30 minute meal periods

Nonexempt employees must take meal periods at the time assigned by supervisors. Meal periods must be at least 30 minutes in length. Taking a meal period of less than 30 minutes on a repeated basis will lead to disciplinary action. Because the School understands it can be difficult to take a meal period of exactly 30 minutes, the School provides a five (5) minute grace period for all meal periods. This means that a meal period of 31-35 minutes would not lead to any disciplinary action. The meal period must be accurately recorded by clocking out at the start of the meal period, and clocking in upon return from the meal period. In the rare event that employees believe they cannot take a meal or rest period, are unable to take a full meal or rest period, or must begin a meal period five hours or more after the employee’s work period began, employees must notify Human Resources in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken. Employees who do not report interrupted, missed, late, or short meal periods, or who do not clock out and in at the start and end of their meal time, will be subject to disciplinary action. Meal periods are unpaid time and employees are free to leave the premises during their meal period. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday.

### Rest Periods

Nonexempt employees are authorized and permitted to take one (1) ten (10) minute uninterrupted rest period for each four (4) hours of work or major fraction thereof, which is defined as any amount of time over two (2) hours. An employee’s supervisor may schedule their rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off. During rest periods, employees are not required to stay on the premises. However, nonexempt employees are expected to return to work promptly at the end of any rest period.

The chart below summarizes rest break requirements.

Hours Worked	Number of Rest Periods
Fewer than 3.5 hours	Zero (0) rest periods
3.5 – 6 hours	One (1) ten (10) minute rest period
More than 6 to 10 hours	Two (2) ten (10) minute rest periods
More than 10 to 14 hours	Three (3) ten (10) minute rest periods

## **JOB VACANCIES AND JOB POSTINGS**

Unless required otherwise by any applicable collective bargaining agreement, when job openings occur, the School will post those openings on EdJoin in order to provide employees the opportunity to submit applications.

## **TRANSFERS**

BCCHS reserves its right to determine work duties and employee job locations based on the needs of the organization. All job transfers, job changes, reassignments, promotions or lateral transfers are at the discretion of the School and are subject to the provisions of any applicable collective bargaining agreements.

## **EMPLOYMENT OF RELATIVES**

While there is no general prohibition against hiring relatives, a few restrictions have been established to maximize the integrity of the School. Close family members (such as parents, grandparents, children, spouses, domestic partners, brothers and sisters, aunts and uncles or in-laws, including any former in-laws of the listed family members) may not be hired into positions where they have supervisory or fiscal responsibility to sensitive information regarding current or former relatives or if there is an actual or apparent conflict of interest.

## **PERSONAL APPEARANCE/STANDARDS OF DRESS**

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

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

- 1) Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than mid-thigh.
- 2) Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. Hats are to be removed upon entering school buildings unless prior approval has been granted by the CEO/Principal or his/her designee.
- 3) Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are discouraged. Shorts should be modest in length and should be no higher than mid-thigh.
- 4) Skirts and dresses should be no higher than mid-thigh.
- 5) All tops must be appropriate to the work environment and should be clean, neat and provide proper coverage.
- 6) For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- 7) Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity or obscenity are not permitted.
- 8) Appropriate shoes must be worn at all times (flip flops are not deemed appropriate).

## **BUSINESS GIFTS**

BCCHS aims to avoid the appearance of impropriety in the acceptance of gifts from business contacts or educational partners at all times. It is the express policy of the School that employees are prohibited from, either directly or indirectly, asking, demanding, exacting, soliciting or seeking, anything of value for themselves or for any other person or entity in connection with the performance of their work at the School.

It is also the express policy of the School that employees are prohibited from, either directly or indirectly, accepting, receiving or agreeing to receive anything of value for themselves or for any other person or entity (other than the employee's paycheck from the School) for or in connection with any transaction or business of the School that has a value of \$50 or more. If promised, offered or given anything of value from any member or prospective member of the School community for or in connection with any transaction or business of the School, employees are to advise their immediate supervisor at once.

## **OUTSIDE ACTIVITIES**

Employees may engage in outside employment or personal educational activities during non-working hours, provided that such activities do not interfere in any way with their job performance at the School or otherwise constitute a conflict of interest. Prior to accepting outside employment, employees are to notify the School in writing. The notice must contain the name of the potential employer, the title and nature of the position, the number of working hours per week and the time of scheduled work hours. If the position constitutes a conflict of interest or interferes with the employee's job performance, at any time, the employee may be required to curtail or terminate such activity.

## **PERSONAL BUSINESS**

BCCHS's processes for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Employees are prohibited from using School material, time or equipment for personal projects.

## **USE OF EMAIL, VOICEMAIL, AND INTERNET ACCESS**

BCCHS recognizes that use of the Internet has many benefits for the School and its employees. The Internet and email make communication more efficient and effective. Therefore, employees are encouraged to use the Internet appropriately. Unacceptable usage of the Internet can place the School and others at risk.

The following guidelines have been established for using the Internet and email in an appropriate, ethical and professional manner:



- The School’s Internet and email access may not be used for transmitting, retrieving or storing of any communications of a defamatory, discriminatory or harassing nature or materials that are obscene or X-rated. No messages with derogatory or inflammatory remarks about an individual’s race, age, disability, religion, national origin, physical attributes or sexual preference shall be transmitted. Harassment of any kind is prohibited.
- Disparaging, abusive, profane or offensive language; materials that would adversely or negatively reflect upon the School or be contrary to the School’s best interests; and any illegal activities – including piracy, cracking, extortion, blackmail, copyright infringement and unauthorized access to any computers on the Internet or email – are forbidden.
- Copyrighted materials belonging to entities other than the School may not be transmitted by employees on the School’s network. All employees obtaining access to other companies’ or individual’s materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy for reference only. If you find something on the Internet that may be interesting to others, do not copy it to a network drive. Instead, give the URL (uniform resource locator or “address”) to the person who may be interested in the information and have that person look at it on his / her own.
- Do not use the School’s system in a way that disrupts its use by others. This includes excessive dial-in usage, sending or receiving many large files and “spamming” (sending email messages to thousands of users.)
- The Internet is full of useful programs that can be downloaded, but some of them may contain computer viruses that can extensively damage our computers. Be sure to virus-check downloaded files immediately. Instructions on how to check for viruses are available from the IT Department. Also, many browser add-on packages (called “plug-ins”) are available to download. There is no guarantee that such will be compatible with other programs on the network and such may cause problems; therefore, please refrain from downloading such plug-ins.
- Each employee is responsible for the content of all text, audio or images that he/she places or sends over the School’s Internet and email system. No email or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else. Also, be aware that the School’s name is attached to all messages so use discretion in formulating messages.
- Email is not guaranteed to be private or confidential. All electronic communications are School property and employees have no reasonable expectation of privacy with respect to such communication. Therefore, the School reserves the right to examine, monitor and regulate email messages, directories and files and employee internet usage.
- Internal and external email messages are considered business records, may be subject to discovery in the event of litigation and are subject to the California Public Records Request Act. This information is to be considered when sending email within and outside BCCHS.
- School staff will not enter an employee’s email files or voicemail unless there is a business need to do so. The School retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School’s ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
- Employees should not use personal devices or email accounts for School-related

communications. Such communications must take place using only School-issued devices and via the employee's School email account only.

All School-supplied technology, including computer systems and School-related work records, belong to the School and not the employee. The School routinely monitors usage patterns for its email and Internet communications. Although encouraged to explore the resources available on the Internet, employees should use discretion in the sites that are accessed.

Since all computer systems and software, as well as the email system and internet connection, are School-owned, all school policies are in effect at all times. Any employee who abuses the privilege of School-facilitated access to email or the Internet, may be denied access to the Internet and, if appropriate, be subject to disciplinary action up to and including termination.

This policy is not intended, nor should it be interpreted, to in any way limit the ability of an employee to engage in protected union activity that employees have the right to engage in under federal, state or local law.

## **SOCIAL MEDIA**

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, X, TikTok, SnapChat, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments about the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including but not limited to, rules against unlawful harassment and retaliation.
- Employees are prohibited from inviting students to join social networks unless they (a) are school related, and (b) approved in advance by an administrator.

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

## **USE OF VIDEO MATERIALS IN CLASSROOM INSTRUCTION**

Any employee use of video materials (e.g., movies, television shows, clips, etc.) in the classroom

must be for educational purposes only, absent the advance approval of the School administration. Employees must not utilize any video material which contains images that may be violent or sexual in nature. No video materials with a rating stronger than PG-13 may be utilized without the advance approval of the School administration.

### **AUTOMOBILE ACCIDENTS**

An employee involved in an automobile accident while on School business (personal or School car) must report the accident to his/her supervisor immediately. The employee should also request and obtain a police report and police investigation at the scene of the accident.

Employees may not drive a personal vehicle for School business unless authorized to do so. An employee whose assignment requires him/her to operate a personal vehicle shall be required to submit proof of a current and valid state driver's license in addition to acceptable proof of insurance. Insurance must be maintained and be current as a term and condition of continuing employment for that particular position.

### **PARKING**

BCCHS provides parking at no cost. All parking is at the employee's own risk. It is recommended that employees lock their cars and take other appropriate safeguards. Employees are not permitted to park in areas reserved for visitors. A School parking pass, available in the Main Office, is required to park in the Faculty Parking Lots.

### **CHILDREN AT WORK**

Bringing a child to work is not permissible, unless he or she is currently enrolled as a BCCHS student. The presence of such children is a liability both to the School and to students. If there is no childcare available for his or her child, an employee must take a personal day to stay with the child rather than causing potential liability/disruption and creating a potentially dangerous situation. Failure to comply with this policy may result in disciplinary action in accordance with School policy.

### **HEALTH AND SAFETY POLICY**

BCCHS is committed to providing and maintaining a healthy and safe work environment for all employees.

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

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

## **SECURITY PROTOCOLS**

BCCHS has developed guidelines to help maintain a secure workplace.

- All authorized adults will wear an identified badge while on campus
  - All School employees must wear ID badges at all times while at work
  - All visitors to the School must wear visitors tags while on campus
- Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas
- Report any suspicious persons or activities to the CEO/Principal immediately
- Secure employee desk or office at the end of each day
- Valuable or personal articles are not to be left out at a work station that may be accessible to students or other persons
- Report missing keys or breach of security access codes or passes to your immediate supervisor immediately

## **OCCUPATIONAL SAFETY**

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

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

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

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

## **ACCIDENT/INCIDENT REPORTING**

It is the duty of every employee to immediately, or as soon as is practical, report any accident or injury occurring during work or on School premises to their immediate supervisor and to Human Resources so that arrangements can be made for medical or first aid treatment.

## **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 a fire by calling 911 and then notify administration by calling 818-758-6525. If the classroom or office telephone is out of service, notify the Main Office via an

adult runner – do not use students as runners! Additional information regarding reporting of fires and other emergencies can be found in the BCCHS Emergency Guidebook located in each classroom and office.

## **EMPLOYEE WAGES AND HEALTH BENEFITS**

### **PAY PERIODS**

Pay periods at BCCHS depend on the employee’s classification.

Certificated/exempt employees are paid on the last working day of the month.

Classified employees are paid twice monthly, once on the 15<sup>th</sup> day of the month and once on the last working day of the month.

If any dates of the above scheduled pay dates fall on a Saturday, Sunday or holiday, payment shall be made on the preceding scheduled workday.

### **PAYROLL WITHHOLDINGS**

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

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

Certificated employees are not subject to Social Security or State Disability Insurance withholdings.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee’s payroll check, among other options. In no case shall a deduction made from an employee’s payroll check exceed twenty-five percent (25%) of the employee’s net disposable earnings for each payroll amount. However, an employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School

shall provide employees with advance written notice of the deduction prior to the pay period where it will go into effect.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Business Office/Payroll for an explanation.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Business Office/Payroll. The office maintains a supply of these forms.

All Federal, State and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Business Office/Payroll and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

### **OVERTIME PAY**

Certificated employees and all managers are exempt from receiving overtime pay. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. The School will attempt to distribute overtime evenly and accommodate individual schedules. **All overtime work must be previously authorized by the employee's immediate supervisor.** The School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as described in earlier in this Handbook.

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

### **WAGE ATTACHMENTS AND GARNISHMENTS**

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

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

## **MEDICAL BENEFITS**

All regular employees with an assignment of thirty (30) hours or more per week are entitled to benefits under the School's paid medical and life insurance plans, as may be in effect from time to time. The School reserves the right to change or terminate medical plans or other benefits at any time consistent with any applicable collective bargaining agreements.

### **Eligibility**

An employee is eligible for medical coverage if he or she is a regular employee working for the School at least thirty (30) hours per week. Employees may elect not to be covered by a school plan, provided they have other insurance and present evidence of such to the Human Resources Office.

### **When Coverage Starts**

New full-time employees of the School will be eligible for coverage the first of the month following a thirty (30) day waiting period after beginning employment with the School. Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following a thirty (30) day waiting period after the effective date of the change.

## **COBRA BENEFITS**

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

Medical coverage for an employee, his/her spouse or domestic partner 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 or domestic partner 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 or domestic partner become divorced or legally separated;

- The employee becomes eligible for Medicare coverage, but his/her spouse or domestic partner 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 or domestic partners 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 is 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, domestic partner 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, domestic partner or child, as applicable) may have;
- BCCHS stops providing group health benefits;
- The employee (or the employee's spouse, domestic partner or child) becomes 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.

## **SELECTION PROCESS**

All open positions will be posted on EdJoin. The selection process will be managed by Human Resources using established procedures and protocols consistent with any applicable CBA and federal and state law.

## **PROMOTIONS**

BCCHS maintains an interest in providing opportunities for advancement within the School if such opportunities are available. Accordingly, present employees of the School may be considered for promotions and **may** be preferred for promotion before any new employees are hired to fill vacancies that may arise. Of course, the School retains sole discretion to determine the factors to be applied in any promotion decision, and the relative weight of the factors, in accordance with applicable law and any applicable CBA.



## **WORK ASSIGNMENTS**

In addition to specific duties that are required as a part of an individual's job responsibilities, from time to time, employees may be required to perform duties or tasks of a fellow employee who is absent or for a position that is temporarily vacant. The employee will be compensated at the regular rate of pay while performing other assigned duties on a temporary basis.

## **MILEAGE REIMBURSEMENT**

BCCHS will reimburse employees per IRS requirements for miles traveled by the employee in the employee's car while traveling to and returning from required off-site meetings and School-related events.

## **ADVANCES AND LOANS**

BCCHS does not give salary advances or loans to its employees.

## **PERSONNEL EVALUATION AND RECORDKEEPING**

### **EMPLOYEE REVIEWS AND EVALUATION**

Each employee will receive periodic performance reviews conducted by his/her supervisor. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems and varies according to the requirements of the California Education Code and the applicable CBA. All certificated administrators will be evaluated annually.

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

### **PERSONNEL FILES AND RECORD KEEPING PROTOCOLS**

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep Human Resources advised of changes that should be reflected in his/her personnel file. Such changes include: change in name, address, telephone number, marital status, number of dependents, person(s) to notify in case of emergency and transcripts of coursework completed. Prompt notification of these changes is essential and will enable the School to make any necessary changes to employee records.

Employees have the right to inspect documents in their personnel files, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel files as provided by law. Employees may add their comments to any disciplinary item in the file. The School will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to Human Resources. Only 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.

**HOLIDAYS, VACATIONS AND LEAVES**

**HOLIDAYS**

BCCHS observes the following as paid holidays. Employees represented by a bargaining unit may have a different holiday schedule, based on their CBA. See Appendix C for 2024-2025 calendar.

Independence Day.....	July 4 (7/4/2024)
Labor Day.....	First Monday in September (9/2/2024)
Veteran’s Day.....	November 11 (11/11/2024)
Thanksgiving.....	Fourth Thursday in November, Wednesday preceding Thanksgiving day and Friday following Thanksgiving (11/27-29/2024)
Christmas.....	December 25 (12/25/2024)
New Year’s Day.....	January 1 (1/1/2025)
Martin Luther King’s Birthday.....	Third Monday in January (1/20/2025)
President’s Day.....	Third Monday in February (2/17/2025)
Memorial Day.....	Last Monday in May (5/31/2025)
Juneteenth.....	June 19 (6/19/2025)

Other non work days during the school year, such as days during the School’s calendared breaks, shall not be paid time for nonexempt employees in active status.

Religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to their immediate supervisor. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. vacation, personal necessity day, as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day.

**VACATION (CLASSIFIED EMPLOYEES)**

Vacation policies, if applicable, are described in the employee's CBA or, for employees not covered by a CBA, individual employment agreements.

Employees may not "cash out" unused vacation time during employment. All accrued/unused vacation not taken at the time an employee leaves employment will be paid upon departure.

Vacations need to be scheduled with the appropriate supervisor with sufficient notice so as to not disrupt the workplace.

## **LEAVES**

The sections below generally describe types of leave. Where the information below conflicts with an applicable CBA, the CBA prevails.

### **UNPAID LEAVE OF ABSENCE**

BCCHS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

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

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

### **SICK LEAVE**

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, The School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, siblings or a designated person (i.e., one who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least two (2) hours per week, and work for thirty (30) days within the span of a single calendar year from the commencement of employment. Unless specified otherwise in an individual employment agreement or collective bargaining agreement, sick days are provided at a rate of one (1) day per working month, based on the employee's scheduled hours of work per day. All eligible employees shall be credited with their bank of sick leave at the beginning of each year.

Substitute and temporary employees cannot use paid sick leave until the ninetieth (90<sup>th</sup>) calendar day following the employee's start date. Sick leave must be taken by employees in increments of one (1) hour. To be eligible for paid sick leave, employees must provide proper notification of absence as noted in the Attendance/Tardiness policy. Employees must give this notification for each day of absence. Employees may be required to submit, in writing, the reason or reasons for continued sick leave, the estimated date of return and whether any supplemental income payments are being received or whether application for such payments is pending.

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

Pursuant to the terms of any applicable CBA, a limited number of sick leave days may be used for personal necessity as defined therein. Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

Any unused sick days may be carried over to the following year or years. Unused sick days accumulate in both CalSTRS and CalPERS and, upon retirement, may be used to positively affect years of service.

## **FAMILY CARE AND MEDICAL LEAVE**

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

### **Employee Eligibility Criteria**

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

employees).

### **Events That May Entitle an Employee to FMLA/CFRA Leave**

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

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).
  - a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse/domestic partner of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
  - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
  - c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
  - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, sibling or designated person for CFRA purposes. “Designated person” refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship.
4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an

impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

### **Amount of FMLA/CFRA Leave Which May Be Taken**

1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
3. The “twelve (12) month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period measured forward from the date of the employee’s first FMLA and/or CFRA leave usage.
4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

### **Pay during FMLA/CFRA Leave**

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

unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

## **Health Benefits**

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

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

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

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

## **Seniority**

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

## **Medical Certifications**

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary

in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.

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

### **Procedures for Requesting and Scheduling FMLA/CFRA Leave**

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to Human Resources. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### **Return to Work**



1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

### **Employment during Leave**

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

### **PREGNANCY DISABILITY LEAVE**

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

### **Employee Eligibility Criteria**

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

### **Events That May Entitle an Employee to Pregnancy Disability Leave**

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

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or

- childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

### **Duration of Pregnancy Disability Leave**

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

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

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

### **Pay during Pregnancy Disability Leave**

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

### **Health Benefits**

The School shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12)-month period. BCCHS can

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

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

## **Seniority**

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

## **Medical Certifications**

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

## **Requesting and Scheduling Pregnancy Disability Leave**

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Human Resources Department. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is

qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

## **Return to Work**

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
  - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
  - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.  
(A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.)
2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with School policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

## **Employment during Leave**

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

## **NEW PARENT LEAVE ACT LEAVE**

California's New Parent Leave Act ("NPLA") provides eligible employees the opportunity to take up to twelve (12) weeks of unpaid leave to bond with a new child within one (1) year of the child's birth, adoption or foster care placement. The maximum amount of leave an employee may use under this policy is twelve (12) weeks within a twelve (12)-month period.

For further information regarding eligibility, use of accrued or paid leave, maintenance of health benefits, etc., employees may refer to the FMLA/ CFRA policy above which mirrors the primary requirements of NPLA leave. Employees who wish to pursue such a leave must immediately notify Human Resources for additional details and notification and participation requirements.

## **MILITARY AND MILITARY SPOUSAL LEAVE OF ABSENCE**

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

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

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

receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse/domestic partner will be on leave from deployment during the time that the employee requests leave.

### **INDUSTRIAL INJURY LEAVE (WORKERS' COMPENSATION)**

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

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

To ensure the receipt of any worker's compensation benefits to which the employee may be entitled, he or she will need to:

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

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

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to Human Resources. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing

along with any medical treatment provided to the employee.

### **JURY SERVICE/WITNESS LEAVE**

Except for members of a bargaining unit whose terms are to the contrary, employees who are summoned to report for jury duty will be granted a paid absence for up to ten (10) days when they notify and submit a copy of the original summons for jury duty to their supervisor and Human Resources. The School reserves the right to require that the employee seek to be excused from or request postponement of jury service if the absence from work would create a hardship to BCCHS. Employees shall reimburse the School in the amount of the statutory fees which the employee has received for attendance as a juror. Employees are to report to work on any day, or portion thereof that is not actually spent in the performance of jury service. For each week of jury duty, a certificate of jury service shall be certified by the Court and filed with BCCHS no later than Wednesday of the following week.

An employee who is requested to serve as a witness on behalf of the School will be granted a witness leave at regular pay for such time as it is necessary to comply with the request. Paid witness leave shall not be granted to an employee subpoenaed as an expert witness, as a party in a case, or as a lay witness other than as delineated above.

### **VOTING LEAVE**

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

### **BEREAVEMENT LEAVE**

Unless stated to the contrary in an applicable CBA, 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 aunt, uncle, grandparent, grandchild, domestic partner, parent-in-law, or any such family member of spouse or cohabitant who is the equivalent of a spouse). Full-time employees are entitled to three (3) consecutive days of pay during bereavement leave, and five (5) consecutive days of pay if out of state travel is required. For all other employees, bereavement leave shall be unpaid unless an employee elects to use available accrued/unused paid leave. Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. Upon request, an employee may be required to provide documentation of the death of a covered family member. Bereavement leave must be completed within three (3) months of the covered family member's date of death.

## **REPRODUCTIVE LOSS LEAVE**

BCCHS grants time off to eligible employees in the event employees suffer a qualifying reproductive loss event as defined in this policy. To be eligible for reproductive loss leave, employees must be employed for at least 30 days prior to starting leave. If employees are eligible and experience a reproductive loss event, employees may take up to five (5) days of reproductive loss leave.

For purposes of this policy, a reproductive loss event is the day, or the final day for a multiple day event, of one of the following:

- Failed adoption: The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, if you would have been a parent of the adoptee if the adoption had been completed.
- Failed surrogacy: The dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, if you would have been a parent of a child born as a result of the surrogacy.
- Miscarriage: May be a miscarriage by you, your current spouse or domestic partner, or by another individual if you would have been a parent of a child born as a result of the pregnancy.
- Stillbirth: May be a stillbirth resulting from your pregnancy, the pregnancy of your current spouse or domestic partner, or another individual if you would have been a parent of a child born as a result of the pregnancy.
- Unsuccessful assisted reproduction: An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure (i.e., artificial insemination or an embryo transfer, including gamete and embryo donation). Assisted reproduction does not include reproduction through sexual intercourse. This event applies to you, your current spouse or domestic partner, or another individual, if you would have been a parent of a child born as a result of the pregnancy.

The days of reproductive leave do not need to be taken consecutively. However, employees must complete reproductive loss leave within three (3) months of the qualifying reproductive loss event. As an exception, if, prior to or immediately following a qualifying reproductive loss event, employees are on or choose to go on Pregnancy Disability Leave (“PDL”), leave under the California Family Rights Act (“CFRA”), or any other leave provided by state or federal law, then employees may complete reproductive loss leave within three (3) months of the end of the other leave, at which time any remaining unused reproductive loss leave will expire.

Reproductive loss leave is unpaid; however, employees may choose to use previously accrued and unused paid leave time. If employees experience more than one reproductive loss event within a 12-month period, employees can receive another five (5) days of reproductive loss



leave. Employees are limited to a total of twenty (20) days of reproductive loss leave within a twelve (12) month period.

Any information provided to the School related to this leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

### **PERSONAL LEAVE OF ABSENCE**

Employees may request a personal leave of absence with or without pay. Requests must be submitted in writing to Human Resources. Employees will receive either written approval or denial of the request. No vacation time or sick leave is accrued during any type of unpaid leave.

### **SCHOOL APPEARANCE AND ACTIVITIES LEAVE**

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

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

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

### **BONE MARROW AND ORGAN DONOR LEAVE**

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

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

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

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

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

### **VICTIMS OF ABUSE LEAVE**

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

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

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

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

acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, the School will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the CEO/Principal.

### **ADULT LITERACY LEAVE**

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

### **DRUG & ALCOHOL REHABILITATION LEAVE**

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

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

### **VOLUNTEER CIVIL SERVICE LEAVE/TRAINING**

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

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

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

### **CIVIL AIR PATROL LEAVE**

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

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

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

### **RETURNING FROM LEAVE OF ABSENCE**

Employees cannot return from a medical leave of absence without first providing documentation from a doctor that the employee is cleared to return to work. If the doctor determines that modifications of the employee's workday and/or duties are necessary, an interactive meeting will be scheduled.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give Human Resources thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. Employees needing furthermore information regarding Leaves of Absence should be sure to consult the Human Resources Department.

## **DISCIPLINE AND TERMINATION OF EMPLOYMENT**

### **RULES OF CONDUCT**

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

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by

employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees officially off their jobs are prohibited from engaging in such activities with other employees who are performing their work tasks.

4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness, excused or unexcused.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.
26. Unprofessional conduct.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

### **OFF-DUTY CONDUCT**

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or

immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

### **ADDITIONAL OUTSIDE EMPLOYMENT**

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

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. 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.

### **EMPLOYMENT SEPARATION**

#### **Resignation/Termination of Employment**

Nonexempt employees are requested to provide a minimum of two (2) weeks' written notice of their intent to resign. Exempt employees are requested to provide a minimum of four (4) weeks' written notice. The notice of resignation to voluntarily terminate employment with the School should be submitted to your supervisor and Human Resources. An exit interview may be requested.

Upon termination of employment, an employee will be entitled to all earned but unused vacation pay. If the employee is participating in the medical and/or dental plan, he/she will be provided information on his/her rights under COBRA

#### **Return of School Property**

Any school property issued to employees, such as computer equipment, keys, tools, parking passes or school credit cards, must be returned to the School at the time of termination. Employees will be responsible for any lost or damaged items.

## **INTERNAL COMPLAINT REVIEW**

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the CEO/Principal or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

### **Internal Complaints (Complaints by Employees against Employees)**

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

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the CEO/Principal and Human Resources:

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

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

### **Policy for Complaints against Employees (Complaints by Third Parties against Employees)**

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

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the CEO/Principal or Board President (if the complaint concerns the CEO/Principal) as soon as possible after the events that give rise to the complainant’s concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, CEO/Principal and Human Resources shall abide by the following process:

1. The CEO/Principal and Human Resources shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the CEO/Principal (or designee) finds that a complaint against an employee is valid, the CEO/Principal (or designee) may take appropriate disciplinary action against the employee. As appropriate, the CEO/Principal (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The CEO/Principal's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

### **General Requirements**

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the CEO/Principal) or the CEO/Principal and Human Resources will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

### **AMENDMENT TO EMPLOYEE HANDBOOK**

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

The School reserves the right to amend, delete or otherwise modify this Handbook at any time, provided that such modifications are in writing and duly approved by the employer.

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



APPENDIX A

**HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM**

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

*If you are an employee of the School, you may file this form with the Human Resources Department or Board President.*

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

*BCCHS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.*

*In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.*

*Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.*

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you believe harassed, or discriminated or retaliated against you or someone else:

\_\_\_\_\_  
\_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

\_\_\_\_\_  
Where did the incident(s) occur? \_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

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I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B**

**INTERNAL COMPLAINT FORM**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you have a complaint against: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

To be completed by School:

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX C – 2024-2025 WORK CALENDARS

BOCIS 2024-25  
Classified - 10 Month Employees (196)  
C Basis - Full Year

Month	Mon	Tues	Wed	Thurs	Fri	Notes	Work Days	Paid Holidays	Total Paid Days	Unpaid/Unassigned	Off Basis Days	Total Days
Aug				1	2	8/1 - 8/2 Off Basis Non-Work Days (2 days)	19	0	19	1	2	22
	5	6	7	8	9							
	12	13	14	15	16							
	19	20	21	22	23							
	26	27	28	29	30	8/30 Unpaid Unassigned Day						
Sept	2	3	4	5	6	9/2 Labor Day Holiday	20	1	21	0	0	21
	9	10	11	12	13							
	16	17	18	19	20							
	23	24	25	26	27							
	30											
Oct		1	2	3	4	10/3 Unpaid Unassigned Day	22	0	22	1	0	23
	7	8	9	10	11							
	14	15	16	17	18							
	21	22	23	24	25							
	28	29	30	31								
Nov					1		15	4	19	2	0	21
	4	5	6	7	8							
	11	12	13	14	15	11/11 Veteran's Day Holiday						
	18	19	20	21	22	11/25 & 11/26 Unpaid Unassigned Days (2 days)						
	25	26	27	28	29	11/27, 11/28 & 11/29 Thanksgiving Holiday (3 days)						
Dec	2	3	4	5	6		10	2	12	10	0	22
	9	10	11	12	13							
	16	17	18	19	20	12/16 - 12/24, 12/26 - 12/30 Unpaid Unassigned Days (10 days)						
	23	24	25	26	27	12/25 Christmas Day Holiday						
	30	31				12/31 New Year's Eve Holiday						
Jan			1	2	3	1/1 New Year's Day Holiday, 1/2 & 1/3 Unpaid Unassigned Days (2 days)	19	2	21	2	0	23
	6	7	8	9	10							
	13	14	15	16	17							
	20	21	22	23	24	1/20 Martin Luther King Jr. Day Holiday						
	27	28	29	30	31							
Feb	3	4	5	6	7		19	1	20	0	0	20
	10	11	12	13	14							
	17	18	19	20	21	2/17 President's Day Holiday						
	24	25	26	27	28							
Mar	3	4	5	6	7		20	0	20	1	0	21
	10	11	12	13	14							
	17	18	19	20	21							
	24	25	26	27	28							
	31					3/31 Unpaid Unassigned Day						
Apr		1	2	3	4		16	0	16	6	0	22
	7	8	9	10	11							
	14	15	16	17	18	4/14 - 4/18 Unpaid Unassigned Days (5 days)						
	21	22	23	24	25	4/24 Unpaid Unassigned Day						
	28	29	30									
May				1	2		21	1	22	0	0	22
	5	6	7	8	9							
	12	13	14	15	16							
	19	20	21	22	23							
	26	27	28	29	30	5/26 Memorial Day Holiday						
June	2	3	4	5	6	6/6 - 6/30 Off Basis Non-Work Days (17 days)	4	0	4	0	17	21
	9	10	11	12	13							
	16	17	18	19	20							
	23	24	25	26	27							
	30											
<b>Total</b>							<b>185</b>	<b>11</b>	<b>196</b>	<b>23</b>	<b>19</b>	<b>238</b>

Holiday  
Unpaid Unassigned  
Off Basis Non-Work Days

BOCHS 2024-25  
 Classified - 12 Month Employees (261) Campus Aides  
 A Basis - Full Year

Month	Mon	Tues	Wed	Thurs	Fri	Notes	Work Days	Paid Holidays	Total Paid Days
Jul	1	2	3	4	5	7/4 Fourth of July Holiday	22	1	23
	8	9	10	11	12				
	15	16	17	18	19				
	22	23	24	25	26				
	29	30	31						
Aug				1	2		22	0	22
	5	6	7	8	9				
	12	13	14	15	16				
	19	20	21	22	23				
	26	27	28	29	30				
Sept	2	3	4	5	6	9/2 Labor Day Holiday	20	1	21
	9	10	11	12	13				
	16	17	18	19	20				
	23	24	25	26	27				
	30								
Oct		1	2	3	4		23	0	23
	7	8	9	10	11				
	14	15	16	17	18				
	21	22	23	24	25				
	28	29	30	31					
Nov					1		17	4	21
	4	5	6	7	8				
	11	12	13	14	15	11/11 Veteran's Day Holiday			
	18	19	20	21	22				
	25	26	27	28	29	11/27, 11/28 & 11/29 Thanksgiving Holiday (3 days)			
Dec	2	3	4	5	6		20	2	22
	9	10	11	12	13				
	16	17	18	19	20				
	23	24	25	26	27	12/25 Christmas Day Holiday			
	30	31				12/31 New Year's Eve Holiday			
Jan			1	2	3	1/1 New Year's Day Holiday	21	2	23
	6	7	8	9	10				
	13	14	15	16	17				
	20	21	22	23	24	1/20 Martin Luther King Jr. Day Holiday			
	27	28	29	30	31				
Feb	3	4	5	6	7		19	1	20
	10	11	12	13	14				
	17	18	19	20	21	2/17 President's Day Holiday			
	24	25	26	27	28				
Mar	3	4	5	6	7		21	0	21
	10	11	12	13	14				
	17	18	19	20	21				
	24	25	26	27	28				
	31								
Apr		1	2	3	4		22	0	22
	7	8	9	10	11				
	14	15	16	17	18				
	21	22	23	24	25				
	28	29	30						
May				1	2		21	1	22
	5	6	7	8	9				
	12	13	14	15	16				
	19	20	21	22	23				
	26	27	28	29	30	5/26 Memorial Day Holiday			
June	2	3	4	5	6		20	1	21
	9	10	11	12	13				
	16	17	18	19	20	6/19 Juneteenth Holiday			
	23	24	25	26	27				
	30								
<b>Total</b>							<b>248</b>	<b>13</b>	<b>261</b>

Holiday

BCCHS 2024-25  
Classified - 12 Month Employees (258)  
A Basis - Full Year

Month	Mon	Tues	Wed	Thurs	Fri	Notes	Work Days	Paid Holidays	Total Paid Days	Unpaid/Unassigned	Total Days
Jul	1	2	3	4	5	7/4 Fourth of July Holiday	22	1	23	0	23
	8	9	10	11	12						
	15	16	17	18	19						
	22	23	24	25	26						
	29	30	31								
Aug				1	2		22	0	22	0	22
	5	6	7	8	9						
	12	13	14	15	16						
	19	20	21	22	23						
	26	27	28	29	30						
Sept	2	3	4	5	6	9/2 Labor Day Holiday	20	1	21	0	21
	9	10	11	12	13						
	16	17	18	19	20						
	23	24	25	26	27						
	30										
Oct		1	2	3	4		23	0	23	0	23
	7	8	9	10	11						
	14	15	16	17	18						
	21	22	23	24	25						
	28	29	30	31							
Nov					1		17	4	21	0	21
	4	5	6	7	8						
	11	12	13	14	15						
	18	19	20	21	22						
	25	26	27	28	29						
Dec	2	3	4	5	6		15	2	17	5	22
	9	10	11	12	13						
	16	17	18	19	20						
	23	24	25	26	27						
	30	31									
Jan			1	2	3	1/1 New Year's Day Holiday	21	2	23	0	23
	6	7	8	9	10						
	13	14	15	16	17						
	20	21	22	23	24						
	27	28	29	30	31						
Feb	3	4	5	6	7		19	1	20	0	20
	10	11	12	13	14						
	17	18	19	20	21						
	24	25	26	27	28						
Mar	3	4	5	6	7		21	0	21	0	21
	10	11	12	13	14						
	17	18	19	20	21						
	24	25	26	27	28						
	31										
Apr		1	2	3	4		22	0	22	0	22
	7	8	9	10	11						
	14	15	16	17	18						
	21	22	23	24	25						
	28	29	30								
May				1	2		21	1	22	0	22
	5	6	7	8	9						
	12	13	14	15	16						
	19	20	21	22	23						
	26	27	28	29	30						
June	2	3	4	5	6		20	1	21	0	21
	9	10	11	12	13						
	16	17	18	19	20						
	23	24	25	26	27						
	30										
<b>Total</b>							<b>243</b>	<b>13</b>	<b>256</b>	<b>5</b>	<b>261</b>

Holiday  
Unpaid Unassigned

BCCIB 2024-25  
 Classified - 11 Month Employees (210)  
 B Basis - Full Year

Month	Mon	Tue	Wed	Thurs	Fri	Notes	Work Days	Paid Holidays	Total Paid Days	Unpaid/Unassigned	Off Basis Days	Total Days
Jul	1	2	3	4	5	7/1 - 7/19 Off Basis Non-Work Days (15 days)	8	0	0	0	15	20
	8	9	10	11	12							
	15	16	17	18	19							
	22	23	24	25	26							
	29	30	31									
Aug				1	2		21	0	21	0	0	20
	5	6	7	8	9							
	12	13	14	15	16							
	19	20	21	22	23							
	26	27	28	29	30	8/30 Unpaid Unassigned Day						
Sept	2	3	4	5	6	9/2 Labor Day Holiday	20	1	21	0	0	21
	9	10	11	12	13							
	16	17	18	19	20							
	23	24	25	26	27							
	30											
Oct		1	2	3	4	10/3 Unpaid Unassigned Day	20	0	20	0	0	20
	7	8	9	10	11							
	14	15	16	17	18							
	21	22	23	24	25							
	28	29	30	31								
Nov					1		19	4	19	2	0	21
	4	5	6	7	8							
	11	12	13	14	15	11/11 Veterans Day Holiday						
	18	19	20	21	22	11/25 & 11/26 Unpaid Unassigned Days (2 days)						
	25	26	27	28	29	11/27, 11/28 & 11/29 Thanksgiving Holiday (3 days)						
Dec	2	3	4	5	6		19	2	19	10	0	20
	9	10	11	12	13							
	16	17	18	19	20	12/16 - 12/24, 12/26 - 12/30 Unpaid Unassigned Days (10 days)						
	23	24	25	26	27	12/25 Christmas Day Holiday						
	30	31				12/31 New Year's Eve Holiday						
Jan			1	2	3	1/1 New Year's Day Holiday, 1/2 & 1/3 Unpaid Unassigned Days (2 days)	19	2	21	2	0	20
	6	7	8	9	10							
	13	14	15	16	17							
	20	21	22	23	24	1/20 Martin Luther King Jr. Day Holiday						
	27	28	29	30	31							
Feb	3	4	5	6	7		19	1	20	0	0	20
	10	11	12	13	14							
	17	18	19	20	21	2/17 President's Day Holiday						
	24	25	26	27	28							
Mar	3	4	5	6	7		20	0	20	1	0	21
	10	11	12	13	14							
	17	18	19	20	21							
	24	25	26	27	28							
	31					3/31 Unpaid Unassigned Day						
Apr		1	2	3	4		17	0	17	5	0	20
	7	8	9	10	11							
	14	15	16	17	18	4/14 - 4/18 Unpaid Unassigned Days (5 days)						
	21	22	23	24	25							
	28	29	30									
May				1	2		21	1	22	0	0	20
	5	6	7	8	9							
	12	13	14	15	16							
	19	20	21	22	23							
	26	27	28	29	30	5/26 Memorial Day Holiday						
June	2	3	4	5	6		7	0	7	0	14	21
	9	10	11	12	13	6/11 - 6/30 Off Basis Non-Work Days (14 days)						
	16	17	18	19	20							
	23	24	25	26	27							
	30											
<b>Total</b>							<b>189</b>	<b>11</b>	<b>200</b>	<b>22</b>	<b>20</b>	<b>201</b>

Holiday  
 Unpaid Unassigned  
 Off Basis Non-Work Days

BCHS 2024-25  
 Certified - 10 Month Employees (200)  
 C Basis - Full Year

	Mon	Tues	Wed	Thurs	Fri	Notes	Work Days	Paid Holidays	Total Paid Days	Unassigned Day	Off Basis Days	Total Days
Aug				1	2	8/1-8/2 Professional Development (2 days)	21	0	21	1	0	22
	5	6	7	8	9							
	12	13	14	15	16							
	19	20	21	22	23							
	26	27	28	29	30	8/30 Unassigned Day						
Sept	2	3	4	5	6	9/2 Labor Day Holiday	20	1	21	0	0	21
	9	10	11	12	13							
	16	17	18	19	20							
	23	24	25	26	27							
	30											
Oct		1	2	3	4	10/5 Unassigned Day	22	0	22	1	0	23
	7	8	9	10	11							
	14	15	16	17	18							
	21	22	23	24	25							
	28	29	30	31								
Nov					1		15	6	21	0	0	21
	4	5	6	7	8							
	11	12	13	14	15	11/11 Veteran's Day Holiday						
	18	19	20	21	22							
	25	26	27	28	29	11/25 - 11/29 Holiday Break						
Dec	2	3	4	5	6		10	12	22	0	0	22
	9	10	11	12	13							
	16	17	18	19	20	12/16 - 12/31 Holiday Break (12 days)						
	23	24	25	26	27							
	30	31										
Jan			1	2	3	1/1 - 1/3 Off Basis Non-Work Days (3 days)	19	1	20	0	2	23
	6	7	8	9	10							
	13	14	15	16	17							
	20	21	22	23	24	1/20 Martin Luther King Jr. Day Holiday						
	27	28	29	30	31							
Feb	3	4	5	6	7		19	1	20	0	0	20
	10	11	12	13	14							
	17	18	19	20	21	2/17 President's Day Holiday						
	24	25	26	27	28							
Mar	3	4	5	6	7		20	0	20	1	0	21
	10	11	12	13	14							
	17	18	19	20	21							
	24	25	26	27	28							
	31					3/31 Unassigned Day						
Apr		1	2	3	4		16	0	16	1	5	22
	7	8	9	10	11							
	14	15	16	17	18	4/14 - 4/18 Off Basis Non-Work Days (5 days)						
	21	22	23	24	25	4/24 Unassigned Day						
	28	29	30									
May				1	2		21	1	22	0	0	22
	5	6	7	8	9							
	12	13	14	15	16							
	19	20	21	22	23							
	26	27	28	29	30	5/26 Memorial Day Holiday						
June	2	3	4	5	6	6/06 - 6/30 Off Basis Non-Work Days (17 days)	4	0	4	0	17	21
	9	10	11	12	13							
	16	17	18	19	20							
	23	24	25	26	27							
	30											
<b>Total</b>							<b>187</b>	<b>22</b>	<b>209</b>	<b>4</b>	<b>25</b>	<b>238</b>

Unassigned Day
Off Basis Non-Work Days
Staff PD
Holiday



BCCHS 2024-25  
 Certificated - 11 Month Employees (223) FLEX  
 B Basis - Full Year

	Mon	Tues	Wed	Thurs	Fri	Notes	Work Days	Paid Holidays	Total Paid Days	Unassigned Day	Off Basis Days	Total Days
Jul	1	2	3	4	5	7/1 - 7/19 Off Basis Non-Work Days (15 days)	8	0	8	0	15	23
	8	9	10	11	8							
	15	16	17	18	19							
	22	23	24	25	26	7/22 First Day Of Work						
	29	30	31									
Aug				1	2	8/1-8/2 Professional Development (2 days)	21	0	21	1	0	22
	5	6	7	8	9							
	12	13	14	15	16							
	19	20	21	22	23							
	26	27	28	29	30	8/30 Unassigned Day						
Sept	2	3	4	5	6	9/2 Labor Day Holiday	20	1	21		0	21
	9	10	11	12	13							
	16	17	18	19	20							
	23	24	25	26	27							
	30											
Oct		1	2	3	4	10/3 Unassigned Day	22	0	22	1	0	23
	7	8	9	10	11							
	14	15	16	17	18							
	21	22	23	24	25							
	28	29	30	31								
Nov					1		19	6	21	0	0	21
	4	5	6	7	8							
	11	12	13	14	15	11/11 Veteran's Day Holiday						
	18	19	20	21	22							
	25	26	27	28	29	11/25 - 11/29 Holiday Break						
Dec	2	3	4	5	6		19	12	22	0	0	22
	9	10	11	12	13							
	16	17	18	19	20	12/16 - 12/31 Holiday Break (12 days)						
	23	24	25	26	27							
	30	31										
Jan			1	2	3	1/1 - 1/3 Off Basis Non-Work Days (3 days)	19	1	20		3	23
	6	7	8	9	10							
	13	14	15	16	17							
	20	21	22	23	24	1/20 Martin Luther King Jr. Day Holiday						
	27	28	29	30	31							
Feb	3	4	5	6	7		19	1	20	0	0	20
	10	11	12	13	14							
	17	18	19	20	21	2/17 President's Day Holiday						
	24	25	26	27	28							
Mar	3	4	5	6	7		20	0	20	1	0	21
	10	11	12	13	14							
	17	18	19	20	21							
	24	25	26	27	28							
	31					3/31 Unassigned Day						
Apr		1	2	3	4		19	0	19	1	5	22
	7	8	9	10	11							
	14	15	16	17	18	4/14 - 4/18 Off Basis Non-Work Days (5 days)						
	21	22	23	24	25	4/24 Unassigned Day						
	28	29	30									
May				1	2		21	1	22	0	0	22
	5	6	7	8	9							
	12	13	14	15	16							
	19	20	21	22	23							
	26	27	28	29	30	5/26 Memorial Day Holiday						
June	2	3	4	5	6		19	0	19	0	11	21
	9	10	11	12	13							
	16	17	18	19	20	6/16 - 6/30 Off Basis Non-Work Days (11 days)						
	23	24	25	26	27							
	30											
<b>Total</b>							<b>201</b>	<b>22</b>	<b>223</b>	<b>4</b>	<b>34</b>	<b>261</b>

Unassigned Day  
 Off Basis Non-Work Days  
 Staff PD  
 Holiday

BCCHS 2024-25  
12 Month Employees (256) Administrators & Managers  
A Basis - Full Year

Month	Mon	Tues	Wed	Thurs	Fri	Notes	Work Days	Paid Holidays	Total Paid Days	Unassigned	Total Days	
Jul	1	2	3	4	5	7/4 Fourth of July Holiday	22	1	23	0	23	
	8	9	10	11	12							
	15	16	17	18	19							
	22	23	24	25	26							
	29	30	31									
Aug				1	2		22	0	22	0	22	
	5	6	7	8	9							
	12	13	14	15	16							
	19	20	21	22	23							
	26	27	28	29	30							
Sept	2	3	4	5	6	9/2 Labor Day Holiday	20	1	21	0	21	
	9	10	11	12	13							
	16	17	18	19	20							
	23	24	25	26	27							
	30											
Oct		1	2	3	4		23	0	23	0	23	
	7	8	9	10	11							
	14	15	16	17	18							
	21	22	23	24	25							
	28	29	30	31								
Nov					1		17	4	21	0	21	
	4	5	6	7	8							
	11	12	13	14	15							11/11 Veteran's Day Holiday
	18	19	20	21	22							
	25	26	27	28	29							11/27, 11/28 & 11/29 Thanksgiving Holiday (3 days)
Dec	2	3	4	5	6		15	2	17	5	22	
	9	10	11	12	13							
	16	17	18	19	20							12/23, 12/24, 12/26 - 12/30 Unpaid Unassigned Days (5 days)
	23	24	25	26	27							12/25 Christmas Day Holiday
	30	31										12/31 New Year's Eve Holiday
Jan			1	2	3	1/1 New Year's Day Holiday	21	2	23	0	23	
	6	7	8	9	10							
	13	14	15	16	17							
	20	21	22	23	24							1/20 Martin Luther King Jr. Day Holiday
	27	28	29	30	31							
Feb	3	4	5	6	7		19	1	20	0	20	
	10	11	12	13	14							
	17	18	19	20	21							2/17 President's Day Holiday
	24	25	26	27	28							
Mar	3	4	5	6	7		21	0	21	0	21	
	10	11	12	13	14							
	17	18	19	20	21							
	24	25	26	27	28							
	31											
Apr		1	2	3	4		22	0	22	0	22	
	7	8	9	10	11							
	14	15	16	17	18							
	21	22	23	24	25							
	28	29	30									
May				1	2		21	1	22	0	22	
	5	6	7	8	9							
	12	13	14	15	16							
	19	20	21	22	23							
	26	27	28	29	30							5/26 Memorial Day Holiday
June	2	3	4	5	6		20	1	21	0	21	
	9	10	11	12	13							
	16	17	18	19	20							6/19 Juneteenth Holiday
	23	24	25	26	27							
	30											
<b>Total</b>							<b>243</b>	<b>13</b>	<b>256</b>	<b>5</b>	<b>261</b>	

Holiday  
Unpaid Unassigned

## APPENDIX D – TITLE IX POLICY



### **TITLE IX POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF SEX**

This Title IX Policy Prohibiting Discrimination on the Basis of Sex (“Policy”) contains the policies and grievance procedures of Birmingham Community Charter High School (“BCCHS”) to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

BCCHS does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.<sup>1</sup> BCCHS will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in BCCHS’s education programs or activities on or after August 1, 2024 including, but not limited to, incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom BCCHS does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as “Title IX”) may be referred to the BCCHS Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

#### **Definitions**

##### **Prohibited Sex Discrimination**

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by BCCHS. Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

##### **Prohibited Sex-Based Harassment**

Under Title IX, “sex-based harassment” means conduct on the basis of sex that satisfies one or more of the following:

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<sup>1</sup> Birmingham Community Charter High School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by BCCHS to provide an aid, benefit, or service under BCCHS's education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.
- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from BCCHS's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - The degree to which the conduct affected the complainant's ability to access BCCHS's education program or activity;
  - The type, frequency, and duration of the conduct;
  - The parties' ages, roles within BCCHS's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - The location of the conduct and the context in which the conduct occurred; and
  - Other sex-based harassment in BCCHS's education program or activity.
- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
- Dating violence, meaning violence committed by a person:
  - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - The length of the relationship;
    - The type of relationship; and
    - The frequency of interaction between the persons involved in the relationship.
- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
  - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
  - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
  - Shares a child in common with the victim; or
  - Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.
- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - Fear for the person's safety or the safety of others; or
  - Suffer substantial emotional distress.

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c)

the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through BCCHS.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
  - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
  - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

**Complainant** means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in BCCHS's education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) BCCHS's Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or

other person who was participating or attempting to participate in BCCHS's education program or activity at the time of the alleged sex discrimination.

**Complaint** means an oral or written request to BCCHS that objectively can be understood as a request for BCCHS to investigate and make a determination about alleged sex discrimination.

**Confidential Employee** means an employee of BCCHS whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom BCCHS has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

**Party** means a complainant or respondent.

**Respondent** means a person who is alleged to have violated BCCHS's prohibition on sex discrimination.

**Supportive Measures** are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to BCCHS's education program or activity, including measures that are designed to protect the safety of the parties or BCCHS's educational environment; or (2) provide support during BCCHS's grievance procedures or during an informal resolution process.

### **Title IX Coordinator**

The Board of Directors of BCCHS ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Missindy Wilkins, Administrative Director  
Birmingham Community Charter High School  
17000 Haynes Street, Lake Balboa, CA 91406  
Phone: 818-758-5200  
Email: [m.wilkins@birminghamcharter.com](mailto:m.wilkins@birminghamcharter.com)

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

Tommy Elmore, Administrative Director  
Birmingham Community Charter High School  
17000 Haynes Street, Lake Balboa, CA 91406  
Phone: 818-758-5200  
Email: [t.elmore@birminghamcharter.com](mailto:t.elmore@birminghamcharter.com)

The Coordinator is responsible for coordinating BCCHS's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decisionmaker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to

one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure BCCHS's consistent compliance with Title IX.

### **Reporting Sex Discrimination**

All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Principal, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. BCCHS will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

### **Privacy**

BCCHS acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes, but is not limited to, keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

### **Retaliation**

BCCHS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes BCCHS from requiring an employee or other person authorized by BCCHS to provide aid, benefit, or service under BCCHS's education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

### **Confidential Employees**

Contact information for the confidential employees at BCCHS, if any, can be found on the BCCHS website or obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

### **Coordinator's Response to Reports of Sex Discrimination**

When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;
- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;
- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;
- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether BCCHS could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents BCCHS from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.



The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within BCCHS's education program or activity.

### **Supportive Measures**

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or BCCHS's educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact Ari Bennett, Principal/ CEO at [a.bennett@birminghamcharter.com](mailto:a.bennett@birminghamcharter.com), who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of BCCHS's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

### **Informal Resolution**

At any time prior to determining whether sex discrimination occurred under BCCHS's Title IX grievance procedures, BCCHS may offer an informal resolution process to the parties. BCCHS does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- The allegations;
- The requirements of the informal resolution process;
- The right to withdraw and initiate or resume the grievance procedures;
- That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;

- The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and
- What information is retained and whether and how it may be disclosed by BCCHS for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. BCCHS will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decisionmaker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

## **Grievance Procedures**

### **Scope and General Requirements**

BCCHS has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in BCCHS's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

BCCHS requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

BCCHS will treat complainants and respondents equitably. BCCHS presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

BCCHS may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

BCCHS allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

BCCHS will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

BCCHS will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.<sup>2</sup> Credibility determinations will not be based on a person’s status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student’s IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (“IDEA”) and Section 504 of the Rehabilitation Act of 1973 (“Section 504”) throughout the grievance procedures.

### **Dismissal**

In most cases, BCCHS will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

BCCHS may dismiss a complaint if:

- BCCHS is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in BCCHS’s education program or activity and is not employed by BCCHS;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and BCCHS determines that, without the complainant’s withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- BCCHS determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, BCCHS will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant’s right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent’s right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable BCCHS policy.

### **Appeal of a Dismissal**

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<sup>2</sup> Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decisionmaker for the appeal, and the parties' right to submit a statement to the decisionmaker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decisionmaker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decisionmaker will notify the parties in writing of the result of the appeal and the rationale for the result.

### **Notice of the Allegations**

Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- BCCHS's grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to BCCHS;
- A statement that retaliation is prohibited; and
- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if BCCHS provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

### **Emergency Removal**

BCCHS may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with BCCHS's policies.

BCCHS may remove a respondent from BCCHS's education program or activity on an emergency basis, in accordance with BCCHS's policies, provided that BCCHS undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

### **Investigation**

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. BCCHS has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by BCCHS to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless BCCHS obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties' timely submitted written responses, if any, will be considered by the investigator and decisionmaker before a determination of responsibility is made.

BCCHS will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

### **Determination of Responsibility**

Before making a determination of responsibility, the decisionmaker may interview parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

### **Appeal of the Determination of Responsibility**

Should a party find BCCHS's determination unsatisfactory, the party may, within five (5) business days of notice of BCCHS's determination, submit a written appeal to the President of the BCCHS Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal must not have taken part in the investigation of the allegations.

The decisionmaker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within

fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

### **Consequences**

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from BCCHS or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by BCCHS including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within BCCHS's education program or activity.

No party, witness, or other person participating in BCCHS's grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on BCCHS's determination whether sex discrimination occurred.

### **Student Pregnancy and Related Conditions**

BCCHS will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the BCCHS employee handbook.

When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to BCCHS's education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of BCCHS's obligations under:
  - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
  - 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide BCCHS's Title IX notice of nondiscrimination; and
- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any BCCHS leave policy for which the student qualifies. A pregnant or parenting student

is entitled to eight weeks of parental leave, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant.

Upon the student's return from leave, the student will be reinstated to the academic status, and, as practicable, to the extracurricular status that the student held when the leave began. The student will not be required to provide any kind of certification demonstrating their ability to physically participate in any class, program, or extracurricular activity unless:

- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- Such certification is required of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for sex discrimination.

Students who are pregnant or have a related condition will not be required to provide supporting documentation unless necessary and reasonable to determine reasonable modifications or additional actions related to lactation space, leaves of absence, or voluntary access to any available separate and comparable portion of the program.

### **Training**

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All employees, Coordinators and designees, investigators, decisionmakers, facilitators of the informal resolution process, and other persons who are responsible for implementing BCCHS's grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

### **Recordkeeping**

BCCHS will maintain the following records for at least seven (7) years:

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.
- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions BCCHS took to meet its obligations under 34 C.F.R. § 106.44.
- All materials used to provide required Title IX training. BCCHS will make these training materials available upon request for inspection by members of the public.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.



**TITLE IX SEX DISCRIMINATION AND HARASSMENT COMPLAINT FORM**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you have a complaint against: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I hereby authorize BCCHS to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.**

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**To be completed by BCCHS:**

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

Follow up Meeting with Complainant held on: \_\_\_\_\_