

Employee Handbook

2026-27

2202 W. Martin Luther King Blvd. Los Angeles, CA 90008

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ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE EXECUTIVE DIRECTOR.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature: Date: _____

Please sign/date, tear out, and return to the School.

INTRODUCTION

This Handbook summarizes New Heights Charter School's (hereinafter referred to as "NHCS" or "School") personnel policies applicable to all employees. 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 the Executive Director.

This Handbook is intended only as a guide to the School's personnel policies, outlining and highlighting those policies and practices. It is not, therefore, intended to create any expectations of continued employment, or an employment contract, express or implied. This Handbook supersedes any previously issued handbooks, policies, benefit statements and/or memoranda, whether written or verbal, including those that are inconsistent with the policies described herein.

With the exception of the at-will employment status of its employees, the School reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice (including, but not limited to, areas involving hiring policies and procedures, general work place policies, hours of work, overtime and attendance, standards of conduct, employee benefits, employment evaluation and separation) with or without notice to you. Only the Executive Director**,** with the written approval of the Board of Directors, may alter the at-will employment status of any of its employees.

Once you have reviewed this Handbook, please sign the employee acknowledgement forms at the end of this Handbook, keep one for your files and provide the other to the Executive Director. This signed acknowledgement demonstrates to the School that you have read, understand and agree to comply with the policies outlined in the Handbook.

CONDITIONS OF EMPLOYMENT

At-Will Employment

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

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

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

Equal Employment Opportunity Policy

NHCS 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;
- Color;
- Gender (including gender identity and gender expression);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- 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);
- 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"), or the Fair Employment and Housing Act ("FEHA");
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, 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. NHCS then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. NHCS 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.

Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

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

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

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

Criminal Background Checks

As a condition of employment, the School requires all applicants for employment to submit two sets of fingerprints to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and Federal Bureau of Investigation. The School will not employ a person who has been convicted of a violent or serious felony or a person who would be prohibited from employment by a public school district because of his or her conviction for any crime, unless an applicable exception applies. The School will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. The School shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification.

Immigration Compliance

NHCS 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, NHCS 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.

If you have any questions or need more information on immigration compliance issues, please contact the Executive Director.

Tuberculosis Testing

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

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

Staff/Student Interaction Policy

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

Corporal Punishment

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment)

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

B. Examples of PROHIBITED actions (corporal punishment)

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

Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

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

Duty to Report Suspected Misconduct

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or report the matter to school administrators. If the observed behavior appears to be a violation of this policy, it is the duty of every staff member to immediately report it to an administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

(a) Giving gifts to an individual student that are of a personal and intimate nature.
(b) Kissing of any kind.
(c) Any type of unnecessary physical contact with a student in a private situation.
(d) Intentionally being alone with a student away from the school.
(e) Making or participating in sexually inappropriate comments.
(f) Sexual jokes.
(g) Seeking emotional involvement with a student for your benefit.
(h) Listening to or telling stories that are sexually oriented.
(i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
(j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

(a) Giving students a ride to/from school or school activities.

(b) Being alone in a room with a student at school with the door closed. (c) Allowing students in your home.

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

(a) Remarks about the physical attributes or development of anyone.

(b) Excessive attention toward a particular student.

(c) Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

(a) Getting parents' written consent for any after-school activity.
(b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
(c) E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
(d) Keeping the door open when alone with a student.
(f) Stopping and correcting students if they cross your own personal boundaries. (g) Keeping parents informed when a significant issue develops about a student. (h) Keeping after-class discussions with a student professional and brief. (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
(j) Involving your supervisor if conflict arises with the student.

(k) Informing the Executive Director about situations that have the potential to become more severe.
(l) Making detailed notes about an incident that could evolve into a more serious situation later.
(m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
(n) Asking another staff member to be present if you will be alone with any type of special needs student.
(o) Asking another staff member to be present when you must be alone with a student after regular school hours.
(p) Giving students praise and recognition without touching them.
(r) Keeping your professional conduct a high priority.
(s) Asking yourself if your actions are worth your job and career.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

NHCS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. NHCS's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race; color; gender (including gender identity and gender expression); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); 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); 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.

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.

NHCS 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 person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Executive Director or designee.

When NHCS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Executive Director) or the Executive Director 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. NHCS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

<u>Prohibited Unlawful Harassment</u>

• 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.

Prohibited Unlawful Sexual Harassment

NHCS 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; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive sexual harassment, discrimination, and retaliation training within six (6) months of their assumption of a supervisory position and will receive further training once 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 training and/or instruction concerning sexual harassment in the workplace as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Executive Director. 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:

- Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
- Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- 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 NHCS policy.

Whistleblower Policy

NHCS 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.

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.

Confidential Information

Employees may have access to and learn confidential and personal information about the School's students. Employees are expected to keep such information confidential and not disclose such information to any third party without prior written authorization from the employee's supervisor or the Operations Director. All records relating to special education students will be kept strictly confidential and maintained in a separate file. Unauthorized disclosure of confidential information may subject the employee to immediate disciplinary action including termination of employment.

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 and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts related to a potential or actual conflict of interest shall constitute grounds for disciplinary action.

Drug Free Workplace

It is the School's policy to maintain a drug and alcohol-free workplace. No employee may use, possess, offer for sale or be under the influence of any illegal drugs, marijuana, or alcohol during working hours, including lunch and break periods, in the presence of pupils or on School property at any time.

Engaging in any of the activities above shall be considered a violation of School policy and the violator will be subject to discipline, up to and including termination. The School complies with all federal and state laws and regulations regarding drug use while on the job.

Smoking

All School buildings, facilities, and grounds are non-smoking facilities.

THE WORKPLACE

Work Hours and Schedules

The School's normal working hours for teachers are from 7:45 am - 4:15 pm at Lower Campus and 7:55-4:25 at Upper Campus, Monday through Friday. A supervisor will assign all employee work schedules. Work hours for all other staff are 8:00 am - 5:00 pm, unless otherwise authorized by your supervisor.

Emergency Shutdown/School Closing

Emergency conditions may exist causing the School to shutdown. NHCS follows the same emergency school-closing policy as the LAUSD. Therefore, if LAUSD announces an unscheduled district-wide delay of opening, closing, or early dismissal of students for any of the campuses on which NHCS operates, NHCS will follow the same plan for that campus. This only applies to emergency situations, and does not apply to planned vacation days, furlough days, or scheduled early dismissals that LAUSD has on their calendar.

Evening Events

There are evening events such as family workshops that take place approximately every other month. The schedule for these events will be shared at the beginning of the school year and all staff are expected to stay for these events, unless noted by the Executive Director.

The Executive Director has the right to require hours different from any employee's regular work schedule, including reduced hours for employees who attend college courses in the evenings.

Meal and Rest Periods

Non-exempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and NHCS mutually consent to the waiver.

Non-exempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. An employee's supervisor must be aware of and approve scheduled meal and rest periods.

Employees are expected to observe assigned working hours and the time allowed for meal and rest periods. Employees may not leave the premises during rest periods but may leave the premises during the meal period.

Lactation Accommodation

NHCS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the non-exempt employee shall be unpaid.

NHCS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

Attendance Policy

Employees are expected to adhere to regular attendance and to be punctual. If you find it necessary to be absent or late, you are expected to arrange it in advance with the Executive Director or Operations Director. If it is not possible to arrange your absence or tardiness in advance, you must notify the School Office no later than one (1) hour before the start of your workday. If you are a teacher, you are also responsible to arrange for a qualified substitute to be approved by the Executive Director. If you are absent from work longer than one day, you are expected to keep the Executive Director sufficiently informed of your situation.

Excessive absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination. An absence or tardiness without notification to the Executive Director will lead to disciplinary action, up to and including termination.

If you fail to come to work for three (3) consecutive work days without authorization, the School will presume that you have voluntarily terminated your position with the School at the close of business of the third missed day.

Time Cards/Records

By law, NHCS is obligated to keep accurate records of the time worked by non-exempt employees. Such employees shall keep be required to utilize the School's time card system.

Non-exempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All non-exempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Non-exempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the Operations Director to make the correction.

No one may record hours worked on another's worksheet. Any employee who tampers with his/her own time card, or another employee's time card, may be subjected to disciplinary action, up to and including release from at-will employment with the School.

Employee Classifications

Wage rates or salary, benefits, and job duties are affected, in part, by the employee's classification. The following are the most common employee classifications used by the School. An employee may fall into more than one of these categories:

1. Regular, Full-Time Employee:
    - Teachers – Teachers work eleven (11) months per year and forty-two and a half (42.5) hours per week in accordance with the annual work schedule below.

- Full-time Support Staff (Teaching Partners, Outdoor Staff, Student and Family Support, Afterschool Director, Technology Staff) – Full-time Support Staff work eleven (11) months per year and forty (40) hours per week in accordance with the annual work schedule below.
- Administrative Staff – These employees (such as the Executive Director, Operations Director, Operations Manager, Afterschool Director, and Office Assistants) work twelve (12) months per year and typically forty (40) hours per week in accordance with the annual work schedule below.

2. Regular, Part-Time Employee:

- Part-time Support Staff (Teaching Partners, Outdoor Staff, Student and Family Support Staff, Technology Staff) – Support Staff who work eleven (11) months per year and less than forty (40) hours in accordance with the annual work schedule below.

3. Non-exempt Employee: An employee who is subject to the provisions of federal and state law requiring the payment of overtime and meal and rest break requirements.

4. Exempt Employee: An employee who is paid a fixed salary and who otherwise meets the criteria for exclusion under the applicable federal and state wage and hour laws, including but not limited to, executive, administrative, or professional employees. An exempt employee is not eligible to receive overtime pay.

5. Temporary: Temporary employees are those employees who are hired for a limited time period, or for a specific project, and usually are not employed more than six (6) months.

If you have any questions about your classification, please consult with the Executive Director.

Relationships Between Employees

While the School's policies do not permit discrimination based on an individual's marital status, the individual's relations to another School employee 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 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 of favoritism.

Certification and Licensure of Instructional Staff

Each of the School's core academic teachers is required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold and may be required to meet certain federal requirements related to subject-matter expertise. It is the responsibility of all instructional staff to provide and maintain such certificate, permit or other documentation to the Executive Director no later than the close of business on the first day the employee reports for duty. 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 the Executive Director.

Workplace Violence

The School takes the safety and security of its employees seriously. The School does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment and/or coercion, that involve or affect the School or that occur, or are likely to occur, on School property. You should report any act or threat of violence immediately to the Executive Director.

Open Door Policy

The School wishes to provide the most positive and productive work environment possible. To that end, it has an open door policy where it welcomes your questions, suggestions or complains

relating to your job, conditions of employment, the School or the treatment you are receiving. Other than in situations involving harassment (as outlined and described above), please contact the Executive Director with your questions or concerns.

Company Property Inspections

The School is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other improper materials. Additionally, the School provides property and facilities to its employees to carry out business on behalf of the School. Accordingly, employees do not have a reasonable expectation of privacy when using any School property or facilities. In accordance with these policies, all School facilities and property, including all items contained therein, may be inspected by the School at any time, with or without prior notice to the employee. School property includes all desks, storage areas, work stations, lockers, file cabinets, computers, telephone systems, email systems and other storage devices.

The School also reserves the right to inspect any vehicle, its trunk, glove compartment or any container therein that is parked on the School property or premises. The School reserves the right to deny entry to any person who refuses to cooperate with any inspections by the School. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

Soliciting/Conducting Personal Business While on Duty

Employees are not permitted to conduct personal business or solicit personal business for any cause or organization while on-duty, or when the employee being solicited is supposed to be working. This prohibition includes distributing literature and other material. Distribution of materials is also against the School'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. Entry on the School premises by non-employees is not permitted, unless related to official School business. Solicitation or distribution of written materials by non-employees is strictly prohibited.

Use of School Communication Equipment and Technology

All School owned communications equipment and technology, including computers, cell phones, electronic mail systems, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of the

School and are provided to the employee to carry out business on behalf of the School, unless previously authorized for non-business use. Employees have no expectation of privacy in any communications made using School owned equipment and technology. Communications (including any attached message or data) made using School owned communications equipment and technology are subject to review, inspection and monitoring by the School.

Additionally, the School 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, images 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.

Passwords used in connection with the School's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized School employees. Therefore, employees are required to provide to the Executive Director or designee all passwords used in connection with the School's communications equipment and technology any time the employee's passwords are created or change. In addition, 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.

The School reserves the right, in its discretion and without employee permission, to review any employee's electronic files, e-mail messages, voicemail messages, instant messages, text messages, telephone usage, and Internet usage to the extent necessary to ensure that its Electronic Communication Systems are being used in compliance with the law and with the School's policies.

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

The e-mail system and internet access is 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 is not to be used in any manner that is against the policies of the School, contrary to the best interest of the School or for personal gain or profit of the employee against the interests of the School. Employees must not use the School'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 files or voicemail messages without the latter's express permission. Each employee is responsible for the content of the messages sent our using his/her School issued equipment. It is strictly 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.

Internet, Technology, equipment, and electronic media and services are primarily for school use. Limited, occasional or incidental use of electronic media for personal, non-school purposes is understandable and acceptable. However, employees need to demonstrate a sense of responsibility and may not abuse the privilege. The School reserves the right to access and disclose all messages sent over its e-mail system and to monitor Internet activity.

If an employee chooses to use their personal computer, personal equipment, and/or phone for school purposes, the School is not responsible for lost and/or damaged personal equipment used by the employee.

Any violations of this or any electronic communication policy may result in disciplinary action, up to and including termination.

The School has strict policies against unlawful discrimination and harassment based on any characteristic protected by state or federal law, and these policies apply to employee conduct on the School's Electronic Communication Systems. Accordingly, employees may not use electronic systems in any way that may be seen as insulting, harassing, or offensive by other persons. Examples of forbidden transmissions include sexually explicit or X-rated messages, cartoons, or jokes; unwelcome propositions or love letters; ethnic or racial slurs; or any other message that can be construed to be harassment or disparagement of others based on their sex, race, sexual orientation, age, national origin, or religious or other protected basis.

Employees are prohibited from using the School's Electronic Communication Systems to intentionally receive, save, store, send, forward, disseminate, deliver, publish, or solicit pornographic, obscene, graphic, X-rated, or sexually-suggestive or explicit material.

Employees are prohibited from using the School's Electronic Communication Systems to intentionally receive, save, store, send, forward, disseminate, deliver, publish, or solicit annoying, embarrassing, harassing, offensive, derogatory, or defamatory messages or information.
All employees are required to sign off on the School's Acceptable Use of the Network and Internet policy and Internet Safety Policy, both of which will be provided upon hiring.

Personal Business

NHCS's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to a minimum. Personal calls should not be made outside the immediate dialing area from the land lines. Do not use School material, time or equipment for personal projects.

Personal Appearance/Standards of Dress

NHCS employees serve as role models to the School's students. All employees should therefore

maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

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

1) Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.

2) Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection (Cal. Ed. Code § 35183.5). All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Executive Director.

3) Slacks and shorts are to be worn with no portion of an undergarment showing. Shorts should be modest in length and should be no higher than three (3) inches above the knee.

4) Skirts and dresses should be no higher than three (3) inches above the knee.

5) All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage-- no visible bra straps, visible bra, see-through tops, spaghetti straps, or visible underwear (woman and men).

6) Leggings and tights must be covered by a mid-thigh length top.

7) Appropriate, closed toe shoes must be worn at all times.

8) For safety purposes, earrings must not dangle more than one (1) inch below the ear.

9) Clothing or jewelry with logos that depict and/or promote gangs (as defined in Cal. Ed. Code § 35183), drugs, alcohol, tobacco*, sex, violence, illegal activities, profanity, or obscenity are not permitted.

- The use of tobacco products, including electronic smoking devices and e-cigarettes, is prohibited at all times on all property and in all buildings and vehicles owned or leased by New Heights Charter School and at school sponsored events. The use of tobacco products is outside the scope and course of employment; therefore, it is not the requirement of New Heights Charter School to provide facilities where employees may use tobacco products.

Employees who violate the Tobacco-Free Workplace policy shall be subject to progressive disciplinary action up to and including termination and shall be provided with information on tobacco cessation services available through the California Smokers' Helpline - 1-800-NO BUTTS.

Media Policy

We strive to build and protect the reputation of this growing institution. As such, we need to speak to external constituents with a consistent voice. To ensure the quality and consistency of information disseminated to media sources, the following policy shall be enforced:

All media contacts are to be handled by the Executive Director regardless of who the media representative is or whom he or she represents or how innocuous the request.

All press releases or other promotional materials are to be approved by the Executive Director or her designee prior to dissemination.

Transportation of Students in Privately-Owned Vehicles

The use of personal vehicles to transport students is prohibited. However, School employees may be permitted to use personal vehicles to transport students, with proper authorization, under the following circumstances:

A. When a student is ill or injured and must be transported home, to the school site, or to a medical treatment facility under non-emergency situations. The School must first attempt to contact the parent or guardian. If a parent or guardian is unavailable or cannot provide transportation, a Executive Director or his/her designee may authorize that the student be transported in a personal vehicle.

B. If an emergency situation arises which prevents the parent or guardian from picking up their child from school and no other authorized emergency contact is available.

C. With written authorization from parents to participate in an academic competition, to visit a high school or college, to present at a board meeting, or other academically meaningful activity approved by the Executive Director.

School personnel may take whatever action necessary in an emergency situation that constitutes an imminent threat to a student's health or safety.

Social Media

The School recognizes that some employees may choose to post personal information on the Internet through personal websites, Facebook, Twitter, Instagram, blogs, forums, chat rooms, or other social media by uploading content, or by making comments on other websites or blogs. For simplicity, this policy refers to these platforms collectively as "social media." Please remember as new devices, platforms, and technologies become available, this policy will still apply even though the next device or site is not explicitly referenced in this policy.

The School acknowledges that employees may be engaging in these forms of personal expression on personal time, devices, and systems and not on School time, devices or systems. In some cases employees may be using social media as part of their School duties. This policy is intended to provide guidance for both work-related and personal use of social media.

Those who use social media should remember some simple guidelines:

1. Personal posts or messages can influence others' views of you professionally. Although one may expect that only friends will view whatever is posted, in fact, students and co-workers can easily see anything posted on the Internet. That information may alter the students' or co workers' view of the individual or the School. The School does not condone, and strongly cautions against, any posts of or links to any material that may be defamatory, discriminatory, harassing, pornographic or indecent on any personal site. Photos posted should always reflect professionalism.

2. Maintain confidentiality. Never post or comment on any confidential or proprietary information about the School as defined in our Confidentiality policies. Follow copyright, fair use, trademark and financial disclosure laws.

3. Student photos. Photos, videos, audio recordings or other means of identifying individual students should not be shared on social media unless approved by the Executive Director or Operations Director as serving a legitimate school purpose.

4. You are responsible for what you post. Anyone who posts on-line is responsible for what is written or presented online, both in a personal or professional capacity. The School may elect to discipline its employees for commentary, content or images, in either personal or work-related postings that are vulgar, obscene, threatening, intimidating, violent, pornographic, unethical, harassing, or that otherwise violate School policies.

5. Do not use School resources for personal use of social media. Employees are expected to adhere to all policies with respect to use of the School's computers, Internet access and other equipment or systems. Personal use of social media should not be done on work time or on School systems or devices, including monitoring Facebook or Twitter or watching YouTube videos for personal entertainment. Limited reasonable personal use of social media during breaks, meal periods or before/after work is acceptable as long as such activities do not otherwise violate School policies related to computers, Internet access or other equipment. When using any social media for personal matters, employees should use a personal email address device and system (not the School's).

6. Please respect the School's intellectual property. When using social media for personal purposes, employees may not misuse School trademarks, logos, or other images.

7. You are an employee, but not the School spokesperson. You may identify yourself as an employee of the School, and you are free to discuss matters related to the School's business (provided such discussions comply with School policies and do not disclose confidential, proprietary, or non-public financial information). If you choose to identify yourself as a School employee, and regardless of the topic of discussion, please state that the views expressed are your own, and do not necessarily reflect the view of the School.

8. Social network friends may be separate from your work relationships. Participation in Facebook and Instagram (and similar social media sites) as a personal network need not include coworkers or students. Employees should feel free to say "no" to friend requests from students or co-workers. Employees should understand and use the levels of privacy control available on

personal social media accounts. Employees who would like to friend students, must do so through a profile that is subject to approval and periodic review by the technology team, Operations Director, and Executive Director. It is highly encouraged that this profile be a professional profile created solely for this purpose. It is also highly encouraged that staff do not participate in any text chain, group video games, or other online activity with students that does not directly related to the school's curriculum.

Participation in Recreational or Social Activities

Employees may participate in activities sponsored by or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these activities.

Health, Safety and Security Policies

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. Every employee will receive a copy of the Injury and Illness Prevention Program, which is kept by the Executive Director and is available for your review.

You are required to know and comply with the School's general safety rules and to follow safe and healthy work practices at all times. You are required to immediately report to your supervisor any potential health or safety hazards and all injuries or accidents.

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

The School has also developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas.

Report any suspicious persons or activities to security personnel or to your supervisor. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your workstation that may be accessible. You should immediately notify your supervisor when keys are missing or if security access codes, identification materials, or passes have been breached. We suggest that you not leave anything valuable in your automobile. The security of the facilities, as well as the welfare of our employees, depends upon the alertness and sensitivity of every individual.

Occupational Safety

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

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every

effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

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

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

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

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

EMPLOYEE WAGES AND HEALTH BENEFITS

Pay Days

Paydays are scheduled on a semi-monthly basis (approximately twice a month). Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the next day of work after the day(s) off. Overtime may be paid on the next regular payroll period.

You should promptly notify the Executive Director if you have a question regarding the calculations of your paycheck.

Payroll Withholdings

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

Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

State Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.

State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask the Operations Director to provide an explanation for 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 Executive Director. The School's office maintains a supply of these forms.

All Federal, State and Social Security taxes will be automatically deducted from paychecks. The Federal Withholding Tax deduction is determined by the employee's W-4 form, which should be completed upon hire. It is the employee's responsibility to report any changes in filing status to the Executive Director. It is also the employee's responsibility to fill out a new W-4 form if his/her filing status changes.

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

The School may offer programs and benefits beyond those required by law. Employees who wish to participate in these programs may voluntarily authorize deductions form their paychecks.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees. NHCS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Executive Director. NHCS provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

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

Expense Reimbursements

The School will reimburse employees for certain reasonably necessary expenses incurred in the furtherance of School business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the School's policy regarding expenditures, a copy of which may be obtained from the School office. In general, all expenses must have been previously approved in writing by the Executive Director. All reimbursement forms must be complete and submitted to Executive Director or designated office staff.

Wage Attachments and Garnishments

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

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

Mandatory Training and Meetings

The School will pay non-exempt employees for attendance at mandatory trainings, lectures and meetings outside of regular working hours. All mandatory trainings, lectures and meetings will be identified as such. If you are unsure about the characterization of an offered training, lecture or meeting, please contact the Executive Director before attending.

All non-exempt employees must accurately reflect attendance at all mandatory trainings, lectures and meetings outside of regular working hours on their time records.

Benefits: Health, Dental and Vision

Health, dental, and vision insurance will be offered to employees as set forth below. Specific plan options will be offered to employees within their first month of employment and again annual at open enrollment. For eligible employees, these benefits are subject to a one (1) month waiting period.

Please see the insurance plan documents for specific requirements for domestic partners.

The School reserves the right to add to, amend, and discontinue all or some of the insurance programs at any time, subject to applicable laws and regulations, with notice. The actual benefits provided, as well as eligibility requirements and co-payment requirements, are determined by the plan documents. For information, employees should consult the applicable benefits booklet or contact the Operations Director.

NHCS has two classes of employees defined as:

Class Code # 1 Full-time Employees that meet "Job Description" of Classroom Teacher working a minimum of thirty (30) hours per week, Administration/Office Staff working forty (40) hours

per week and a twelve (12) month year, or Support Staff working forty (40) hours per week will be eligible for health, dental, and vision benefits for employee and dependents. NHCS will contribute 100% for employee and 100% for dependents.

Class Code # 2: Hourly Employees working thirty (30) thirty hours per week; that meet "Job Description" of After School Teacher, Teaching Partner, Office Assistant, and Yard Monitor will be eligible for health, dental, and vision benefits for employee and dependents. NHCS will contribute 100% for employee and 0% for dependents.

Any employee that does not meet the criteria for Class Code # 1 or Class Code # 2 will not be eligible for health, dental or vision benefits.

Independent contractors are not entitled to health, dental, and vision insurance benefits in accordance with the School's health insurance plan as set forth in the Summary Plan Description ("SPD").

The School will cover insurance fees based on the descriptions above, and if applicable, employee's portion of monthly premiums will be deducted from the employee's paycheck.

If medical insurance premium rates increase, employees may be required to contribute to the cost of increased premiums to retain coverage. Unless otherwise mandated by law, employees on an approved medical leave of absence and/or baby-bonding leave of more than (6) months are responsible for selecting continuing health coverage and paying the premium for such coverage. Failure to timely request and pay for such coverage will result in the loss of coverage. The School may recover premiums it paid to maintain health coverage if the employee does not return to work following the leave of absence.

COBRA Benefits

Continuation of Medical and Dental

WHEN COVERAGE UNDER THE SCHOOL'S HEALTH PLAN ENDS, EMPLOYEES OR THEIR DEPENDENTS MAY CONTINUE COVERAGE IN SOME SITUATIONS.

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

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

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

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

• The employee dies while covered by the plan;

• The employee and his/her spouse become divorced or legally separated;

• The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reach age sixty-five (65); or

• The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

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

NHCS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, die, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. NHCS will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

• Premiums for continued coverage are not paid within thirty (30) days of the due date;

• The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;

• NHCS stops providing group health benefits;

• The employee (or the employee's spouse or child) become entitled to Medicare; or

• The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

Unemployment Insurance

If an employee's employment terminates, he or she may be eligible to receive unemployment insurance. In most cases, the employee must file a claim in order to collect this benefit. Should

such a situation arise, the employee should inquire about unemployment insurance at the time of his or her separation from service.

No action will be taken against any employee in any manner for testifying in an unemployment insurance proceeding.

California State Teachers Retirement System (CalSTRS)

NHCS will contribute to CalSTRS for all eligible employees according to CalSTRS requirements, at rates consistent with all public school teachers. Contributions will be reflected on the teachers' paycheck. For information, employees should consult the CalSTRS website at http://www.calstrs.com/.

Supplemental Retirement Annuity 403(b)

NHCS offers a §403(b) Tax Sheltered Account Plan to all employees, including those who participate in CalSTRS. Employees have the ability to participate in this plan by making voluntary salary reduction contributions to the Plan on a pre-tax or post tax basis. For more information about the Plan please talk with the Operations Director.

To establish a §403(b) account, please contact the Operations Director to receive contact information for the school's plan manager. To enroll in the §403(b) plan, you must complete a Salary Reduction Agreement (SRA) and the enrollment forms.

Regular, full-time employees who are ineligible for participation in CalSTRS will receive a contribution of 3% of their wages from the School. This contribution will be credited to the employee's §403(b) plan with school's plan. Employees who are ineligible for CalSTRS have a six (6) months waiting period before becoming eligible for NHCS's contribution and one (1) year vesting period at 100%.

If you choose to defer to this plan and already defer to another Employer's §403(b), §401(k), SAR-SEP or SIMPLE IRA plan, you must indicate this on the SRA. If you maintain a retirement plan for your own business, your contributions to that plan must be combined with your deferrals to your §403(b) to determine compliance with the §415 limit applicable to your §403(b) account.

Disability Insurance

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage-replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the Operations Director**.**

Family Leave Insurance

Employees covered by the California Disability Insurance program are also covered by the California Paid Family Leave Insurance program. Eligible employees are entitled to receive up to six weeks of wage replacement benefits when they suffer a wage loss for taking time off to care for a seriously ill child, spouse, parent or domestic partner or to bond with a new child within one year of birth or placement of the child in connection with foster care or adoption.

Specific rules and regulations relating the Family Leave Insurance are available from the Operations Director.

PERSONNEL EVALUATION AND RECORDKEEPING

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for you. Please keep the Operations Director advised of changes that should be reflected in your personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact you should the change affect your other records.

You have the right to inspect documents in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. You also have the right to obtain a copy of your personnel file as provided by law. You may add your comments to any disputed item in the file. NHCS will restrict disclosure of your personnel file to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Executive Director. Only the Executive Director or 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.

Changes in Personal Data

It is the responsibility of the employee to notify the Operations Director of any change(s) in personal data that is necessary for communication with the employee or that may have an impact on future employment verification.

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by the Executive Director or designee. Performance evaluations for full-time staff will be conducted annually (biennially for longer-term employees), or on or about the anniversary date of your employment with the School. 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 are intended to identify strengths, areas for improvement and goals for future work performance. Favorable performance evaluations do not

guarantee increases in salary or promotions or retention of your job. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. The evaluation system in no way alters the employment at-will relationship. Newly hired employees may have their performance goals reviewed by the

Executive Director or designee more often than returning employees in their first years of service.

HOLIDAYS, VACATIONS AND LEAVES

Holidays

The NHCS calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

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

Short-term and temporary employees shall not be paid holidays. Part-time and full-time classified staff shall only be paid for New Year's Day, Thanksgiving, Friday after Thanksgiving and Christmas Day as holidays. All other holidays and other days during the school year, such as days during the School's calendared breaks, shall not be paid time for classified employees in active status. Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Executive Director. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. vacation, personal necessity day, etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day. Employees on any leave of absence do not earn holiday pay.

Vacation

The School provides vacation benefits to eligible employees to enable them to take paid time off for rest and recreation. The School believes that this time is valuable for employees in order to enhance their productivity and to make their work experience with the School personally satisfying. Staff is expected to take their vacation when school is not in session. Exceptions will be made in special circumstances and with prior approval of the Executive Director.

Classified employees assigned to work during the summer will accumulate three (3) weeks of vacation. All **other** full-time year-round employees (12-month payroll) accrue vacation after the introductory period at the following accrual rates:

Years of Continuous Service	Vacation Accrual
Date of hire through third year	15/12 of one (1) day for each full month worked up to a maximum of fifteen (15) days per year (no vacation may be taken during the first six (6) months of employment)
Fourth year through eighth year	20/12 of one (1) day for each full month worked up to a maximum of twenty (20) days per year
Ninth year and thereafter	25/12 of one (1) day for each full month worked up to a maximum of twenty-five (25) days per year

Any vacation leave not used by July 31 of each year shall be paid out to the employee on the following pay period.

Part-time, temporary employees, and teachers do not accrue vacation leave.

Twelve (12)-month employees should take all their vacation during the summer months when School is not in session, however, up to 1/5 of vacation days for the given year may be taken, if needed for vacation during the school year. (For example: in years one (1) – three (3), three (3) days may be taken during the school year, if necessary.)

No employee will receive pay in lieu of vacation, except as required by law.

No vacation accrues during any unpaid leave of absence or while on disability salary continuation. Vacation accruals recommence with the employee returns to work.

On termination of employment, the employee is paid all unused vacation at the employee's base rate of pay at the time of his or her termination.

All vacations must be approved in advance by the Executive Director**.**

Sick Leave

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

Paid sick leave is available to all School employees who work at least two (2) hours per week for at least thirty (30) days within the span of a single calendar year from the commencement of employment.

Part-time employees accrue one (1) hour of sick leave for every thirty (30) hours worked, and full-time employees shall be credited with forty-eight (48) hours of sick leave at the beginning of each work year.

All eligible employees shall be credited with forty-eight (48) hours of sick leave at the beginning of each work year.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours. Employees may take up to forty-eight hours (48) of sick leave per year. Accrued sick leave carries over from year to year up to a maximum of seventy-two (72) hours. NHCS does not pay employees in lieu of unused sick leave.

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

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

If circumstances allow, employees should fill out an Employee Absence Request Form before taking leave; otherwise, they must fill out the Form upon their return from the absence. Forms are available from the front desk in the office at each campus. Employees must also notify the following people as soon as possible, with at least two (2) hours' notice (ideally employees contact staff the evening prior), of the need to take sick leave, except in extraordinary circumstances:

- Operations Director
- Front Office Staff
- His/her grade level teacher (for Teachers and Teaching Partners).
- Employees must call or text for each day of their absence, unless staff have a doctor's note specifying the absence for a specific period of time.
- Employees who fail to notify their supervisor of an absence or tardiness by be subject to disciplinary action, up to and including termination of employment.

Additionally, recurring or excessive absenteeism or tardiness, including the failure to comply with the call-in features of this policy, may result in discipline up to and including termination of employment.

The School will follow all applicable guidelines for COVID sick leave per state law.

Personal Leave

Each year, certificated and classified employees not receiving vacation leave may use up to two (2) days of their regular work schedule for paid personal leave.

Personal leave is to be used for personal business that cannot be transacted after working hours and cannot wait until the next scheduled day off for certain compelling circumstances such as car repairs, a school event for a dependent of the employee, an orthodontic appointment, etc. Personal time is tracked separately from sick leave. Personal leave is a vested benefit that rolls over from year to year up to a cap of three (3) days. Accordingly, unlike unused sick leave, any unused personal leave that has accumulated is paid out upon retirement or termination from the School. . Once an employee's personal leave balance reaches three (3) days, the employee stops accruing personal leave until personal leave is used and the employee's balance falls below three (3) days.

Personal leave is subject to approval and may be denied even when requested in advance. Eligible employees should obtain prior approval from the Executive Director before taking personal leave. Eligible employees should email their requests to the Operations Director and Executive Director as soon as the need for time off is known. In the event that circumstances do not allow for prior approval, the Executive Director and Operations Director should be notified as soon as possible so that arrangements for coverage can be made. Personal leave should not be requested to extend a three-day weekend or school vacation.

Unpaid Leaves of Absence

Under certain circumstances, the School may grant unpaid leaves of absence to employees. Employees must submit requests for leaves of absence in writing to the Executive Director as far in advance as is practicable. While on leave, employees should occasionally keep in contact with the Executive Director and must notify the Executive Director if the date to return to work changes. If an employee's leave expires and fails to return to work without contacting the Executive Director, it will be presumed that the employee abandoned his/her position with the School and employment may be terminated. If an employee is unable or unwilling to return to work at the expiration of his/her leave of absence, his/her employment may be terminated.

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 the Executive Director or designee 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 School's Executive Director. Acceptance of employment in violation of this policy will be considered an abandonment of the employee's position with the School, and employment may be terminated.

Family Care and Medical Leave

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 12 work weeks of leave in any twelve (12)-month period for the birth or adoption of a child, the employee's own serious health condition or for the serious health condition of the employee's child, parent or spouse. For ease of reference in this policy, all leave taken under both FMLA and CFRA will be referred to as "FMLA leave."

• Employee Eligibility Criteria

Employees may be eligible for FMLA leave if they have:

- Been employed by the School for at least twelve (12) months; and
- Worked at least 1,250 hours during the twelve (12)-month period immediately preceding commencement of the FMLA leave; and
- Worked at a location in which the employer has at least 50 employees within 75 miles radius of the employee's work site.

NHCS employees will qualify for FMLA in years the school has at least 50 employees. •

Events that May Entitle an Employee to FMLA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA 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 will be entitled to a combined total of twelve (12) weeks of leave for this purpose.

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 or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces servicemember with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.

4. 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.

• Amount of FMLA Leave Which May Be Taken

1. FMLA 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 leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces servicemember shall 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 leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA 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 leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.
• Pay during FMLA Leave

1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA 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 leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.

3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.

4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA 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 leave, and these provisions may change from time to time. The health benefits of employees on FMLA 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 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.

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

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA 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 leave, or other circumstances beyond the control of the employee.

• Seniority

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

• Medical Certifications

1. An employee requesting FMLA 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 Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA 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 spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA 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 leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, 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 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 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 leave request no later than five (5) days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA 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 leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) 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 leave.

2. When a request for FMLA leave is granted to an employee (other than a "key" 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 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.

• Limitations on Reinstatement

1. NHCS may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees within seventy-five (75) miles of the employee's worksite.

2. A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause the School to suffer substantial

and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

• Employment during Leave

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

Pregnancy Disability Leave

The School complies with the requirements of the California Pregnancy Disability Act, in addition to other family and medical leaves required by law. The School will give each female employee an unpaid leave of absence of up to four (4) months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

• Eligibility

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

• Reasons to Take Leave

The employee is entitled to take up to four (4) months of pregnancy disability leave if the employee is actually disabled by her pregnancy, childbirth or a related medical condition. This includes time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth and any related medical condition. Generally, 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).

• 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

NHCS 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. NHCS 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.

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.
Medical Certifications

• Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal. 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 NHCS 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.

Medical Leave of Absence

At the discretion of the Executive Director, an unpaid medical leave of absence may be granted up to ten (10) days to full-time employees who are not eligible for other leaves. Ask the Executive Director 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.

Funeral/Bereavement Leave

Employees who have worked with the School for more than three (3) months will be allowed up to five (5) consecutive working days off to arrange and attend the funeral of an immediate family member. For purposes of this policy, an employee's immediate family member includes a current spouse, parent, legal guardian, sibling, child, current parent-, sister-, or brother-in-law, grandparent, grandchild, or domestic partner. Beyond the first day of this leave period, the employee must request the number of days off in advance of taking the time off to allow the school the time to arrange for a substitute teacher.

If any employee requires more than five (5) days off for bereavement leave, the employee may request additional unpaid leave, which may be granted in the discretion of the School.

Industrial Injury Leave (Workers' Compensation)

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

• Medical care;

• Cash benefits, tax-free to replace lost wages; and

• Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure you receive any worker's compensation benefits to which you may be entitled, you will need to:

• Immediately report any work-related injury to the Executive Director; •

Seek medical treatment and follow-up care if required;

• Complete a written Employee's Claim Form (DWC Form 1) and return it to the Executive Director; and

• Provide the School with a certification from your health care provider regarding the need for workers' compensation disability leave as well as your eventual ability to return to work from the leave.

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

• If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.

• All accidents and injuries must be reported to the Executive Director and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.

• When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.

• Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

NHCS 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, NHCS 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.

NHCS 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.

School Appearance and Activities Leave

As required by law, NHCS 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 child 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 NHCS, 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.

Time Off for Jury and Witness Duty

The School will provide employees unpaid leave to serve as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The School will also provide employees unpaid leave to appear in court or other judicial proceeding as a witness to comply with a valid subpoena or other court order. Please notify the Executive Director of your commitment to serve on a jury or as a witness as far in advance as possible.

Time Off for Voting

Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two (2) days in advance of the election. Up to two (2) hours of paid time off will be provided, at the beginning or the end of the employee's regular work day, whichever will allow the most free time for voting and the least time off work. Please contact the Executive Director to request and schedule time off to vote.

Workers' Compensation Leave

Employees that are temporarily totally disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the business needs of the School. Workers' compensation leave will run concurrently with any other applicable medical leave of absence.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) 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.

An employee must first use his or her earned but unused sick leave for bone marrow donation and two (2) weeks' worth of earned but unused sick leave for organ donation. If the employee has an insufficient number of sick days available, the leave will be considered unpaid.

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.

Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

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

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Prohibited Conduct

The School 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 School. 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 School. The specification of this list of conduct in no way alters the at-will employment relationship the employee has with the School.

- 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 act of sufficient magnitude to cause disruption of work or gross discredit to the school

- Misuse of School property or funds
- Possession of firearms, or any other dangerous weapon, while acting within the course of School of your employment with the School
- Acts of discrimination, illegal harassment or retaliation based on gender, ethnicity or any other basis protected by state or federal law
- Failure to comply with the School's safety procedures
- Insubordination
- Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School
- Violations of federal, state or local laws affecting the organization or your employment with the organization, including the tobacco use policy
- 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 School equipment, materials, time or property
- Working unauthorized overtime or refusing to work assigned overtime
- Abuse of sick leave
- Sleeping or malingering on the job
- Failure to maintain or possess the certificate/credential required of the position.

Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

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

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.

- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.

• Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.

• Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and

• Additional employment that directly or indirectly competes with the business or the interests of our School.

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

Voluntary Termination

Either the employee or the School may terminate the employment relationship at any time, with or without notice and with or without cause. While it is not required, the School requests that employees electing to resign give as much advance notice as possible (preferably two (2) weeks) to allow the School to plan for your departure.

An exit interview will normally be scheduled with the Executive Director or designee. The purposes of the exit interview is to review eligibility for benefit conversion, to ensure that all necessary forms are completed, to collect any company property (including keys, equipment, documents and records) that may be in the employee's possession, to review the employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at the School. The School appreciates receiving candid opinions of the employee's employment. The school requires employees sign a letter stating that their termination is voluntary. Final pay, including pay for any earned but unused vacation time, will be provided in accordance with state law.

References

All requests for references and employment verifications must be promptly directed to the Executive Director or designee. When contacted for a reference or employment verification, the School will only provide information concerning dates of employment and the title of the last position held. Other employees may not provide any employment verifications or act as a reference for any other employees.

INTERNAL COMPLAINT REVIEW

The purpose of the "Internal Complaint Review Policy" is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Executive Director or Board of Directors to express their work-related concerns.
Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School's "Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation."

Internal Complaints
(Complaints by Employees Against Employees)

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

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

1. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint using the school's problem-solving procedures 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 Executive Director or designee will then investigate the facts and provide a solution or explanation;

3. If the complaint is about the Executive Director, the complainant may file his or her complaint in a signed writing to the President of the School's Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

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

Policy for Complaints Against Employees
(Complaints by Third Parties Against Employees)

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

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Executive Director or Board President (if the complaint concerns the Executive Director) 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, Executive Director (or designee) shall abide by the following process:

1. The Executive Director 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 Executive Director (or designee) finds that a complaint against an employee is valid, the Executive Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.

3. The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

3. Resolution: The Board (if a complaint is about the Executive Director) or the Executive Director 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.

AMENDMENT TO EMPLOYEE HANDBOOK

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

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

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

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

If you are an employee of the School, you may file this form with the Executive Director or Board President.

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

NHCS 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.

YourName: _____

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.

Date: _____

Signature of Complainant: _____

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.

_____ Date: _____ Signature of Complainant

_____
Print Name

To be completed by School:

Received by: _____ Date: _____

APPENDIX C

ANNUAL WORK SCHEDULE

Please refer to the school calendar below. This calendar may be updated from time to time by the Executive Director or Board of Directors.

Generally, for eleven (11)-month employees like Teachers and Teaching Partners, the academic year is defined as August 1 – June 30. For all other employees, the academic year is defined as July 1 – June 30.

Teachers, Teacher Partners, Administrative Staff work days include all days that students are present and any days indicated as professional development on the attached school calendar. Winter Break, Spring Break and Summer Break are unpaid. Other staff may also be included in professional development as determined by the Executive Director.