

The O'Farrell Charter Schools Staff Handbook

The O'Farrell Charter School
& Ingenuity Charter School

August 2025

Staff Handbook

This Staff Handbook (“Handbook”) sets forth the terms and conditions of employment for all employees of The O’Farrell Charter Schools (“School”), which includes The O’Farrell Charter School and Ingenuity Charter School. The School reserves the right to change, suspend, revoke, terminate, or supersede provisions of this Handbook, or the policies and procedures on which they may be based, at any time. However, no modification or change to this Handbook will modify the policy of at-will employment unless specifically set forth in a writing, signed by the Superintendent and the affected employee and approved by the Board of Directors. Some employees of the School may be covered by employment agreements. If terms contained in a specific employment agreement conflict with the policies and procedures contained in this Handbook, the employee shall adhere to his or her employment agreement.

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 All previously issued handbooks and any inconsistent policies or memoranda are superseded.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

It is important that all employees read, understand, and follow the provisions of the Handbook, and sign the acknowledgment form attached hereto. If you need further information, or if you wish to discuss any policy in this Handbook, please feel free to contact the Superintendent or Chief Operations Officer.

Again, welcome to The O’Farrell Charter Schools - we’re so fortunate to have you on our team!

Table of Contents

<u>Article</u>	<u>Topic</u>	<u>Page Number</u>
1	Organizational Operations	6
1.1	Statement of At-Will Employment Status	6
1.2	Open Door Policy	6
1.2.1	Internal Complaint Review Policy	6
1.3	Whistleblower Policy	8
1.4	Workplace Anti-Violence Policy	9
1.4.1	Enforcement/Complaint Procedure	10
1.5	Hiring	10
1.5.1	Certification	10
1.5.2	Tuberculosis Testing	11
1.5.3	Criminal Background Checks	11
1.5.4	Immigration Compliance	12
1.5.5	Posting of Positions and Internal Applicants	12
1.5.6	Hiring Process	12
1.5.7	Initial Placement on the Salary Schedule	13
1.5.8	Certificated Movement on the Salary Schedule	13
1.5.9	Classified Employee Movement on the Salary Schedule	14
1.5.10	CalPERS Pay Rates	14
1.6	Equal Employment Opportunity Is Our Policy	15
2	Discrimination, Unlawful Harassment, Retaliation & Complaint Procedures	16
2.1	Prohibited Unlawful Harassment	17
2.2	Prohibited Unlawful Sexual Harassment	17
2.3	Title IX Notice of Nondiscrimination	19
2.4	How to Report Complaint to Government Agencies	19
3	Employment Policies and Practices	20
3.1	Employee Classifications	20
3.2	Job Duties	21
3.3	Payment of Wages	21
3.4	Overtime	21
3.5	Workday and Workweek	22
3.6	Meal and Rest Periods	22
3.6.1	Meal Periods	22
3.6.2	Rest Periods	24
3.6.3	Daily Meal Period and Rest Period Reporting	24
3.6.4	Responsibilities	25
3.6.5	Discipline	26
3.7	Timekeeping	26
3.7.1	Out of Class Pay	26
3.8	Personnel Records	27
3.9	Employee References	27

3.10	Performance Evaluations	28
3.11	Conflicts of Interest	28
3.12	Discipline	30
3.13	Voluntary Termination	30
4	STANDARDS OF CONDUCT	31
4.1	Prohibited Conduct	31
4.2	Employee-Student Relations Policy	32
4.2.1	Boundaries Defined	32
4.2.2	Acceptable and Unacceptable Behaviors	33
4.2.3	Unacceptable Behaviors	33
4.2.4	Acceptable Behaviors	35
4.2.5	Boundaries Reporting	36
4.2.6	Child Abuse/ Sexual Abuse Reporting	37
4.2.7	Investigating	37
4.2.8	Consequences	37
4.3	Drug and Alcohol Abuse Policy	37
4.3.1	Searches	39
4.3.2	Violations	39
4.4	Schedule and Working Hours	39
4.5	Punctuality and Attendance	40
4.6	Personal Standards	41
4.7	Confidential Information	42
4.8	Employee Acceptable Use Policy	43
4.9	Social Media	47
4.9.1	Scope	47
4.9.2	Standards of Conduct	47
4.9.3	Creating and Using School Social Media	49
4.9.4	Access	49
4.9.5	Discipline	50
4.9.6	Retaliation is Prohibited	50
4.9.7	Social Media Questions	50
5	Operational Considerations	50
5.1	Employer Property	50
5.2	Employee Property	50
5.3	Security	51
5.4	Health and Safety	51
5.5	Smoking Policies	51
5.6	Housekeeping	52
5.7	Lactation Accommodation	52
5.8	Facilities & Equipment	52
5.9	Parking	54
5.10	Conducting Personal Business	54
5.11	Employees Who Are Required to Drive	54
5.11.1	Employees Responsibilities	54
5.11.2	Employees Whose Primary Role Does Not Include Driving	55
5.11.3	Exemptions	56

5.12	Expense Reimbursements	56
6	Employee Benefits/Leaves	56
6.1	Holidays	56
6.2	Vacations	57
6.3	Sick Leave	58
6.3.1	Eligible Employees	59
6.3.2	Permitted Use	59
6.3.3	Regular Employees - Allotment	60
6.3.4	Temporary Employees - Accrual, Cap & Carryover	60
6.3.5	Limits on Use	60
6.3.6	Notification	61
6.3.7	Termination	61
6.3.8	No Discrimination or Retaliation	61
6.4	Bereavement Leave	61
6.5	Family and Medical Leave	61
6.6	Pregnancy Disability Leave	67
6.7	Unpaid Leave of Absence (Medical)	71
6.8	Reproductive Loss Leave	72
6.9	Military and Military Spousal Leave of Absence	72
6.10	Jury Duty/ Witness Duty	73
6.11	Time Off for Voting	73
6.12	Emergency Duty Training Leave	73
6.13	School Appearance and Activities Leave	74
6.14	Leave for Crime Victims and Their Family Members	74
6.15	Right for Victims of Domestic Violence, Sexual Assault & Stalking	74
6.14	Adult Literacy Leave	75
6.15	Alcohol and Drug Rehabilitation Leave	76
6.16	Civil Air Patrol Leave	76
6.17	Leave for Bone Marrow and Organ Donors	76
7	Insurance & Retirement Benefits	77
7.1	Medical Insurance	77
7.2	Disability Insurance (Wage Supplement)	77
7.3	Paid Family Leave (Wage Supplement)	77
7.4	Unemployment Compensation	78
7.5	Social Security	78
7.6	Workers' Compensation Insurance/Injuries	78
7.8	California State Teachers Retirement System ("STRS")	79
7.9	California Public Employees' Retirement System ("PERS")	79
7.10	Retirement	80

1 ORGANIZATIONAL OPERATIONS

1.1 Statement of At-Will Employment Status

Employment at the School is employment at-will. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the School. Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause and with or without notice at any time. Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. No manager, supervisor, or employee of the School has authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Any agreement that alters the "at-will" nature of employment must be set forth in writing signed by the Superintendent and affected employee and approved by the Board of Directors.

1.2 Open Door Policy

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

Likewise, employees with concerns about practices that are believed to be illegal or violate the School's policies are encouraged to report them to their supervisor or Human Resources. Alternatively, employees may report such matters to members of the Board of Directors. Employees who come forward with credible information on practices believed to be illegal or violations of School policy will be protected from retaliation.

1.2.1 Internal Complaint Review Policy

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 Superintendent or Board 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."

1.2.1.1 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 Superintendent or designee:

1. The complainant will bring the matter to the attention of the Superintendent 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 Superintendent or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Superintendent, the complainant may file his or her complaint in a signed writing to the Chair of the School's Board, 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 Chair 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.

1.2.1.2 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 Superintendent or Board Chair (if the complaint concerns the Superintendent) 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, Superintendent (or designee) shall abide by the following process:

1. The Superintendent or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Superintendent (or designee) finds that a complaint against an employee is valid, the Superintendent (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Superintendent (or designee) may also

simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.

3. The Superintendent'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.

1.2.1.3 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 Superintendent) or the Superintendent or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

1.3 Whistleblower Policy

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

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

purported violation shall suffer harassment, retaliation, or adverse employment action.

1.4 Workplace Anti-Violence Policy

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

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

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

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

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

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

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

In certain circumstances, the School may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace

that is free from acts of violence or threats of violence.

1.4.1 Enforcement/Complaint Procedure

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

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

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

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

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

1.5 Hiring

1.5.1 Certification

The School's teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment in accordance with applicable law. The School's teachers must obtain a Certificate of Clearance satisfying the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341. An authorization for the instruction of English Learners is required for all teaching positions. The School's administrators are required to hold a current California Administrative Services Credential or Pupil Personnel Services credential, unless otherwise approved by the Superintendent.

Should a teacher not renew a required teaching credential or an administrator an

administrative/teaching credential before its expiration, the employee may be placed on unpaid leave until the credential(s) has been renewed and documentation turned into Human Resources or released from at-will employment.

1.5.2 Tuberculosis Testing

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

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

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

The risk assessment, and examination if necessary, is a condition of initial employment, and the expense incident thereto shall be reimbursed by the School by up to \$50.00. The expense of the risk assessment, and examination if necessary, shall be borne by current employees.

Should an employee not renew a TB clearance, the employee may be placed on unpaid leave until the TB clearance has been completed and turned into Human Resources or may be released from at-will employment.

1.5.3 Criminal 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. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or

any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to Human Resources.

All volunteers are required to sign off on their receipt and review of the School's Sexual Harassment and Molestation policy.

1.5.4 Immigration Compliance

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

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

1.5.5 Posting of Positions and Internal Applicants

Open and new positions will be posted on EdJoin, unless extenuating circumstances exist where the Superintendent and Chief Operations Officer must reassign the position of a staff member. All internal applicants must submit required documents through EdJoin to ensure consistency and complete personnel files. Internal applicants will be granted a first-round interview, provided they meet most of the position requirements and provide what is required of the application process and, if required, the appropriate teaching/administrative credentials.

1.5.6 Hiring Process

EdJoin is the hiring platform used by the School and all positions are hired through EdJoin, with the exception of some athletic coaching positions. The hiring process consists of:

- Application process on EdJoin

- Screening through EdJoin
- First round interviews on SparkHire (or equivalent video interview platform)
- Second round interviews will be with a representative panel of staff that takes into consideration teaching assignments, classified/certificated roles, gender, and ethnicity, depending on the posted position
- Teachers and counselors are expected to teach a demonstration lesson or participate in a simulation as part of the hiring process
- Reference checks will be completed by the hiring supervisor
- Final round candidates may be interviewed by the Superintendent, Chief Operations Officer, or Chief Academic Officer, depending on the position
- Hiring will not be complete until the AB2534 process (certificated only), TB testing, and fingerprinting/background checks are completed for all certificated and classified applicants

1.5.7 Initial Placement on the Salary Schedule

Placement on the salary schedule will consist of a variety of factors, including:

- Work in positions where a credential is required (other than a 30-day substitute or intern credential)
- Completion of 75% or more of a school year in prior roles to be counted as a “year” of experience
- Degrees earned, including a Master’s Degree or Doctoral Degree
- Certificated staff and administrator positions may receive up to ten years (10) of prior experience will be granted for verifiable work in public/charter schools
- Classified staff, not including leadership positions, may be awarded up to three years (3) of prior experience provided there is clear documentation that the work was the same as that of the position for which they have applied
- College/university units from an accredited institution beyond the date a Bachelor’s Degree are counted for salary placement; Advanced Placement (AP), College Board scoring, and AVID courses earned prior to employment at OCS will not be eligible for placement on the salary schedule.

Internal employees who are promoted into new roles will be placed on the salary schedule for the new position, based on a step that has a salary increase between 8% and 10% of their current salary. For example, if an employee is on Step 5 of a current position and is promoted into a new role, the employee will be placed on a step in the new role that is approximately 8-10% higher in salary. The employee will not move from Step 3 to Step 3 or Step 5 to Step 5 in a new position because s/he will not have earned those years of experience in the new role.

1.5.8 Certificated Movement on the Salary Schedule

A teacher/administrator will move on the salary schedule to the next step if s/he has worked at least **60%** of the fiscal year. For example, if an employee started with OCS at Step 3 on March 1st, s/he would not be eligible to move to Step 4 on July 1.

If an employee would like to move to the next column, potential courses and units need to be turned into Human Resources for approval by June 30th. Qualified courses include those related to the teacher's area of instruction, Advanced Placement training, AVID training, courses to clear a preliminary teaching credential, and courses that are part of a Master's or Doctorate program.

Any courses taken on work time/during work hours, courses where an employee receives compensation for the time spent in the courses, or courses that are paid for by the School are not eligible for movement on the salary schedule.

1.5.9 Classified Employee Movement on the Salary Schedule

An employee will move on the salary schedule to the next step if s/he has worked at least **60%** of the work year. For example, if an employee started with OCS at Step 3 on March 1st, s/he would not be eligible to move to Step 4 on July 1.

1.5.10 CalPERS Pay Rates

1.5.10.1 Defining Pay Rates for School Employees

Pursuant to Gov. Code 20636.1(b), "pay rate" is the normal monthly rate of pay, or base pay, for a school member; for classified members, **full-time is defined as 40 hours per week**. Payments for services rendered, not to exceed 40 hours per week, shall be reported as compensation earnable for all months of the year in which work is performed.

Reporting monthly earnings as pay rates for classified school members is a common payroll reporting error. When a pay rate isn't based on 40 hours per week, 173.3333 hours per month, or 2,080 hours per year, the pay rate and service credit will be reported inaccurately, which will cause inaccurate accrual of service credit and miscalculated final compensation.

Full-time is based on 40 hours per week. 2,080 hours per year is based on 40 hours per week multiplied by 52 weeks. 173.333 hours per month is based on 2,080 hours per year divided by 12 months per year.

1.5.10.2 Calculating the FTE Pay Rate

School employers report hourly, daily, and monthly pay rates. However, many school employers have full-time employees who work less than 40 hours per week. Due to Gov. Code section 20636.1(b), all full-time employees must have an FTE pay rate reported to CalPERS. We've provided an example that displays how to calculate the FTE pay rate, and how the properly reported FTE pay rate affects service credit reporting.

The information listed on this page provides school employers with the knowledge they need to report accurate FTE pay rates. We've also provided an FTE calculator that will assist in confirming your FTE calculations.

1.5.10.3

<https://www.calpers.ca.gov/employers/policies-and-procedures/compliance-in-compensation-reporting/fte-payrate-calculator>

1.6 Equal Employment Opportunity Is Our Policy

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

- Race (including traits 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 reproductive health decision-making, 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 religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

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 a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. The School will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. The School will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

2. DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION AND COMPLAINT PROCEDURES

The School 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 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 reproductive health decision making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

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 Superintendent or designee.

When the School receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Superintendent) or the Superintendent or designee will conduct a fair, timely and thorough investigation that provides all parties 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.

2.1 Prohibited Unlawful Harassment

The following examples are not an exhaustive list:

- 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; or
- Disparate treatment based on any of the protected classes above.

2.2 Prohibited Unlawful Sexual Harassment

The School 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 two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two

(2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any concerns should be reported to Human Resources. Should the complaint be in regards to the Chief Academic Officer or Chief Operations Officer, reports must be made to the Superintendent. Concerns regarding the Superintendent may be reported to the Board of Directors Chair. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

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 and
 - 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:

- o 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;
- o Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- o 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 School policy.

2.3 Title IX Notice of Nondiscrimination

The School does not discriminate on the basis of sex and prohibits any acts of sex discrimination including sex-based harassment 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.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Charter School Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

All complaints and reports of conduct that may constitute sex discrimination including sex-based harassment should be submitted to our Title IX Coordinator, who can be reached at:

Dr. Lisa Gonzales, Chief Operations Officer
Lisa.gonzales@ofarrellschool.org

A copy of the School's Title IX Policy, which includes the specific rules and procedures for reporting sex discrimination and sex-based harassment occurring within the School's education program or activities and for pursuing available remedies, is available on the School's website at: [Title IX Policy](#)

2.4 How to Report Complaint to Government Agencies

Employees who believe that they have experienced unlawful conduct under these policies may also file a complaint with the local office of the Civil Rights Department ("CRD")

or the Equal Employment Opportunity Commission (“EEOC”). The CRD and the California Fair Employment and Housing Council (“FEHC”) as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, unlawful harassment, and/or retaliation or make other changes in the School’s policies. The address and phone number of the local CRD and EEOC offices can be found online or dialing 800-FREE-411.

3. EMPLOYMENT POLICIES AND PRACTICES

3.1 Employee Classifications

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

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

3.1.1 Exempt Employees

Pursuant to applicable law, exempt employees are those who exercise the requisite degree of discretion and independent judgment and perform certain administrative, professional, and/or executive duties. Exempt employees are not entitled to overtime pay.

3.1.2 Nonexempt Employees

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

3.1.3 Full-Time Employees

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

3.1.4 Part-Time Employees

An employee who is regularly scheduled to work and regularly works fewer than 40 hours per week is considered a regular part-time employee. Part-time employees are eligible for

School benefits if they are scheduled to work 30 or more hours per week. However, eligibility for each School benefit is ultimately governed by the applicable policy, plan document, and/or applicable law. Thus, there may be an instance in which a part-time employee is eligible for one or more of these benefits.

3.1.5 Temporary Employees

An employee who is hired for a particular project or job of limited or definite duration is considered a temporary employee, such as someone who fills in for an office staff member or a long-term substitute.

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

A temporary employee may not be eligible to earn, accrue, or participate in any School benefits program, except as otherwise required by law. Please check with Human Resources if you have questions.

3.2 Job Duties

Your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your department or the School. Your cooperation and assistance in performing such additional work is expected.

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

3.3 Payment of Wages

Unless otherwise noted, paychecks are issued on a monthly basis for salaried employees and on a semi-monthly basis for hourly employees. For more information on this schedule, please see Payroll. If a payday falls on a weekend or holiday, employees will be paid on the preceding workday. Employees are required to report any overpayment of wages to Payroll. Any discrepancies or shortages in the calculation of wages should be reported as soon as possible after payday.

3.4 Overtime

All nonexempt employees are required to obtain approval from the Superintendent or the administrator (Principal, Director, or Chief) prior to working overtime. Failure to obtain such approval may subject an employee to discipline, up to and including termination. Overtime

compensation will be paid in accordance with all state and federal laws. Exempt employees are not entitled to overtime pay.

3.5 Workday and Workweek

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

3.6 Meal and Rest Periods

The School prioritizes compliance with California's meal and rest period laws. All nonexempt (hourly) employees are required to abide by these requirements. All exempt employees who work full-time are expected to work 8 hours per day and take an appropriately timed lunch break to ensure they work the 8 hours.

3.6.1 Meal Periods

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

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

An employee whose work period is 5 to 6 hours may waive, in writing, his or her right to a first meal period. Further, an employee may waive his or her right to a second meal period for a work period as long as the employee does not work more than 12 hours and did not waive his or her first meal period for that work period. The School offers written Meal Period Waiver Agreements that govern an employee's entire employment, which are voluntary and may be revoked at any time, to document the employee's waiver of first and second meal periods. These must be completed before any schedule changes can be made. Forms are available in Human Resources.

Employees are eligible for the following number of meal periods:

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

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

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

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

next to a meal period, and meal periods may also not back up to the beginning or end of the work day.

3.6.2 Rest Periods

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

Employees are eligible for the following number of rest periods:

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

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

Whenever practicable, nonexempt employees should take their rest periods near the middle of each 4-hour work period. Nonexempt employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period. Because rest periods are paid, nonexempt employees should not clock out for them. Employees are excused from all duties and are free to leave the premises during rest periods. However, employees should not be off campus for any reason during work hours unless they have written/email permission from their direct supervisor.

3.6.3 Daily Meal Period and Rest Period Reporting

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to his or her supervisor. The employee must provide a thorough explanation for the non-compliant meal or

rest period. The employee must make this report in email to Human Resources on the same workday that they experienced the non-compliant meal or rest period with a cc to the employee's supervisor.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an "authorized" meal period at the time provided by the School), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a client call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Lunches should be scheduled by 4 hour and 45 minutes before the required 5 hour lunch time to ensure that lunch is taken in a timely manner.

3.6.4 Responsibilities

Nonexempt employees are required to take their meal and rest periods in accordance with this policy. If you encounter any challenges with taking meal or rest periods in accordance with this policy, please immediately contact your supervisor or Human Resources.

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

All nonexempt employees will be required to sign an attestation when they submit their punches on a daily basis, confirming the following:

"I understand I am entitled and permitted to take at least a 30-minute off-duty, uninterrupted meal period beginning no later than the end of my fifth hour of work if I work more than 5 hours in a workday, and a second 30-minute off-duty uninterrupted meal period beginning no later than the end of my tenth hour of work if I work more than 10 hours in a workday. I understand if I have any questions regarding the meal period or rest break policies, I can contact HR. I understand that if I am required to work through a meal or rest period, I must request premium pay by emailing HR@ofarrellschool.org to ensure I am properly paid.

I understand that my employer is not required to ensure that I take my breaks so long as I am afforded a reasonable opportunity to do so. Unless I email HR as required and inform HR that I did not have the opportunity to take compliant meal or rest breaks, then I will not receive premium pay because I had the opportunity to take such timely compliant and uninterrupted meal and rest breaks but voluntarily, without pressure or coercion from my employer or manager(s), chose not to do so. I understand that I will not be retaliated against in any way for, in good faith, requesting meal or rest break premiums or letting my employer know that I lacked reasonable opportunities to take compliant meal and rest breaks, and that I may report suspected retaliation relating to such issues to HR or the California Labor Commissioner.

If I believe I am entitled to a rest or meal break premium, have suffered any work-related illness or injury, or have experienced or witnessed any instance of discrimination, harassment, or retaliation, I must email HR@ofarrellschool.org, while I am on the clock, and prior to clocking out or submitting my timecard.”

3.6.5 Discipline

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

3.7 Timekeeping

To ensure compliance with all applicable laws, nonexempt employees must accurately record all hours worked using the School’s timekeeping system. This means they must clock in and out whenever they begin, cease, or resume working during the course of a workday. Employees must clock in at their work station/location where they are ready to begin the work day. While you need not clock out and in during your rest periods, you must clock out and in during your meal periods. Under no circumstances may one employee clock in or out for another employee. Exempt employees may also be expected to record their total time worked and report absences from work due to personal needs or illness.

Employees are prohibited from doing the following:

- Recording hours worked inaccurately.
- Recording hours worked on behalf of another employee.
- Working “off the clock.”
- Failing to record all hours worked.
- Failing to record meal periods and document rest periods.
- Falsification of any time record.

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

3.7.1 Out of Class Pay

If an employee is required to work in a different position than his/her current role, the hours worked in the other position are eligible for pay differential when the ‘new’ work is at a higher hourly rate. The employee will receive the hourly salary of the ‘new’ position at the same step of the employee’s current role. For example, if a SCIA I works 30 minutes covering a student lunch period for a SCIA II, the 30 minutes would be paid at the higher SCIA II hourly rate.

3.8 Personnel Records

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 their personnel file. Such changes include but are not limited to: your name (whether by marriage or otherwise), change in address, telephone number, marital status, number of dependents, person(s) to notify in case of emergency, tax withholding information, completion of education, and change of beneficiary on group life insurance. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. OCS 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 or a designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited.

However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

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

3.9 Employee References

Staff members may write letters of recommendation for other employees or former employees of the organization in a professional capacity. These letters must:

- 1. Be Voluntary and Personal:** Letters must reflect the writer's personal experience and professional judgment. No employee is obligated to provide a recommendation.
- 2. Use Personal Letterhead:** Letters written on behalf of another staff member should be written on personal (non-school) letterhead, unless the writer is authorized to speak on behalf of the district (e.g., a superintendent, chief, director or principal).
- 3. Include a Disclaimer:** When not speaking in an official capacity, staff must include a disclaimer such as:

"This letter reflects my personal opinion and does not represent the views or endorsement of The O'Farrell Charter Schools."

4. **Maintain Confidentiality and Professionalism:** All letters must be respectful, truthful, and consistent with district values and applicable laws, including employee privacy rights.
5. **Prohibited Recommendations:** Letters may not be written for individuals currently under investigation, involved in disciplinary proceedings, or whose conduct raises legal or ethical concerns unless authorized by district administration.

3.10 Performance Evaluations

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

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

Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you and discussed with you by your supervisor and that you are aware of its contents. Your signature on these documents does not mean that you agree with what has been presented, but simply that you have received a copy. A response to the evaluation can be attached to the evaluation, if you choose to submit one to Human Resources.

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

3.11 Conflicts of Interest

While employed by the School, employees owe a duty of loyalty to the School and are required to avoid any situation that presents an actual or potential conflict of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the School's business dealings. For purposes of this policy, "relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Instances

where an actual or potential conflict of interest may arise include, but are not limited to, the acceptance of gifts, engaging in outside activities, and personal relationships (see subsection of this policy below addressing employment of relatives).

Notwithstanding this policy, if an employee is a “designated employee” under the Board’s Conflicts of Interest Code (adopted pursuant to the Political Reform Act), then the employee must comply with those provisions in addition to this policy. Failure to comply with the Conflicts of Interest Policy may result in disciplinary action, up to and including termination.

3.11.1 Gifts

Improper personal gain may result not only where an employee or relative has a significant ownership interest in a company with which the School does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the School. The receipt of occasional flowers, candy or gifts worth less than \$250.00 from students or parents fall outside the intent of this policy and acceptance of such items is permissible. However, employees must obtain written approval from Human Resources before accepting any item worth in excess of \$250.00 from students or parents.

3.11.2 Outside Activities

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

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

3.11.3 Employment of Relatives

The Board of Directors desires to maximize staff and community confidence in hiring, promotion, and other employment decisions by promoting practices that are free of conflicts of interest or the appearance of impropriety. While the School’s policies do not permit discrimination based on an individual’s marital status, or his or her lawful off-duty conduct, some situations can create conflicts of interest requiring the School to take the employee’s relationship with another employee into account.

The Board prohibits the appointment of any person to a position for which his/her

relative or cohabitant maintains management, supervisory, evaluation, or promotion responsibilities and prohibits an employee from participating in any decision that singularly applies to any of his/her relatives. This includes relatives of the Board Members, Superintendent, or any member of the Administrative Team.

Supervisors should avoid situations that result in actual or perceived conflicts of interest with supervised employees and situations of favoritism. The School reserves the right to take appropriate action if employee relationships interfere with the safety, morale, or security of the School, or if the relationships create an actual or perceived conflict of interest or favoritism.

In addition, the Superintendent or designee may determine, on a case-by-case basis, whether to appoint a person to a position in the same school, department or facility as an employee who is a close relative or cohabitant of the appointee when that relationship has the potential to create either of the following conditions:

- (1) an adverse impact on supervision, safety, security, or morale of other employees
- (2) a conflict of interest for the individuals involved which is greater because of their relationship than it would be for another person.

A supervisor should avoid forming special social relationships or dating employees under his or her direct supervision, or with other employees that would create actual or perceived conflicts of interest and situations of favoritism. If such a relationship arises, both employees shall notify the Superintendent so that appropriate measures can be taken to prevent conflicts of interest or favoritism. For purposes of this policy, “relative” includes the individual's spouse, domestic partner, parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse or domestic partner. An employee shall notify his/her supervisor within 30 days of any change in his/her circumstances that may constitute a violation of this policy.

3.12 Discipline

Inappropriate conduct, such as violation of School policies and rules and/or poor performance, may warrant disciplinary action. Under appropriate circumstances, the School may subject an employee to a range of disciplinary action that includes, but is not limited to, verbal warnings, written warnings, suspension, or termination. The system is not formal, and the School may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate termination of employment. The School's use of varying forms of discipline does not alter the at-will employment relationship in any way. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

3.13 Voluntary Termination

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

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

4. STANDARDS OF CONDUCT

4.1 Prohibited Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare, and the School's operations also may be prohibited. Violation of the following standards may result in disciplinary action, up to and including immediate termination:

- Falsification of employment records, employment information, or other School records. This includes making false statements or omitting material information in the application procedure for employment.
- Falsifying any time record.
- Theft, damage, or destruction of any School property or the property of any employee or student.
- Removing or borrowing School property without prior authorization.
- Unauthorized use of School equipment, time, materials, or facilities.
- Provoking a fight or fighting during working hours or on School property.
- Carrying firearms or any other dangerous weapons on School premises at any time.
- Causing, creating, or participating in a disruption of any kind during working hours on School property.
- Insubordination, including, but not limited to, failure or refusal to obey the legitimate orders or instructions of a supervisor or administrator, failure to follow guidelines in the staff handbook, or the use of abusive or threatening language toward a supervisor or administrator.
- Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, parents, or other employees at any time on School premises.
- Failure to observe working schedules, including meal and rest periods.
- Sleeping or malingering on the job.
- Working overtime without authorization or refusing to work assigned overtime.
- Working "off the clock" or failing to record or report all hours worked.

- Failing to keep confidential information pertaining to staff, parents, students, or vendors.
- Violation of any safety, health, security, or other School policies, rules, or procedures.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Engaging in unlawful harassment, discrimination, or retaliation.
- Making false or malicious statements about any employee, parent or student, or about the School.
- Poor personal hygiene and grooming habits unless otherwise protected by law.
- Gambling of any type on School premises.
- Violation of the Drug and Alcohol Abuse Policy, including, but not limited to, refusing to submit to a drug/alcohol test mandated by the School.
- Unauthorized use of cameras or other recording devices on School premises.
- Intentionally supplying false information in order to obtain a leave of absence or other benefits from the School.
- Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
- Unsatisfactory work performance.
- Unfit for service, including the inability to appropriately instruct or associate with students.
- Performing unauthorized work on School time.
- Failure to observe designated areas limiting smoking, eating, drinking, or other activities.
- Smoking or using tobacco products on School property.
- Unprofessional conduct
- Allowing a visitor onto campus without prior authorization and without the appropriate clearances
- Failure to disclose a pending action against the employee's credential by the California Commission on Teacher Credentialing.
- Failure to adequately supervise students
- Refusal to speak to supervisors or other employees
- Dishonesty

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

4.2 Employee-Student Relations Policy

OCS 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. This policy is available on the School's website at this link. [Board Policy #4005.](#)

4.2.1 Boundaries Defined

For the purposes of this policy the term "boundaries" is defined as acceptable

professional behavior by staff members while interacting with a student. Trespassing beyond the boundaries of a student-teacher relationship is deemed an abuse of power and a betrayal of public trust.

4.2.2 Acceptable and Unacceptable Behaviors

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

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

4.2.3 Unacceptable Behaviors

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

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Superintendent.
- Kissing of ANY kind
- Massage (Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.)
- Full frontal or rear hugs and lengthy embraces
- Sitting students on one's lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program

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

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

4.2.4 Acceptable Behaviors

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

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

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

4.2.5 Boundaries Reporting

When any staff member becomes aware of another staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a reasonable suspicion of misconduct, they must promptly report the suspicion to a supervisor, Human Resources or the Superintendent. Reasonable suspicion means something perceived in spite of inconclusive or

slight evidence. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

4.2.6 Child Abuse / Sexual Abuse Reporting

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

4.2.7 Investigating

The Superintendent or designee will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior by a staff member, using such support staff or outside assistance, as they deem necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible.

The investigating administrator shall promptly notify the Board of Directors in closed session of the existence and status of any investigations. Upon completion of any such investigations, the Superintendent shall report to the Board of Directors any conclusions reached. The investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

4.2.8 Consequences

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

4.3 Drug and Alcohol Abuse Policy

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

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

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

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

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

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

This policy does not prohibit an employee's use of cannabis off the job and away from the workplace.

4.3.1 Searches

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

4.3.2 Violations

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

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

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

4.4 Schedule and Working Hours

The School's hours of school operation are 7:30 a.m. to 4:15 p.m., Monday through Friday. All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Superintendent or your supervisor will assign your individual work schedule. In order to accommodate the needs of our school, it may be necessary to change individual work schedules on either a short-term or long-term basis.

All employees are expected to be at their classroom, desks, or workstations at the start of their scheduled shift, ready to work. This is the location where they should punch in to start their day if they are nonexempt employees. While nonexempt staff may voluntarily elect to use a phone app for convenience, the expectation is that the punch in/out is at the work station. Certain staff who have work locations that may not start on the Skyline campuses may clock in where they are starting their work day, such as a remote Ingenuity site.

If you need to modify your schedule, request the change with Human Resources and/or your supervisor. All schedule changes or modifications must be approved by the Superintendent.

4.4.1 Teachers

The work schedule for teachers shall include the following onsite hours: 7:30 a.m. to 3:30 p.m. (middle school); 7:30 a.m. to 3:30 p.m. (elementary school); and 8:15 a.m. to 4:15 p.m. (high school). Teachers are expected to remain on campus during working hours, except as required for School business or their job duties. Teachers must obtain the prior approval of their supervisor before leaving campus during prep time.

It is expected that teachers will provide morning and/or afternoon supervision as assigned and will attend professional development days, night performances, parent meetings in the evening, orientation, and other school events that may occur outside the School's normal hours of operation. Teachers shall be present at additional times as may be reasonably necessary.

4.4.2 All Other Employees

Your supervisor will assign your work schedule. Once assigned, this work schedule can be changed by your supervisor at any time for such reasons as to better serve the students, fluctuations in the School's calendar, or the reorganization of your responsibilities.

4.4.3 Site Entry After Hours

Any staff member who intends to stay beyond 4:00 p.m. must inform his or her principal and must leave the premises before 8:00 p.m., unless attending a meeting. Employees may also have access to the campus on Saturdays when Saturday School is in session (generally 8:00 a.m. to 11:00 a.m.). Occasionally, the campus will be open on both Saturday and Sunday.

4.5 Punctuality and Attendance

All employees, whether exempt or nonexempt, are expected to be punctual. Absenteeism and tardiness affect the ability of the School to implement its educational program and disrupts consistency in students' learning. When staff members report late for duty, it has a negative impact on coworkers and instruction by making it difficult to enforce the tardy policy for students. However, the policy on tardiness for staff must take into account emergencies such as traffic accidents, childcare problems, and a family illness that affect an employee's ability to arrive on time.

An employee is late when arriving five (5) minutes or later than the reporting time. This policy does not distinguish between "excused" and "unexcused" tardies. All employees must notify the front office and/or their supervisor when they arrive late. Principals and Directors are responsible for monitoring attendance and reporting to the Superintendent or the Chief Operations Officer.

Employees absent for any reason must contact their principal/supervisor prior to 6:30 a.m. and state the reason for the absence. If they are unable to leave a message before 6:30 a.m., employees must provide notice as close to 6:30 a.m. as possible.

All salaried (monthly) certificated staff (teachers) must contact substitutes on their own to arrange for substitute coverage. Employees needing to cancel a substitute must contact both the School office and the assigned substitute. The School will not notify substitutes that an assigned job has been canceled, as this is the responsibility of the employee. Failure to request or cancel substitutes creates a disorganized teaching environment for teachers and a less-than-quality educational experience for students.

Employees are expected to remain at work for their entire work schedule, except for meal and rest periods when appropriate or when required to leave on authorized School business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. Absence for three (3) or more consecutive days without notifying the Superintendent, Principal, or Director will be considered an abandonment and voluntary resignation from employment.

Excessive absenteeism, unexcused absenteeism or tardiness will not be tolerated and, to the extent allowed by applicable law, may result in disciplinary action, up to and including termination.

4.6 Personal Standards

Appropriate dress and grooming are essential for maintaining a productive learning environment and for setting a positive example of behavior and professionalism for our school community. This document outlines the standards that all employees are expected to adhere to during school hours and at school activities.

Employees must maintain professional standards of dress and grooming that reflect their commitment to education, align with their job responsibilities, and do not compromise the well-being and safety of staff or students. All employees are held to the same standards unless their role requires modified dress, as approved by their supervisor and/or Human Resources.

4.6.1 Expectations

All employees are expected to exercise good judgment in their choice of professional appearance. This includes:

- Providing appropriate role modeling for students.
- Dressing in a manner appropriate to the position and activity.
- Promoting a working and learning environment free from unnecessary disruptions.
- Creating an atmosphere conducive to high student and staff performance.
- Leaving a positive impression on the community.

4.6.2 Clothing Requirements

Clothing must always be neat, clean, and in good condition. Employees are prohibited from wearing clothing that is offensive, racist, vulgar, displays scenes of violence, is drug or alcohol related, contains strong sexual imagery, is gang-related, or features obscene words or phrases. Employees may not wear visible jewelry, piercings, or artifacts that are obscene or have the potential to disrupt the educational environment or create a safety concern. Visible tattoos are subject to the same guidelines regarding content listed above.

4.6.3 Professional Attire

Professional attire encompasses both business formal and business casual clothing. Employees may not wear items such as t-shirts, sweatshirts, sweatpants, athletic wear, shorts, leggings as pants, and other casual clothing unless specified by supervisors or deemed appropriate for their position and job responsibilities. Jeans are allowed only on Fridays, school spirit days, or as determined by an administrator.

4.6.4 Supervisor Responsibility

It is the responsibility of the principal or supervisor to be aware of inappropriate dress and to discuss dress and grooming expectations with those employees who may require guidance.

4.6.5 Diversity and Inclusion

- Employees are encouraged to dress and groom in a manner consistent with their gender identity or gender expression (Government Code 12949).
- The Charter School(s) will not discriminate against employees based on hair texture and protective hairstyles, including, but not limited to, braids, locks, and twists (Government Code 12926).
- Religious dress or grooming practices will not be a basis for dismissal, discrimination, compensation disparities, or employment decisions (Government Code 12926, 12940).

4.6.6 Individual Questions

Employees are encouraged to directly engage with their immediate supervisors and/or the Human Resources for personalized guidance or questions regarding professional attire.

4.7 Confidential Information

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all parent and student information, parent and student lists, lesson plans, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all

know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

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

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

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

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

4.8 Employee Acceptable Use Policy

OCS provides school staff with information technology resources such as computers, software, networks, Internet access, and E-mail (hereafter "school information technology") to support the educational mission of OCS schools and to enhance the curriculum and learning opportunities for students and school staff.

This Acceptable Use Policy and the accompanying rules have been developed to ensure that school staff use school information technology in a responsible and legal manner. Acceptable Use shows respect for the use of a shared resource, software and intellectual property rights, ownership of information, and system security. An employee's use of school information technology that is contrary to this Policy or rules is prohibited.

The following rules govern employee use of school information technology. These rules provide general guidelines for Acceptable Use and examples of expressly prohibited uses. However, the rules do not attempt to state all acceptable or prohibited activities. Employees who have questions regarding whether a particular use or activity is acceptable should seek guidance from the Director of Technology.

Each employee authorized to access OCS information technology is required to sign an acknowledgment form stating that they have read this Policy and the accompanying rules. The acknowledgment form will be retained in the employee's personnel file. Any employee who violates this Policy or rules governing use of school information technology may be subject to disciplinary action, up to and including dismissal, and/or legal action.

4.8.1 Access to Computers, Networks, Internet, E-mail and Telephone Services

Access to school information technology is provided to current employees. Upon separation from the OCS, e-mail accounts are disabled within a week from the date of separation unless other arrangements are made with the Director of Technology. Employees must return laptops and other technology resources to the Information Technology Department prior to final checkout with Human Resources and leaving the OCS campus.

4.8.2 Acceptable Use

Employees are to utilize school information technology only for purposes related to the schools and the performance of their jobs. Incidental or occasional personal use of school information technology is permitted as long as such use does not interfere with the employee's job duties and performance, system operations or other system users. Any personal use by employees must comply with this Policy and rules.

School information technology shall be used in a manner consistent with the OCS' educational mission. Expectations for professional behavior and communication apply to the use of school information technology. An employee's use of school information technology that is contrary to this Policy or rules is unacceptable and prohibited.

4.8.3 Prohibited Use

Each employee is responsible for his/her actions involving school information technology and for his/her computer files, passwords, and accounts. General examples of unacceptable uses of school information technology that are expressly prohibited include, but are not limited to, the following:

- Any use that violates any federal, state or local law or regulation, including copyright laws
- Any use to harass, discriminate, threaten, defame, demean, or intimidate
- Any use involving materials or language that is obscene, pornographic, sexually explicit or sexually suggestive, vulgar or profane
- Any use for private financial gain, advertising, or solicitation purposes
- Any use to proselytize or advocate the views of an individual or non-school-sponsored organization, including but not limited to, political or religious interests
- Fund-raising for any non-school sponsored purpose, whether profit or not-for-profit

- Providing school E-mail addresses or telephone numbers to outside parties whose intent is to communicate with school employees, students and/or their families for non-school purposes
- Obtaining confidential information about students or employees for non-school related activities, or sharing confidential information about students or employees for non-school related activities
- Any communication that represents an employee's personal views as those of the OCS or its schools or that could be misinterpreted as such
- Downloading or loading software or applications without permission from a member of the IT Department
- Opening or forwarding any E-mail attachments from unknown sources
- Participating in any type of use that would cause congestion of the network or interfere with the work of others.
- Any misuse or disruption of school information technology, including intentional physical misuse or damage, or any breach or attempt to breach the security features of school information technology
- Revealing one's password to anyone else, using anyone else's password, or pretending to be someone else when sending information over school information technology
- Accessing or attempting to access unauthorized sites on the Internet
- Failing to report a breach of school information technology security to the Director of Technology
- Using school information technology resources after leaving employment at OCS
- Any communication that violates generally accepted rules of E-mail or computer etiquette and/or professional conduct
- Virtual Private Network software (VPN) used to bypass any network security or content filters or hide a user's identity is strictly prohibited on any OCS technology devices without the express permission of the Director of Technology. Users requiring remote access to OCS network resources in order to fulfill job responsibilities will need to seek approval from their principal or director and submit a ticket for approval by the IT department. If approved IT will install an approved VPN client by the IT department. Installation can only be on an OCS device only. Remote access to personal technology is not permitted.

Employees who are uncertain as to whether particular activities are acceptable should seek further guidance from his/her principal, supervisor or the Director of Technology.

4.8.4 No Expectation of Privacy

Employees are reminded that written communications substantially related to Charter school business, both those on school-provided devices and those on personally owned devices, including cell phones, tablets, and computers, are subject to the California Public Records Act. Employees may be required to disclose such communication. OCS retains control, custody, and supervision of all school information technology owned, leased or paid for by OCS. OCS reserves the right to monitor all computer, Internet, E-mail, and telephone activity by employees and other system users. Employees have no expectation of privacy in using school information

technology, including E-mail messages and stored files, regardless of whether such use is for school purposes or incidental personal use. OCS has the ability to check all usage history of its internet connection and network but will only do so if it feels there is a particular need to do so.

4.8.5 Confidentiality of Information

Employees are expected to use appropriate judgment and caution in communications concerning students and staff to ensure that personally identifiable information (PII) and personal health information (PHI) remain confidential. Employees will use any provided systems to ensure PII/PHI, such as e-mail encryption systems.

4.8.6 Staff Responsibilities to Students

Teachers, staff members, and volunteers who utilize school information technology for instructional purposes with students have a duty to supervise such use. Teachers, staff members, and volunteers are expected to be familiar with the Internet, E-Mail, and general Internet safety for minors and to enforce such. When, in the course of their duties, employees/volunteers become aware of student violations, they are expected to stop the activity and inform the responsible principals.

4.8.7 Compensation for Losses, Costs, and/or Damages

The employee shall be responsible for any losses, costs, or damages incurred by the employee related to violations of this Policy or rules governing employee use of school information technology.

4.8.8 Responsibility for Laptops Issued to Employees

The employees to whom a laptop is issued are responsible for the laptop at all times in and outside of school. There should be no expectation that stolen or damaged laptops will be replaced by OCS. Each instance will be investigated and handled on a case-by-case basis. Only software and shareware with the appropriate licenses owned by OCS can be installed on the laptops or other devices.

4.8.9 Responsibility for Unauthorized Charges, Costs, or Illegal Use

OCS assumes no responsibility for any unauthorized charges made by employees, including but not limited to credit card charges, subscriptions, long-distance telephone charges, equipment and line costs, or for any illegal use of its computers, such as copyright violations.

4.8.10 Software Use

In alignment with our commitment to maintaining a secure, efficient, and legally compliant IT environment, all software installed and used on OCS technology must be duly licensed and approved by the IT department and adhere to our software use requirements. This encompasses ensuring that software is sourced from reputable vendors, regularly updated to

mitigate security vulnerabilities, and does not infringe on intellectual property rights or violate any terms of service. Unauthorized software installation, including but not limited to peer-to-peer file sharing, unlicensed software, or applications that pose security risks, is strictly prohibited. Violations of this policy may result in disciplinary action, up to and including termination of employment, and legal consequences. The IT department reserves the right to audit IT devices periodically to ensure compliance with this policy.

4.8.11 Disclaimer on Liability

OCS assumes no responsibility for any loss or corruption of data resulting from the use of school information technology.

4.9 Social Media

4.9.1 Scope

In light of the explosive growth and popularity of social media technology in today's society, the School has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you:

- (1) make a post to a social media platform that is related to the School;
- (2) engage in social media activities during working hours;
- (3) use School equipment or resources while engaging in social media activities;
- (4) use your School e-mail address to make a post to a social media platform;
- (5) post in a manner that reveals your affiliation with the School;
- (6) interact with School students or parents/guardians of School students (regarding School-related business) on the Internet and on social media sites; or
- (7) create or use a School-affiliated social media account.

For the purposes of this policy, the phrase "social media" refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Twitter/X, Pinterest, LinkedIn, YouTube, Instagram and Snapchat, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

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

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

4.9.2 Standards of Conduct

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

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

4.9.3 Creating and Using School Social Media

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

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

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

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

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

4.9.4 Access

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

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

School policy. Video cameras are also placed throughout the campus and capture images of students, staff and other visitors, which can be used for safety, investigations, and monitoring situations. As a result, employees do not have a reasonable expectation of privacy in their use of or access to the School's various electronic communications systems and school facilities.

4.9.5 Discipline

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

4.9.6 Retaliation Is Prohibited

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

4.9.7 Social Media Questions

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

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

5. OPERATIONAL CONSIDERATIONS

5.1 Employer Property

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

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

5.2 Employee Property

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

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

5.3 Security

The security of the premises, as well as the welfare of employees and students, requires that you be constantly aware of potential security risks. Therefore, please comply with the following security procedures to ensure a secure workplace.

Be aware of persons loitering for no apparent reason (e.g., in parking areas, walkways, entrances/exits, and service areas). If you notice such a person, report it Human Resources, the Superintendent of the School, or your supervisor. Secure your work area when called away from it for any length of time, and do not leave valuable and/or personal articles in or around your work area. You should immediately notify Human Resources or the Superintendent when keys, security passes, or identification badges are missing.

Employees must wear their staff identification badges at all times. If your badge is lost or stolen, please report to HR immediately so they can log the incident and issue you a new badge.

Always ensure that all visitors have signed in the visitor log and are wearing appropriate visitor tags/badges. Access to the staff lounges should be restricted to employees only so that security concerns can be minimized. The security of facilities and the welfare of our students and employees depend on the alertness and sensitivity of every individual to potential

5.4 Health and Safety

Every employee is responsible for the safety of himself or herself as well as others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. In compliance with California law and to promote the concept of a safe workplace, the School maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives.

5.5 Smoking Policies

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

meal and rest periods off premises. Additionally, smoking is prohibited within 250 feet of any facility or park where a School sports event is taking place.

5.6 Housekeeping

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

5.7 Lactation Accommodation

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

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

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

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

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

5.8 Facilities & Equipment

5.8.1 Auditorium, High School Gym, and Other Facilities

To request the use of the auditorium, high school gym, and/or other school spaces for

school related activities, check the calendar in our online booking system, for availability and then request to reserve it with your school office staff. Sign out the key, if applicable, from the K-8 office and microphones, if needed, from IT. Keys and microphones are signed out on a daily basis and must be returned by the end of the school day. If access to the control room is necessary, contact with the custodial staff.

If staff is requesting use of facilities for non-school related business, they must go through the San Diego Unified School District Facilitron request process for facility use.

5.8.2 Cafeteria

Staff may purchase breakfast, lunch, and other items from the cafeteria. Breakfast is served to students and staff in the cafeteria from 7:30 to 8:00 a.m., and to elementary school students in the classroom through the Breakfast in the Classroom (“BIC”) program. Staff may eat in the staff lounge or on the patio just outside the lounge.

5.8.3 Staff Lounges

The staff lounges are located in the cafeteria building and high school office. Unless a staff member is urgently needed, please refrain from sending students to the staff lounges. A soda vending machine, refrigerator, and microwave are available for staff use in the staff lounge. Staff may also use the soda vending machine in the main offices. Students may not use any of these machines and appliances.

5.8.4 Supply Room

The warehouse technician maintains the supply room. In order to receive supplies, please send an email to the warehouse technician. Please be specific. When requesting paper, be specific as to the kind of paper. Indicate what items are required, and the order will be filled and delivered. Stock items kept in the supply room are basic instructional supplies, including pencils, ballpoint pens, whiteboard markers, paper clips, construction paper, staples, writing paper, composition books, glue, tape, etc. Items not in the current inventory can be ordered.

5.8.5 Stamps

Postage stamps for school business can be obtained from the financial office.

5.8.6 Photocopier

The large photocopier that is operated by the warehouse technician in Room 402 staples, collates, punches holes, and produces two-sided copies. It can also reduce and enlarge images. Staff may also request laminating and transparencies. Please submit all copy requests to the designated mailbox or to Room 402. Requests should be made on the appropriate form, provide the necessary information, and submitted at least two (2) school days prior to the date needed. Please plan ahead with regard to high volume dates.

Copied items are delivered to the teacher. There are two smaller copy machines available to teachers to make their own small copy needs. The warehouse technician will assign teachers with an ID to be able to log in to the smaller copiers. Every month teachers are allotted 200 copies to make from the smaller copiers, the number of allotted unused number of copies do not rollover each month.

5.9 Parking

Employees may use parking facilities as directed by their supervisors. The School is not responsible for any loss or damage to employee vehicles or contents while parked on School property. Employee vehicles must be registered with a parking permit with the Director of Safety and Facilities if an employee will be parking on any school grounds. If an employee decides to park only on the street and the vehicle will not be on school grounds at any point, including driving but not parking, a parking permit is not needed.

5.10 Conducting Personal Business

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

5.11 Employees Who Are Required to Drive

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

5.11.1 Employees Responsibilities

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

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

allowed to place themselves, students, or others at risk to fulfill business needs.

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

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

5.11.2 Employees Whose Primary Role Does Not Include Driving

This policy applies to employees who provide transportation to students because the employee is supervising a field trip, extracurricular activity, or athletic program, or when the employee provides transportation to pupils for other activities, not to exceed 40 hours of drive time, per school year, per employee. This is a result of Senate Bill 88, signed into law in October 2023 and in effect as of July 1, 2025.

Anyone transporting students for school-related purposes must have the following in place:

- possess a valid California driver's license for the class of vehicle being used
- pass a criminal background check
- have a satisfactory driving record, including having no convictions of any statutes listed in Vehicle Code Section 13370
- must not have exhibited "irrational behavior" (not specifically defined in the statute) that may indicate the driver's ability to perform their duties may be impaired
- provide a report showing current public driving record
- be subject to drug and alcohol testing consistent with cannabis discrimination limitations
- complete a medical examination
- submit a clear tuberculosis risk assessment
- have completed first aid training
- not have driven more than 19 hours within a work period
- undergo training
- maintain a daily log sheet and complete the daily pre-trip inspection of the vehicle being driven that day
- ensure vehicle maintenance similar to that required of school bus drivers.
 - Vehicles used to transport students for compensation by a District (including mileage reimbursement) must be:
- Equipped with a first aid kit and fire extinguisher
- Inspected every 12 months (or every 50,000 miles) at a facility licensed by the Bureau of

Automotive Repair to ensure that the vehicle passes a 19-point vehicle inspection.

- *This requirement does not apply to vehicles owned, leased or belonging to a provider under contract with an LEA if the vehicle is already subject to a statutory inspection program.

5.11.3 Exemptions

Exemptions to the requirements cited above are as follows:

- The School has made a reasonable effort to secure a driver who meets the enhanced safety requirements; and
- The School informs the parent/guardian that the School employee driving their student does not meet the additional safety requirements of SB 88.

Further stipulations create allowable driving situations without the additional safety requirements of SB 88:

- Emergencies – transportation of students in an emergency or in situations posing an immediate threat to a student’s physical safety (i.e a fire, flood, earthquake, or epidemic).
- Foster Youth Services Coordinating Program – transportation of a student by a Foster Youth Services Coordinating Program while a student’s transportation plan is being finalized which is not to exceed more than one month after the first ride is provided to the student under this exemption.
- Field Trips in Excess of 200 Miles From School – transportation for field trips when the destination is more than 200 miles from the student’s campus, as specified.

5.12 Expense Reimbursements

The School’s policy is to reimburse its employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties, which shall be reimbursed consistent with the School’s fiscal policies and procedures as they may be amended from time to time.

6. EMPLOYEE BENEFITS/LEAVES

6.1 Holidays

To be eligible for holiday pay, an employee must be full-time and nonexempt. Part-time employees, temporary employees, exempt employees, and teachers are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays.

Eligible employees will receive time off with pay at their regular rate of pay on the

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

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

The School observes the following holidays annually:

- New Year's Eve
- New Year's Day
- Martin Luther King, Jr. Day
- Abraham Lincoln's Birthday
- President's Day (George Washington's Birthday).
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

6.2 Vacations

Certificated employees (e.g. teachers, counselors, speech language pathologists, school psychologists, principals, directors, etc.), part-time employees, and temporary employees do not earn paid vacation. Only full-time, non-certificated employees are eligible for vacation.

Eligible employees begin to earn and accrue vacation starting on the first day of employment at a rate determined by length of continuous service as a regular full-time employee. Vacation accrues on an as-worked basis, but may be front loaded to eligible employees on the first day of the work year. Therefore, employees who only work 10 months will only accrue during those 10 months. Vacation will not accrue during any unpaid leave of absence.

Vacation accrual rates and maximums are as follows:

Length of Workyear as a Regular Full-Time Employee	Vacation Earned Annually	Maximum Accrual

10 month	10 days annually (8 hours/1 day per month)	120 hours (15 days)
11 month	11 days annually (8 hours/1 day per month)	132 hours (16.5 days)
12 month	12 days annually (8 hours/1 day per month)	144 hours (18 days)

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

For both exempt and nonexempt employees, vacation or time may be taken in minimum increments of 30 minutes. If an exempt employee is absent from work for part or all of a workday, they will be required to use accrued vacation to make up for the absence.

All employees must have supervisory approval before taking vacation, which must be requested at least ten business days in advance of the beginning of the anticipated vacation period. Vacations shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements and should not be taken during "peak traffic periods" while school is in session. Although the School will attempt to accommodate vacation requests to the greatest extent possible, there is no guarantee that any given vacation request will be granted, and the School reserves the right to deny a vacation request based on operational needs of the School. The School reserves the right to schedule vacation time for employees or to compensate employees for accrued, unused vacation time at any time in its sole discretion. If a holiday occurs during your vacation period, you will receive holiday compensation for that day.

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

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

6.3 Sick Leave

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

Sick time may be taken as needed. A doctor's note is required after three consecutive days of absence.

6.3.1 Eligible Employees

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

6.3.2 Permitted Use

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

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

For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee as well as a child or parent of the employee's spouse. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

6.3.3 Regular Employees – Allotment

Eligible regular employees will be allotted PSL days on July 1 (and on each subsequent July 1) as follows:

- Eligible regular, part-time employees will be allotted five PSL days or (40 hours) per calendar year (July 1-June 30)
- Eligible regular, full-time, 10-month employees will be allotted ten PSL days (80 hours) per calendar year (July 1-June 30)
- Eligible regular, full-time, 11-month employees will be allotted eleven PSL days (88 hours) per calendar year (July 1-June 30)
- Eligible regular, full-time, 12-month employees will be allotted twelve PSL days (96 hours) per calendar year (July 1-June 30)
- If an eligible employee is hired mid-year, they will receive five PSL days(or 40 hours) on their first day of employment for use during the remainder of the employee's first calendar year of employment.

Eligible regular, full-time employees will carry over sick leave without a cap. Eligible regular, part-time employees will carry over sick leave up to a cap of 80 hours. Once the employee's PSL reaches the maximum, further allotment of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be allotted for the period in which the employee's PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to this maximum accrual.

6.3.4 Temporary Employees – Accrual, Cap & Carryover

Eligible temporary employees, including as-needed substitutes, will accrue one hour of PSL for every 30 hours worked beginning on their first day of employment. Accrual of PSL for eligible exempt employees will be calculated based on a 40-hour workweek or the employee's normal workweek if the employee normally works less than 40 hours. PSL accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence.

There is an 80-hour cap on PSL accrual for temporary employees. Eligible full-time employees will accrue sick leave without cap. Once the employee's PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which the employee's PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to this maximum accrual.

6.3.5 Limits on Use

Eligible employees may use accrued PSL beginning on the 90th day of employment. Each calendar year, part-time and temporary employees may only use a maximum of 40 hours of their accrued PSL. There is no limit on annual use of PSL by full-time employees.

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

6.3.6 Notification

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

6.3.7 Termination

Employees will not receive pay in lieu of accrued but unused PSL. Accrued but unused PSL will not be paid out upon termination. The School will reinstate accrued sick leave if the employee returns to the School within six (6) months.

6.3.8 No Discrimination or Retaliation

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

6.4 Bereavement Leave

Eligible full-time employees may take up to five (5) days paid leave within a 3 month period following the death of a parent, parent-in-law (including the parent of a domestic partner), spouse, domestic partner, child (including stepchild or the child of a domestic partner), sibling, grandparent (including the grandparent of a domestic partner), grandchild (including the grandchild of a domestic partner). Paid bereavement leave is available only to a full-time employee who has been working at the School for twelve (12) consecutive months (for administrative/classified employees) or one (1) full academic year (for teachers).

Upon request, and at the Superintendent's discretion, employees not eligible for paid bereavement leave may take up to five (5) days unpaid leave per rolling 12-month period as bereavement leave. However, the School may require that the employee substitute accrued vacation days (pursuant to the School's vacation policy), or accrued compensated time off (discussed below) to cover all or part of any unpaid bereavement leave. The School retains the right to request verification from a funeral home or by a death certificate for any absences taken under this policy.

6.5 Family 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) work weeks (or twenty-six (26) work weeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

- Employee Eligibility Criteria

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

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

The twelve (12) 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 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, grandchild, 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. Employees are limited to one (1) designated person per twelve (12) month period.
 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 month period” in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
 4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the

Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday. FMLA leave is calculated in full workweeks, even if a holiday falls within that week. Employees using intermittent or reduced schedule FMLA leave will have leave calculated based on the number of actual workdays or hours missed. This approach is aligned with Department of Labor guidance on leave calculation.

- 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 and/or Paid Family Leave benefits will not extend the length of the FMLA/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/CFRA leave if:

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

- Seniority

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

- Medical Certifications

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen [15] days of the School’s request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.
- Procedures for Requesting and Scheduling FMLA/CFRA Leave
 1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to 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.

6.6 Pregnancy Disability Leave

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

- Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.
- Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

- **Duration of Pregnancy Disability Leave**

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

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

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

- **Pay during Pregnancy Disability Leave**

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.

3. Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

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

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

- Seniority

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

- Medical Certifications

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

- Requesting and Scheduling Pregnancy Disability Leave
 1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to Human Resources. 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.

6.7 Unpaid Leave of Absence (Medical)

In an effort to comply with its duty to accommodate employees with qualifying disabilities, the School may provide leaves of absence without pay when an employee is temporarily unable to work due to a mental or physical disability, certified in writing by his or her health care provider, unless such leave would cause an undue hardship to the School. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay. Employees granted unpaid medical leave have no right to guaranteed reinstatement.

Employees will be required to use any accrued vacation and PSL during any unpaid portion of this leave. Benefit accrual, such as vacation, paid sick leave, and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment. Unless otherwise required by law, the School does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you

may self-pay the premiums under the provisions of COBRA.

6.8 Reproductive Loss Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay. This leave is only available to would-be parents, including the non-birthing parent.

6.9 Military and Military Spousal Leave of Absence

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

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

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

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

The School shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment

during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

6.10 Jury Duty/Witness Duty

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

Nonexempt employees who are called for jury/witness duty will be provided time off without pay, except that nonexempt classified staff will be paid for up to three (3) days of jury duty leave. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any accrued vacation during jury/witness duty leave.

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

6.11 Time Off for Voting

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

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

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

6.12 Emergency Duty Training Leave

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your

supervisor so that 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, please alert your supervisor before doing so whenever possible. Time off for emergency training may not exceed 14 days per calendar year.

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

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

6.13 School Appearance and Activities Leave

As required by law, the School will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of 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.

6.14 Leave for Crime Victims and Their Family Members

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

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

6.15 Rights for Victims of Domestic Violence, Sexual Assault and Stalking

The School 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 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 Human Resources.

6.14 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 if you want compensation for this time off. If you do not have accrued vacation available, you will be permitted to take the time off without pay.

6.15 Alcohol and Drug Rehabilitation Leave

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

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

6.16 Civil Air Patrol Leave

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

Employees are required to give the School as much notice as possible of the intended dates upon which the leave would begin and end. The School will restore the employee to the position 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.

6.17 Leave for Bone Marrow and Organ Donors

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 employee 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.

7. INSURANCE & RETIREMENT BENEFITS

7.1 Medical Insurance

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

7.2 Disability Insurance (Wage Supplement)

The School contributes to the State of California to provide you with State Disability Insurance ("SDI") pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. SDI is payable when you cannot work because of illness or injury not caused by employment with the School or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount.

SDI is a wage supplement provided concurrently while an employee takes an eligible leave of absence under School policy and applicable law. The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the California Employment Development Department.

7.3 Paid Family Leave (Wage Supplement)

Under California law, eligible employees may participate in the Paid Family Leave ("PFL") program, which is part of the state's unemployment compensation disability insurance program. The PFL program provides up to eight weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill or injured child, spouse, parent,

registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child (birth, foster care, adoption). The PFL program does not provide job protection or reinstatement rights. It is a wage supplement provided concurrently while an employee takes an eligible leave of absence under School policy and applicable law.

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

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

7.4 Unemployment Compensation

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

7.5 Social Security

Eligible employees are entitled to Social Security retirement benefits.

7.6 Workers' Compensation Insurance

7.6.1 Provided Insurance

At no cost to you, you are protected by the School's workers' compensation insurance policy while employed by the School. This policy covers you in case of occupational injury or illness.

7.6.2 Work Related Injuries

If you are injured at work, you must report the injury to your supervisor immediately, regardless of how minor it may appear. Timely reporting ensures you receive appropriate medical care and helps protect your rights under California Workers' Compensation Law.

7.6.3 Initial Medical Treatment Requirement

Unless you have a valid predesignation of personal physician form on file (see below), you are required to receive your initial medical treatment from a provider within the Medical Provider Network (MPN) designated by our workers' compensation insurance carrier. A list of approved MPN providers is available from Human Resources and is posted in common areas at each worksite.

7.6.4 Predesignation of Personal Physician

California law allows you to be treated by your personal physician immediately after a work-related injury only if all of the following conditions are met prior to the injury:

1. You provide written notice to Human Resources using the Predesignation of Personal Physician Form.
2. The form includes the name, business address, and contact information of your personal physician.
3. Your physician is your regular doctor (i.e., a general practitioner or internist) who has previously directed your medical treatment and retains your medical records.
4. Your physician agrees to be predesignated and is willing to provide treatment in the event of a work-related injury.
5. The form is signed by your physician and submitted to Human Resources before the injury occurs.

If these conditions are not met, you must seek treatment from an MPN provider for your work injury. Failure to do so may delay medical treatment and/or affect your workers' compensation benefits.

Please contact Human Resources to:

- Report an injury
- Access the list of MPN providers
- Obtain a Predesignation of Personal Physician Form

7.7 Life Insurance and Other Benefits

Please contact Human Resources for complete information on the School's life insurance policy, employee assistance program, and flexible spending accounts.

7.8 California State Teachers Retirement System ("STRS")

Teachers and other eligible certificated staff are automatically enrolled in the California State Teachers Retirement System ("STRS"). Additional information regarding this retirement program may be obtained from Human Resources.

7.9 California Public Employees' Retirement System ("PERS")

Classified staff are automatically enrolled in the California Public Employees' Retirement System ("PERS"). Additional information regarding this retirement program may be obtained from Human Resources.

7.10 Retirement

The School offers two Tax Advantaged Retirement programs: 403(b) and 457 Plans. All eligible employees may participate in these plans by making voluntary salary reduction contributions. Contributions can be made on a pre-taxed basis or by an after-tax contribution (Roth 403(b)). The 403(b) account can be invested in either a tax-sheltered annuity (TSA) or a custodial account composed of mutual funds. The 457 plans can be invested in a custodial account only. For more information about the plans or to view the Summary Plan Descriptions, please contact Human Resources.

STAFF HANDBOOK ACKNOWLEDGMENT AND AT-WILL AGREEMENT

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

I have received a copy of the School's Staff Handbook. I understand that it is my responsibility to carefully read and understand its contents and I agree to follow the policies stated therein. I agree that the School and I both have the right to terminate my employment at any time, with or without notice, and with or without cause. I further understand that transfers, demotions, suspensions, employee discipline, and changes in the terms and conditions of employment may be administered at the sole and absolute discretion of the School. I understand that I am an at-will employee. I understand that these conditions of my employment may not be modified orally and may only be modified in a writing signed by the Superintendent of the School and me.

I understand that nothing in the Handbook is intended, nor should be construed, as a limitation of my right and the School's right to terminate the employment relationship at any time, with or without notice, and with or without cause, or the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that nothing in the Handbook is intended, nor should be construed, to create an implied or express contract of employment contrary to this express at-will agreement or to the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that the School reserves the right to depart from and modify the policies stated in the Handbook at its sole discretion, with the exception of my at-will status and the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment. The foregoing constitutes the entire terms of the agreement between me and the School regarding the duration and at-will nature of my employment and the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion.

Date:

Signed:

Employee Name:

(This will be sent electronically and signed in PublicSchoolWorks).

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 Human Resources, the Superintendent, or the Board Chair.

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.

The School 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):

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 further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____ Date: _____