

New Jerusalem Elementary School District



Employee Handbook

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New Jerusalem Elementary School District

31400 S. Koster Rd.

Tracy, CA 95304

EMPLOYEE HANDBOOK

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Superintendent's Greeting

It is a privilege to serve as Superintendent of New Jerusalem School District, a place that has been close to my heart for over 25 years. My journey began as a Speech Therapist before transitioning into teaching at New Jerusalem Elementary—my own childhood school. Over the years, I have had the honor of supporting students as a teacher, administrator, and now as Superintendent.

As we move forward, my focus remains on strengthening curriculum, enhancing student support, and fostering positive learning environments where every child feels safe, valued, and inspired to succeed.

Education is more than academics; it's about nurturing the whole student. Together, with our dedicated educators, families, and community, we will continue to create opportunities that empower students to reach their full potential.

Thank you for choosing to be part of our amazing team!

Kellyann Reis, Superintendent

About Our District

In 1865, the Ebe family arrived by covered wagon and settled near what would become New Jerusalem. In 1874, Henry Ebe donated two acres for a school, on the condition it carry the name "New Jerusalem." He and his wife raised eleven children who attended the school, and he served as a Trustee.

By 1879, Mrs. Reynolds, the first teacher, oversaw 38 students with 84% attendance. From the start, families worked together to ensure strong, locally rooted education. Many of today's students descend from those in the original one-room school.

As agriculture and population grew, the district expanded its curriculum, updated facilities, and modernized teaching. By the late 20th century, new methods and digital tools refined learning. In 2001, the district founded Delta Charter School, creating diverse pathways.

Rooted in "country values"—respect, responsibility, and community—it remains dedicated to academic excellence and collaboration with families. From humble farmland origins to a forward-thinking educational community, its legacy reflects resilience, partnership, and commitment to future generations.

Introduction

This Handbook was prepared to help employees find the answers to many questions that they may have regarding their employment with NJESD (the District). Please review these policies carefully. If you have any questions about the policies outlined in this Handbook, or if you have any other personnel related questions, whether related to policies specifically addressed in this Handbook, please consult **Human Resources**.

This Handbook is intended only as a guide to the District's personnel policies, outlining and highlighting those policies and practices. It is not intended to create any expectations of continued employment, or an employment contract, express or implied. This Handbook supersedes any previously issued handbooks.

Additionally, this Handbook serves as a comprehensive resource for all District employees and should be read in conjunction with any applicable Board Policies and Collective Bargaining Agreements (CBAs). In the event of a conflict between the provisions of this handbook and the terms of an applicable CBA, the CBA will take precedence.

I. Hiring Policies and Procedures

Nothing contained in this Handbook, the employment application, District memoranda or other materials provided to any employee in connection with his/her employment, other than a signed, approved employment contract, shall require the District to have "cause" or reason to terminate an employee or otherwise restrict the District's right to terminate an employee at any time for any reason. No District representative is authorized to modify this policy for any employee, unless in writing, signed by both the **Superintendent of Schools** and approved in writing by the Board of Directors.

A. At Will Employment

The District is an at-will employer. This Handbook does not in any way reflect a modification to this policy and does not reflect a contract of employment, either express or implied, between you and the District. Accordingly, either you or the District may terminate this relationship at any time, for any reason, with or without cause, and with or without prior notice.

Nothing contained in this Handbook, employment applications, District memoranda or other materials provided to any employee in connection with his/her employment shall require the District to have "cause" or reason to terminate an employee or otherwise restrict the District's right to terminate an employee at any time for any reason. No District representative is authorized to modify this policy for any employee, unless in writing, signed by both the Superintendent and approved in writing by the School Board.

B. Equal Employment Opportunity Policy

New Jerusalem Elementary School District is an equal opportunity employer that does not discriminate based on actual or perceived race or ethnicity, gender, gender identity and expression, sex, sexual orientation, religion, color, national origin, ancestry, immigration status, physical or

mental disability, marital status, age, genetic information, citizenship, or medical condition. This policy extends to all employees in all aspects of employment, including the hiring of new employees.

To comply with applicable laws, The District 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. To perform the essential functions of the job, any applicant or employee requiring accommodation should contact **Human Resources** and request such accommodation.

The District also prohibits retaliation against any employee or applicant who complains, testifies or in any way participates in the district's complaint procedures.

If you believe prohibited discrimination has occurred, please contact your direct supervisor or **Human Resources** immediately. Reports will be investigated, and appropriate corrective action will be taken.

C. **Employee Classification**

The District's employees are classified in the following categories: Exempt, non-exempt, and full-time, part-time, or temporary. For any questions regarding your classification, please consult **Human Resources**.

Exempt Employees hold positions that meet the exemption criteria under applicable state and federal laws, which exempt them from overtime pay requirements. These employees are compensated on a salary basis, as outlined in their employment notification, and are not eligible for overtime pay.

Non-Exempt Employees occupy roles that do not meet the exemption criteria under state or federal laws. As such, they are eligible for overtime wages for overtime hours worked, in accordance with applicable laws and the terms of their employment notification.

Full-Time Employees are defined in accordance with the terms outlined in the employment notification.

Part-Time Employees are defined in accordance with the terms outlined in the employment notification.

Temporary Employees are hired for a limited duration or specific projects, as specified in their employment notification.

Eligibility for Benefits

Part-time and temporary employees are not entitled to benefits provided by the District, except as required by law. If you have any questions about your classification, please consult **Human Resources**.

D. Probationary Period

The District prioritizes hiring and retaining qualified personnel to support its educational programs. Newly hired classified and certificated employees must complete a probationary period to assess their performance and compatibility. This section details policies on probationary status.

1. Classified

All newly hired classified employees shall serve a probationary period during which the District shall determine their suitability for long-term employment. A probationary employee who has been employed by the District for at least six (6) months and has worked a minimum of 130 days, whichever period is longer, will have completed the probationary period.

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the supervisor is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

The District may, without cause, dismiss an employee during the probationary period. Employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed the probationary period. Per Board policy, an employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which the employee was promoted.

The District shall follow all applicable California Education Code requirements regarding classified employee layoffs, including providing written notice prior to March 15 as required by Education Code section 45117.

Classified employees whose positions require specialized training, certifications, licenses, permits, or other qualifications as a condition of employment are responsible for obtaining and maintaining such requirements at their own expense, unless otherwise authorized by the District.

2. Certificated

Each of the District's certificated staff is required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher, administrator, or pupil personnel staff in other public schools would be required to hold.

It is the responsibility and a condition of continued employment of all certificated staff to maintain and keep current such certificates, permits or other documentation and provide to the **Credential Analyst** no later than the close of business on the first day the employee reports for duty for new employees, and no later than the close of business three days after the District provides the employee with its reasonable assurance of continued employment for the next school year. If an instructional staff employee believes that he or she is assigned to teach in a subject in which he or she does not have subject matter competence, the employee should immediately report the same to **Credential Analyst**. Staff members who are required to meet these state certification, expertise, and related requirements must maintain such qualifications as a condition of employment at the

District. Nothing in this section is intended to alter the at-will status of the employee's employment.

The District may decide not to rehire a certificated employee and will give written notice to the employee on or before March 15 as consistent with California Education Code.

E. Relationships Between Employees

Employees should not supervise relatives or engage in relationships that could lead to conflicts of interest or favoritism. Supervisors must avoid dating or forming close social relationships with employees under their supervision. Any such relationship must be disclosed to the District to address potential issues.

The District may act if relationships compromise safety, morale, security, create conflicts of interest, or perceived favoritism.

F. Tuberculosis Screening

All district employees must undergo a TB risk assessment upon hire and every four (4) years thereafter while employed by the district. The risk assessment is performed on-site by the district nurse and is used in lieu of a Tuberculin skin test for those who are not considered high-risk. If the assessment reveals that an employee is considered high-risk, that individual will be referred to a licensed medical provider of their choice to undergo a Tuberculin skin test. The district will reimburse the employee for the skin test cost. Negative skin test results must then be submitted to **Human Resources** and the district **Nurse** before employment starts.

Note: The risk assessment is not necessary for those employees who submit a negative skin test or negative chest x-ray from a licensed provider dated within the last 2 years OR have a valid risk assessment from another district dated within the last 4 years.

G. Criminal Background Checks

The District contracts with San Joaquin County Office of Education to perform the fingerprinting and background check for all applicants. Applicants must bring a valid picture ID to the fingerprinting appointment and the form provided by **Human Resources**. The District covers the cost of fingerprinting. The District will not employ a person who has been convicted of a violent or serious felony.

H. Mandated Reporter Training

All employees are mandated reporters, as defined in the California Penal Code, and are required to participate in approved mandated reported training provided by the District within six weeks of the employee's hire date and annually thereafter within the first six weeks of each academic year. The District will provide yearly training regarding the reporting duties of mandated reporters.

II. General Workplace Policies

A. Title IX

New Jerusalem Elementary School District (NJESD) adheres to all federal, state, and local civil rights laws that prohibit sex discrimination and sex-based harassment in employment and education. NJESD does not discriminate in its admissions, employment, educational programs, or educational activities on the basis of sex.

Title IX of the Education Amendments of 1972 is one of several federal and state anti-discrimination laws that ensure equality in education. Title IX prohibits discrimination, harassment, exclusion, denial, limitation, or separation based on sex or gender. Title IX applies to male and female students and employees in any educational institution receiving federal funding. No district student or employee shall be excluded from participating in, denied the benefits of, or be subject to harassment or other discrimination in any academic or extracurricular program or activity based on sex.

California state law includes additional protected characteristics: sexual orientation, gender, gender identity, and gender expression. California Education Code Sections 200-282 and NJESD Board Policy 0410 prohibit discrimination based on sex, sexual orientation, gender, and gender identity or gender expression.

Questions regarding Title IX, including its application and/or concerns about noncompliance, should be directed to the **Title IX Coordinator**. For a complete copy of the Policy or more information, please visit NJESD.net or contact the **Title IX Coordinator**.

1. Retaliation Policy

The District prohibits retaliation against any individual for opposing unlawful practices, filing complaints, participating in investigations, or requesting accommodations for disability or religious reasons. Retaliation includes adverse actions such as demotion, suspension, unfavorable employment decisions, or denial of benefits. Employees engaging in retaliation will face disciplinary action, up to termination.

B. Workplace Violence/Harassment

The District takes the safety and security of its employees seriously. The District does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment, and/or coercion, that involve or affect the District or that occur, or are likely to occur, on District property. A copy of the District's Workplace Violence Prevention Plan ("WVPP") may be obtained, free of charge, by contacting the **Director of Safety**. Please refer to the WVPP for more information on workplace violence safety protocols.

C. Chain of Command Policy

The District wishes to provide the most positive and productive work environment possible. Other than in situations involving harassment, please contact your supervisor, manager, or director with questions or concerns. If the situation is not resolved to your satisfaction, please contact the **Human Resources Director**, preferably in writing, who will further investigate the issue.

D. Whistleblower Policy

All employees shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, the County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or district employee that violates State or Federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency.

No employee shall use or attempt to use official authority status or influence to intimidate, threaten, coerce, or command, or attempt to intimidate, threaten, coerce, or command another employee for the purpose of interfering with that employee's right to disclose improper governmental activity.

E. Drug Free Workplace

The District is committed to a drug, alcohol, and tobacco free workplace to ensure the safety of staff and students that is consistent with Board Policy. An employee shall not unlawfully manufacture, distribute, dispense, possess, or use any controlled substance in the workplace.

F. Health, Safety, and Security Policies

The District is committed to maximizing employee safety. To prevent injuries and illness, the district has created a Comprehensive School Safety Plan and Injury and Illness Prevention Plan. For more detailed information and procedures, or to report on an unsafe working environment, please contact the **Director of Safety**.

G. Company Property Inspections

The District is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives, and other improper materials. The District provides property and facilities to its employees to carry out business on behalf of the District. Employees do not have a reasonable expectation of privacy when using any District property or facilities. District property includes all desks, storage areas, workstations, lockers, file cabinets, computers, telephone systems, email systems and other District provided storage devices.

H. Lactation

In compliance with State and Federal law, the District shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. To the extent possible, any break time granted for lactation shall run concurrently with the brake time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid.

The employee shall be provided with a space which may be used by the employee for expressing breast milk or breastfeeding as needed. The lactation space shall be a private room or location, other than a bathroom, which may be the employee's work area or another location close to the employee's work and shall meet all the Labor Code requirements.

I. Employees Who Are Required to Drive

All employees authorized to drive District-owned or leased vehicles or personal vehicles in conducting District business must possess a current, valid driver's license and provide proof of liability insurance. Employees must abide by all state or local laws regarding traffic, vehicle safety, and parking.

When employees are required to drive their own vehicle on approved District business, they are required to maintain proof of a current, valid license and proof of current, effective insurance coverage. If the employee is transporting co-workers, the District may identify the required minimum insurance coverage necessary above limits required by law. If an employee's license is revoked or he/she fails to maintain personal auto insurance coverage, the District retains the right to transfer to an alternative position, suspend, or terminate that employee. Reimbursement rates for driving District approved business in private vehicles will be at the rate established by District policy.

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.

J. Soliciting/Conducting Personal Business While on Duty

Employees shall not solicit District staff, students, or their families with the intent to sell merchandise, equipment, or services for their own personal profit or benefit without approval. This prohibition includes distributing literature, attempting to sell items or products, or recruiting business opportunities for oneself. Distribution of materials is also against the District's policy if it interferes with access to facility premises, if it results in litter, or is conducted in areas where other employees are working. Solicitation during non-work time, e.g., paid breaks, lunch periods or other such non-work periods, is permissible. If any employee or non-employee wishes to solicit District staff, the employee shall seek Superintendent approval prior to solicitation.

K. Use of District Communication Equipment and Technology

All District owned communications equipment and technology, including computers, electronic mail systems, voicemail systems, internet access, software, telephone systems, document transmission systems and data processing systems remain the property of the District and are provided to the employee to carry out business on behalf of the District. Employees have no expectation of privacy in any communications made using District owned equipment and technology. Communications (including any attached message or data) made using District owned communications equipment and technology are subject to review, inspection, and monitoring by the District.

Additionally, the District uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by minors, internet access harmful to minors. These measures may include, but are

not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

Employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Internet Use Policy and Agreement. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student Internet Use Policy and Agreement, will be subject to discipline, up to and including termination.

District e-mail, technology, and internet use is for business purposes only. All employees using the internet through the District's communications equipment and technology must respect all copyright laws. Employees are not allowed to copy, retrieve, modify or forward copyrighted materials unless authorized by law or with express written permission of the copyright owner. Employees are not permitted to use the District's communications equipment and technology to view visual images that are obscene, child pornography or images harmful to minors.

The e-mail system and internet access are not to be used in any way that may be disruptive, harassing, or offensive to others, illegal or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, gender, sexual orientation, age, religious beliefs, or political beliefs may not be displayed or transmitted. The e-mail system and internet access are not to be used in any manner that is against the policies of the District, contrary to the best interest of the District or for personal gain or profit of the employee against the interests of the District. Employees must not use the District's communications equipment and technology for the unauthorized disclosure, use and dissemination of personal information regarding students.

Employees should not attempt to gain access to another employee's email, digital files, or voicemail messages without the latter's express permission. Each employee is responsible for the content of the messages sent using District issued equipment or technology. It is prohibited to use another employee's computer to send messages to create the appearance that they are from that employee unless that employee expressly authorizes such use.

L. Employee Social Media

If an employee decides to keep a personal blog, or use other social media, that discusses any aspect of his/her workplace activities, the following restrictions apply:

- District equipment, including its computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be adhered to;
- Employees must make clear that the views expressed in their blogs are their own and not those of the District;

- Employees may not use the District's logos, trademarks and/or copyrighted material and are not authorized to speak on the District's behalf, unless authorized in writing by the **District Superintendent or designee**.
- Employees are not authorized to publish any proprietary, financial marketing, strategic or other confidential business information belonging to the District that is clearly defined and does not relate to terms and conditions of employment;
- Employees are prohibited from making racist, sexist, or otherwise discriminatory comments and/or that would create a hostile work environment;
- Employees must comply with all District policies, including, but not limited to, rules against sexual harassment, unlawful harassment, discrimination, and retaliation;
- Employees should not make threats of violence or remarks that are obscene, malicious, or bullying with relation to the District, students, co-workers, supervisors, parents, and/or other District associated persons or entities;
- Employees should not spread rumors or other disparaging statements about the District, co-workers, students, supervisors, parents, and/or other District associated persons that the employee knows to be false;
- Nothing in this handbook is intended to limit an employee's ability to discuss wages, hours, terms, and conditions of employment or to their right to self-organize or join labor organizations or any other protected activities under the National Labor Relations Act.

The District reserves the right to take disciplinary action against any employee whose internet presence violates this or other District policies.

M. Participation in Recreational or Social Activities

Employees may participate in activities sponsored by or supported by the District. Participation in such activities is strictly voluntary. An employee's participation in social and recreational activities is at the employee's own risk and the District disclaims all liability arising out of the employee's participation in these activities.

N. Personnel Files and Record Keeping Protocols

At the time of your employment, a personnel file is established for you. Employees should keep their personnel file up to date by informing **Human Resources** of any changes. Such changes include change in name, address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency.

You have the right to inspect certain documents in your personnel file in the presence of a District representative, at a mutually convenient time. A request for inspection or copying of information contained in the personnel file must be directed to **the Human Resources Director**.

The District will restrict disclosure of your personnel file to authorized individuals within the District. Only the **Director of Human Resources or designee** is authorized to release information

about current or former employees. The District will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations or as otherwise legally required.

III. Hours of Work, Overtime, and Attendance

A. Work Hours and Schedules

NJESD District Office is normally open for business 7:30am-4:00pm, Monday-Friday, excluding holidays and breaks. School site office hours may vary. Each employee will be assigned a work schedule and expected to begin and end work according to it.

Occasionally, certificated staff may be required to attend staff meetings scheduled outside of the regular student bell schedule or teaching schedule and may be assigned additional duties or extra-duty assignments, as directed by site or District leadership.

B. Overtime

Overtime is paid in compliance with State and Federal law and according to an applicable Collective Bargaining Agreement and with **prior approval** from the Superintendent.

C. Work Breaks

Employees who work more than five (5) hours in one day are required to take one duty free **thirty-minute** unpaid and uninterrupted meal break. Non-exempt employees must take their meal break within the first five hours of work during a working period.

Employees must take two fifteen-minute paid break periods for each full 8-hour workday, as close as practicable to the mid-point of the employee's shift. Employees who work less than a full 8-hour workday are entitled to one fifteen-minute paid break. Employees should contact their immediate supervisor to schedule their meal and break periods. Employees are not allowed to join together meal or rest periods for longer breaks and are not allowed to skip a meal or rest period to start work later or leave work earlier.

If an employee believes that he/she cannot take a meal or rest period, or he/she cannot take the full meal or rest period, the employee must notify their supervisor in advance when possible so that proper measures may be taken.

D. Remote Work

Any arrangement to work full-time, part-time, or short term remotely must be approved by the Superintendent. Remote work shall comply with all district policies, administrative regulations, work schedules, and job assignments. Remote employees shall notify their supervisor when they are unable to perform their work assignments due to illness, equipment failure, travel, or other circumstance.

Remote work shall be done in a location that is safe and free from obstructions, hazards and distractions. Remote employees are expected to respond to their supervisor vial call or email within 30 minutes, unless the employee is on an agreed upon lunch or break time.

All District records and communications shall be retained and safeguarded against damage or loss, and shall be kept confidential. Employees shall use caution in accessing the internet from public locations and accessing information from networks outside of the district in order to safeguard confidential information.

E. Pay Days

Paydays are scheduled on the last business day of each month. Each paycheck will include earnings for all reported work performed through the end of the payroll period. If a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the last business day before the weekend or holiday.

Supplemental pay, including approved extra duty assignments, stipends, and other supplemental earnings, will be issued on the 10th of each month. If the 10th falls on a weekend or holiday, supplemental pay will be issued on the last business day preceding the scheduled pay date.

Employees should promptly notify the **Payroll/Benefits Coordinator** if you have a question regarding the calculations of your paycheck; any corrections will be noted and will appear on the following payroll.

F. Overpayment of Wages

If the District determines an employee has been overpaid, the district shall notify the employee in writing of the overpayment, afford the employee an opportunity to respond before commencing any recoupment actions, and inform the employee of the employee's rights to dispute the existence or amount of the claimed overpayment. If the employee agrees there was an overpayment in the claimed amount, reimbursement shall be made to the district through one of the methods described in Education Code 44042.5 as mutually agreed upon by the employee and the District.

If a mutual agreement in a method of reimbursement is not reached, within 30 days of the employee verifying the overpayment amount, the district shall recoup the overpayment through payroll deductions in accordance with the Education Code. If the employee disputes the existence of or amount of the district's claimed overpayment, the District shall initiate a legal action to recover the overpayment.

If the employee separates from the district before the overpayment is fully repaid, the District shall withhold the remaining balance due from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the employee. If an outstanding overpayment balance remains, the District shall exercise any legal means to recover the amount owed by the employee.

G. Payroll Withholdings

The District is required by law to withhold Federal Income Tax, State Income Tax, and Social Security (FICA) from each employee's pay as follows:

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask the **Payroll/Benefits Coordinator** to explain them to you.

You may change the number of withholding allowances you wish to claim for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the **Payroll/Benefits Coordinator**.

The District offers programs and benefits beyond those required by law. Employees who wish to participate in these programs may voluntarily authorize deductions from their paychecks. Please contact **Human Resources** for more details.

H. Attendance Policy

Employees are hired to perform essential functions for the District. Employees expected to adhere to regular attendance and to be punctual. If employees must be absent, they are expected to place their absence and reason in the absence management system (Red Rover) at least one hour prior to the start of their shift and notify their immediate supervisor promptly.

Excessive absenteeism and tardiness will not be tolerated and may lead to disciplinary action, up to and including termination. An absence or tardiness without notification to your supervisor may also lead to disciplinary action, up to and including termination.

Employees who are absent for three (3) or more consecutive workdays are required to provide a medical note verifying the absence and confirming their ability to return to work. Failure to report absences or provide required documentation may result in disciplinary action, up to and including termination.

I. No-Call/No Show Policy

Employees are expected to notify their supervisor in advance when they will be absent from work. Repeated failure to report absences or failure to notify a supervisor of an absence may result in disciplinary action, including formal discipline, written warnings, and dismissal from employment.

I. Time Records

Time records must be accurately kept reflecting supplemental/extra time and overtime hours worked. Physical time records must be signed by employees, verifying, and attesting to the truth of the information contained therein. All overtime records must be pre-approved in writing by the **Superintendent**.

J. Mandatory Training and Meetings

The District will compensate non-exempt employees for attending mandatory training, lectures, and meetings held outside regular working hours. However, voluntary training, lectures, and meetings are not eligible for compensation.

IV. Standards of Conduct

A. Personal Appearance

Employees are expected to wear clothes that are neat, clean, and professional while on duty. Employees are expected to appear well groomed and appear within professionally accepted standards suitable for the employee's position. Your immediate supervisor will inform you of any specific dress requirements for your position.

B. Prohibited Conduct

The District expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees engaging in misconduct will be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited by the District. This list is not exhaustive and is intended only to provide you with examples of the type of conduct that will not be tolerated by the District.

- Unexcused absence and/or lack of punctuality
- Release of confidential information without authorization
- Possession of or reporting to work while under the influence of alcohol or illegal drugs and controlled substances
- Theft or embezzlement
- Willful destruction of property
- Conviction of a felony or conviction of a misdemeanor making the employee unfit for the position
- Falsification, fraud, or omission of pertinent information when applying for a position
- Any willful act that endangers the safety, health, or wellbeing of another individual
- Horseplay
- Any conduct that has gained sufficient notoriety to impair his/her on-campus relationships
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the District
- Misuse of District property or funds
- Possession of firearms, or any other dangerous weapon, while acting within the course of your employment with the District
- Acts of discrimination or illegal harassment based on gender, ethnicity or any other basis protected by state or federal law
- Failure to comply with the District's safety procedures
- Insubordination
- Failure to follow any known policy or procedure of the District or gross negligence that results in a loss to the District
- Violations of federal, state, or local laws affecting the organization or your employment with the organization
- Unacceptable job performance

- Dishonesty
- Failure to keep a required license, certification or permit current and in good standing
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record
- Unreported absence of any three consecutively scheduled workdays
- Unauthorized use of District equipment, materials, time, or property
- Working unauthorized overtime or refusing to work assigned overtime
- Abuse of sick leave
- Sleeping or malingering on the job
- Immoral conduct
- Unfitness for service

C. Student and Staff Code of Conduct

The District expects all staff members, volunteers, independent contractors, board members, and all others participating in District activities (collectively, “Staff”), to maintain the highest professional, moral, and ethical standards in their conduct with students.

All District Staff are expected to abide by a professional standard of conduct. Any type of sexual relationship, sexual contact or behavior considered sexual in nature between District Staff and students is strictly prohibited. The prohibition applies to individuals of the same or opposite sex. It also applies whether or not the student initiates, welcomes or reciprocates the behavior.

Staff are expected to understand that even the appearance of an inappropriate relationship will adversely impact their effectiveness in the District environment. As such, Staff are prohibited from forming social and/or personal relationships with students outside the classroom.

Reporting Procedures

Any person with knowledge or suspicion of an improper relationship between student and Staff must immediately report the conduct to any administrator. Anonymous complaints of inappropriate fraternization by Staff with students will be investigated. Staff, students, and witnesses who make a good-faith report of suspected inappropriate Staff-student relations violations, or who cooperate in inquiries or investigations related to the investigation of such a report, shall be protected from retaliation.

D. Confidential Information

Under the Family Educational Rights and Privacy Act (FERPA), all information relating to students, including Districts or schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files.

E. Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations that he or she believes may constitute a conflict of interest, should immediately disclose the relevant circumstances to his or her immediate supervisor for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the District may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts related to a potential or actual conflict of interest shall constitute grounds for disciplinary action. Employees shall not be financially interested in any contract made by them in their official capacity.

F. Outside Employment

Employees should not accept any employment or consulting relationship with another person or entity while employed by the District that would interfere with their ability to satisfactorily perform their job duties. The District will hold all employees to the same standards of performance and scheduling demands and will not make any exceptions for employees who also hold outside jobs.

G. Expense Reimbursements

The District will reimburse employees for certain necessary expenses incurred in the furtherance of District business. To be eligible for reimbursement, employees must follow the protocol set forth in the District's policy regarding expenditures, a copy of which may be obtained from the **Business Services**. All expenses must have been previously approved in writing by your supervisor. All reimbursement forms must be complete and submitted to **Business Services**.

V. Employee Benefits

A. Insurance Benefits

1. Health Insurance

Full-time employees are required to enroll in health insurance benefits as outlined in the District's health insurance plan. The District will contribute up to the Board approved cap. The employee's portion of monthly premiums will be deducted from the employee's paycheck. Enrollment opportunities are available at the time of hire, during open enrollment, or when experiencing a qualifying event. Contact **Payroll/Benefits Coordinator** with questions.

2. Workers' Compensation Insurance

Eligible employees are entitled to Workers' Compensation Insurance benefits when suffering from an occupational illness or injury. If you are injured at work, please do the following:

1. Call the Keenan "Company Nurse" and follow instructions provided for accidents.
2. After visiting the District's authorized Industrial Accident physician, you will be given a "Work Status Report" form. A copy of this form must be provided to Human Resources after each appointment.

3. When you are released for modified/restricted duty, provide the modifications to your supervisor and Human Resources. Follow all doctor's orders. Attend all scheduled appointments. When reporting an absence due to Worker's Compensation leave, please include the date of injury.

Workers' Compensation Fraud is a felony. Anyone who knowingly files or assists in the filing of a false workers' compensation claim may be prosecuted.

B. Sick Leave/Personal Leave

Sick leave is a benefit provided by the District that employees can use for illness or injury. Sick pay is dependent on job category and status. Please see **Payroll/Benefits Coordinator** for details on your sick leave.

Employees shall earn sick leave at the rate of one day per month (allocated annually in July) of service in paid status (to be prorated on hours worked per day) based on the employee's defined work year.

Employees' sick leave allocation shall be as follows:

- a. 12 Months = 12 Days
- b. 11 Months = 11 Days
- c. 10 Months = 10 Days
- d. School Term = 10 Days

C. Personal Necessity Use of Sick Leave

1. Accumulated sick leave, up to maximum of seven (7) days per year (July 1-June 30), may be used by an employee at their election in cases of personal necessity. If personal necessity leave is exhausted, the leave is unpaid.
2. The employee shall not be required to secure advance permission for leave taken for any of the following reasons:
 - a. Death or serious illness of a member of their immediate family.
 - b. Accident, involving their person or property, or the person or property of a member of their immediate family.
 - c. Appearance in any court or before any administrative tribunal as litigant, party or witness under subpoena or any order with jurisdiction.
 - d. Emergency Home Repair (that cannot be scheduled during non-duty hours).
 - e. Attending a family emergency or crisis (that cannot be handled during non-duty hours).
3. **In all other cases of personal necessity, prior approval/notification is required** to be submitted electronically via the absence management system. Types of personal necessity leaves that will be considered include, but are not limited to, the following:
 - a. Extended Bereavement Leave;
 - b. Medical appointments for dependents;

c. Other

D. Leaves of Absence

Under certain circumstances, the District may grant leaves of absence to employees. Employees must submit requests for leaves of absence in writing to the **Human Resources Director** as far in advance as is practical.

This Handbook summarizes leave that may be available to employees. Most leave policies have differing requirements for eligibility, duration, benefits, etc. Therefore, employees should contact **Human Resources** to request specific information relating to a particular leave policy.

While out on a leave of absence, employees may not accept employment with another company or person unless agreed to in advance in writing by the District's **Superintendent or designee**. Acceptance of employment in violation of this policy will be considered an abandonment of the employee's position with the district, and employment may be terminated. Employees shall not apply for unemployment compensation insurance while out on leave.

1. Family Care and Medical Leave

The District complies with the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

2. Medical Leave of Absence

Unpaid medical leave of absence may be granted. Ask the **Payroll and Benefits Coordinator** for information on medical leaves of absence, and any implications unpaid medical leave may have on your eligibility for employee benefits, including medical benefit plan coverage.

3. Personal Leave of Absence

The District recognizes that special situations may arise where an employee must leave his or her job temporarily. In the District's sole discretion, the Superintendent and Board of Education may grant employees unpaid leave of absences. Taking an unpaid personal leave of absence may affect your eligibility for employee benefits, including medical benefit plan coverage.

4. Funeral/Bereavement/Reproductive Loss Leave

Employees who have worked with the District for more than thirty (30) days will be allowed up to five (5) working days off to arrange and attend the funeral of an immediate family member. The days off need not be consecutive, but must be used within three (3) months of the loss.

For purposes of this policy, an employee's family member includes a current spouse, parent, sibling, child, parent-in-law, grandparent, grandchild, or domestic partner and any relationship as defined by EDC § 45194 and existing board policy.

Bereavement leave may also be used for covered reproductive loss events as defined in statute. If an employee experiences more than one reproductive loss event within a 12-month period, the

employee may not take more than 20 days within a 12-month period. Leave taken for reproductive losses must be completed within three months of the event entitling the employee to that leave, unless the employee is on other leave provided under state or federal law. In that case, the employee shall complete the reproductive loss leave within three months of the end of the other leave. Reproductive loss leave may be nonconsecutive.

The District may request reasonable documentation related to the loss of an immediate family member.

5. **Military Leave of Absence**

The District provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws.

6. **Drug and Alcohol Rehabilitation Leave**

The District will reasonably accommodate an employee who voluntarily enters and participates in an alcohol or drug rehabilitation program, including potentially providing unpaid leave to participate in the program. Please contact **Human Resources** for more information.

7. **Time Off for Jury and Witness Duty**

The District will provide employees leave to serve as required by law, on a jury or grand service as required. The School will also provide employees unpaid leave to appear in court or other judicial proceeding as a witness, as permitted by law, to comply with a valid subpoena or other court order. Please notify the **Payroll/Benefits Coordinator** of your commitment to serve on a jury or as a witness as far in advance as possible and have copies of all summons or related documents for verification.

8. **Time Off for Victims of Domestic Violence, Sexual Assault and Stalking**

If you are the victim of domestic violence, sexual assault, or stalking, you may be entitled to a reasonable accommodation for the safety of the victim while at work. The District is not required to undertake an action that constitutes an undue hardship on its business operations. If you require reasonable accommodations in line with this policy, please contact **Human Resources**.

9. **Time Off for Victims of Crime**

Employees are allowed to be absent from work for various reasons related to crime or abuse if they or their immediate family member are a victim of:

- Stalking, domestic violence, or sexual assault
- A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury
- A person whose immediate family member is deceased as the direct result of a crime.

An employee must give reasonable advanced notice to the District of the employee's intention to take time off unless the advanced notice is not feasible. Documentation may be requested from the employee.

This leave is unpaid, but the employee may choose to use available sick or personal time off. You will not be discharged, discriminated against, or retaliated against because of an absence protected by this law or because of your status as a victim of crime or abuse.

VI. Employment Evaluation and Separation

A. Employee Reviews and Evaluations

Each employee will receive periodic performance reviews by their supervisor.

B. Discipline and Involuntary Termination

Violation of the District's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions, or termination. The District may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon the first offense.

C. Voluntary Termination

Certificated - All credentialed employees of the District are expected to fulfill the terms of their employment notification. Employees considering resignation must follow the District's established procedures to ensure compliance with legal and professional obligations.

Classified/Confidential - The employee may terminate the employment relationship at any time, with or without prior notice. While it is not required, the District requests that employees electing to resign to give as much advance notice as possible (preferably two weeks) to allow the District to plan for your departure.

An exit interview may be scheduled on the last day of work with an administrator to review eligibility for benefit conversion, ensure that all necessary forms are completed, collect any company property, and to provide the employee with the opportunity to make any constructive comments regarding his or his experience working for the District.

Final pay will be provided in accordance with state law.