

Alder Grove Charter School

Employee Handbook Personnel Policies

June 2012

ACKNOWLEDGEMENT OF HANDBOOK AND AT WILL EMPLOYMENT

I acknowledge that I have received the Alder Grove Charter School's Employee Handbook. I have read the Handbook and understand the contents of the Handbook. I agree to abide by all of the School's policies.

I understand and agree to my at-will employment status as described in the Handbook, summarized as follows:

- This Handbook does not in any way reflect a contract of employment, either express or implied between me and the School.
- The School is an at-will employer. I am free to terminate the employment relationship with the School at any time; the School, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me for any or no reason at any time. Specifically, the School may modify all terms of employment including any policy or practice and/or my hours, wages, working conditions, job assignments, position title, compensation rates and benefits in its sole discretion.
- Nothing in this Handbook creates, or is intended to create, a promise or representation of continued employment or guaranteed terms and conditions of employment for me. Further, there is no agreement, express or implied, written or verbal, between the employee and the School for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment.

I understand that other than the School's director, no supervisor or representative of the School has the 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. I understand that only the director has the authority to make any such agreement and then only in writing signed by the director and approved in writing by the School's Governance Council.

I. HIRING POLICIES AND PROCEDURES

A. At-Will Employment

The School is an at-will employer. Either you or the School may terminate the relationship at any time, for any reason, with or without cause and with or without notice.

Nothing contained in employment applications, School memoranda or other materials provided to any employee in connection with his or her employment shall require the School to have “cause” or reason to terminate an employee or otherwise restrict the School’s right to terminate an employee at any time for any reason. No School representative is authorized to modify this policy for any employee unless in writing, signed by the director of Alder Grove Charter School and approved in writing by the School’s Governance Council.

B. Equal Opportunity Employment Policy

The School is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunities to all qualified individuals without regard to race, creed, color, religion, national origin, ethnicity, ancestry, sex, sexual orientation, age, physical or mental disability, marital status, citizenship status, medical condition, or any other legally protected status. 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. Furthermore, the School prohibits all unlawful discrimination against any employee or applicant for employment in its programs or activities based on race, color, religion, sex, gender, ethnic group identification, age, national origin, ancestry, genetic characteristics, mental or physical disability, marital status, sexual orientation, or any other category protected by law.

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. In order to perform the essential functions of the job, any applicant or employee requiring an accommodation should contact the director and request such an accommodation.

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

C. Immigration Compliance

In compliance with the Immigration Reform and Control Act of 1986, the School does not discriminate against any individual because of his or her national origin, citizenship, or intent to become a U.S. citizen. It is, however, the policy of the School to only employ those individuals who are authorized to work in the United States. In furtherance thereof, the School requires each prospective employee to provide documents verifying his or her identity and authorization to be legally employed in the United States. The employee will also be required to sign a legal verification attesting to her/his authorization to be legally employed in the United States.

D. Employee Classification

The School's employees are classified in the following categories: exempt or non-exempt, and full-time, part-time, or temporary.

Exempt: Exempt employees are those employees with job assignments that meet exemption tests under state and federal law, making them exempt from overtime pay requirements. Exempt employees are compensated on a salary basis, not pursuant to overtime pay requirements.

Non-Exempt: Non-exempt employees are those employees with job assignments that do not meet exemption tests under state or federal law. Thus, these employees are paid overtime wages for authorized overtime worked in accordance with the law.

Full Time: Full-time employees are those employees who are scheduled to work at least 37.5 hours in a week or teachers who are assigned at least 24 students.

Part Time: Part-time employees are those employees who are scheduled to work less than 37.5 hours in a week.

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 three months.

Part-time and temporary employees are not entitled to benefits provided by the School. Independent contractors, consultants, and leased employees (i.e., those working for an employment agency) are not employees of the School and are not eligible for benefits provided by the School.

E. Introductory Period

The first sixty (60) days of employment for all non-certified positions is considered an introductory period. During this introductory period, employees will not be eligible for, or accrue, any benefits. This period is intended to serve as a time for you and the School to determine whether further employment with the School is desired. The School may, in its discretion, evaluate your performance, either formally or informally, at the end of this introductory period. In its sole and complete discretion, the School may extend the duration of the introductory period. The introductory period does not change the at-will status of the School's employees.

F. Certification and Licensure of Instructional Staff

Each of the School's core academic teachers may be required to hold and maintain 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 such certificate, permit, or other documentation to the 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 director.

G. Tuberculosis Testing

Except for employees transferring from other schools, no person shall be employed by the School unless the employee has submitted proof of an examination within the past 60 days that the employee is free of active tuberculosis. Employees transferring from other public or private schools within the State of California must either provide proof of an examination within the previous 60 days or a certification showing that he or she was examined within the past four years and was found to be free of communicable tuberculosis. It is also acceptable practice for the employee's previous school employer to verify that it has a certificate on file that shows the employee was examined within the past four years and was found to be free of communicable tuberculosis.

The tuberculosis test shall consist of an approved intradermal tuberculin test, which if positive shall be followed by an x-ray of the lungs.

All employees shall be required to undergo the foregoing examination at least once every four (4) years, excepting "food handlers" who shall be examined annually. After such examination, each employee shall cause to be on file with the School a certificate from the examining physician showing the employee was examined and found free from active tuberculosis.

The examination of applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant. The cost of the examination required of existing employees shall be a reimbursable expense. Employees should follow the School's reimbursement procedures.

The County Health Department may provide skin testing to employees at regular intervals at no cost to the employee. The availability of this testing may be announced by the School.

H. 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.

II. WORKPLACE POLICIES

A. 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 by which it welcomes your questions, suggestions, or complaints 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 in the School's Sexual Harassment Policy), please contact the director with your questions or concerns. If the situation is not resolved to your satisfaction, please contact the Governance Council in writing, who will further investigate the issue.

B. 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 or alcohol during working hours, including lunch and break periods, in the presence of students 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.

C. Smoking

All School buildings and facilities are non-smoking facilities.

D. 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 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. The security of the

facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual.

E. 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, workstations, 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.

F. 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, 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 onto 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.

G. Use of Company Communication Equipment and Technology

All School-owned communications equipment and technology, including computers, 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, reporting 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 director all passwords used in connection with the School's communications equipment and technology anytime 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 who do not safeguard their passwords from unauthorized student use or who 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.

Internet use, **unless previously authorized**, is for business purposes only. 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 by 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 email 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 email 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, or 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 out using his or 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.

Electronic Communication and Technology Resources Use Policy for School Employees

On-site staff

Email and Internet usage assigned to an employee are solely for the purpose of conducting school business. Some job responsibilities at the school require access to the Internet and the use of software in addition to the Microsoft Office suite of products. Software needed, in addition to the Microsoft Office suite of products, must be authorized by your supervisor and downloaded by the appropriate person. If you need access to software, not currently on the school computer, talk with your supervisor. No programs or settings on school computers at home or at school shall be deleted or changed. Anti-virus software must be updated regularly. If you have questions about this procedure, ask your supervisor.

Internet Usage at School

Internet use, on work time, is authorized to conduct school business only. Internet use brings the possibility of breaches to the security of confidential school information. Internet use also creates the possibility of

contamination via viruses or spyware. Spyware allows unauthorized people, outside the school, potential access to school passwords and other confidential information.

Removing such programs from the school network requires staff to invest time and money. For this reason, and to assure the use of work time appropriately for work, we ask staff members to limit Internet use.

Additionally, under no circumstances may school computers or other electronic equipment be used to obtain, view, or reach any pornographic, illegal, unethical, or non-business-related Internet sites. Doing so can lead to disciplinary action up to and including termination of employment.

School Assigned Email Address Usage

School assigned email accounts are to be used for school business only. School confidential information must not be shared outside of the school, without authorization, at any time. All school related business should be conducted using the school assigned email address.

Forwarding non-business emails to associates, family or friends is prohibited.

Viewing pornography, or sending pornographic jokes or stories via email, is considered sexual harassment and will be addressed according to the sexual harassment policy.

Any emails that discriminate against employees or students by virtue of any protected classification including but not limited to race, gender, nationality, religion, are not allowed.

Sending or forwarding non-business emails will result in disciplinary action that may lead to employment termination.

School Owns Employee Email

The school owns any school related electronic communication. Authorized staff has the right to access any material on your electronic device at any time. Electronic communication shall not be private if it is created in the scope of your employment.

H. Personnel Files and Record-Keeping Protocols

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

You have the right to inspect certain documents in your personnel file as provided by law, in the presence of a School representative at a mutually convenient time. No copies of documents in your file may be made with the exception of documents you have previously signed. A request for information contained in the personnel file must be directed to the director.

The School will restrict disclosure of your personnel file to authorized individuals within the School or within the School's business services provider. Only the director is authorized to release information about current or

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

III. HOURS OF WORK, OVERTIME, AND ATTENDANCE

A. Work Hours and Schedules

The School's normal working hours are from 8:00 a.m. to 4:00 p.m. Monday through Friday. The work schedule for full-time, non-exempt employees is normally 37.5 hours per week. Your supervisor will assign your work schedule.

B. Overtime

The School follows all federal and state laws regarding the payment of overtime wages by compensating all non-exempt employees for overtime hours worked. For purposes of overtime calculations for non-exempt employees, the School's workweek begins on Monday and ends the following Sunday. The workday begins at midnight and ends the following day at 11:59 p.m. You will be informed when you are required to work overtime hours. All overtime hours worked must be preauthorized in writing by the director.

Only those hours that are actually worked are counted to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked and are therefore not counted in overtime calculations.

C. Make-Up Time

You may request in writing that you be able to make up work time that is or would be lost as a result of a personal obligation. The hours of that make-up work may only be performed in the same workweek in which the work time was lost and must not exceed 11 hours of work in one day or 40 hours of work in one week. You shall provide a signed, written request for each occasion that you make a request to make up work time, and authorization is at the option of the School.

Make-up time is not encouraged.

D. Work Breaks

School employees are allowed one 30-minute, unpaid meal break each workday where the employee works more than six (6) hours in one day. Employees are not allowed to work more than five (5) hours in one period without taking a meal break unless the employee does not work more than six (6) hours in one day.

Employees must take two 10-minute, paid break periods for each full workday, as close as practicable to the mid-point of any continuous four (4) hour work period. Employees should contact the director to schedule their meal and break periods.

E. Paydays

Paydays are scheduled on the last day of each 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.

F. Attendance Policy

Employees are expected to adhere to regular attendance and be punctual. If you find it necessary to be absent or late, you are expected to arrange for this in advance with the director. If it is not possible to arrange your absence or tardiness in advance, you must notify the director no later than one-half hour before the start of your workday.

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 director will lead to disciplinary action up to and including termination.

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

G. Time Records

Time records must be accurately kept by non-exempt employees, reflecting all regular hours and overtime hours worked and meal periods taken. Time records must be signed by employees, verifying and attesting to the truth of the information contained therein. All absences, tardies, and overtime must be accurately reflected on the time record.

Exempt employees must report only full-day absences from work, and pay deductions will only be as provided by law.

H. Mandatory Training and Meetings

Non-exempt employees are not entitled to be paid for attending lectures, meetings, training programs and similar activities if all of the following four criteria are met:

- Attendance is outside of the employee's regular working hours;
- Attendance is in fact voluntary;
- The course, lecture, or meeting is not directly related to the employee's job; and
- The employee does not perform any productive work during such attendance.

If one or more of the four criteria are not met, non-exempt employees are entitled to compensation for time spent in training or attending meetings.

All mandatory trainings, lectures, and meetings will be identified as such. The School will not pay non-exempt employees for attendance at voluntary trainings. If you are unsure about the characterization of an offered training, lecture, or meeting, please contact the director before attending.

Time records of all non-exempt employees must accurately reflect attendance at all mandatory trainings, lectures, and meetings outside of regular working hours. Any hours in excess of eight in a day or 40 in a week will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

IV. STANDARDS OF CONDUCT

A. Personal Appearance

Employees are expected to wear clothes that are neat, clean, and professional while on duty. Employees are expected to appear well groomed and appear within professionally accepted standards suitable for the employee's position and must wear shoes at all times.

B. 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, illegal drugs, or controlled substances.
- Theft or embezzlement.
- Willful destruction of property.
- Being convicted of a felony or 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 well-being 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 a firearm or any other weapon while on School property or acting within the course of your employment with the School.
- Acts of discrimination or illegal harassment based on gender, ethnicity, or any other basis protected by state or federal law.
- Failure to comply with the 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 School or your employment with the School.
- 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, allowing any other employee to record time on your time record, or falsifying any time record.
- Unreported absence on 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.

C. Confidential Information

All information relating to students, including but not limited to schools attended, addresses, contact numbers, and progress information, is confidential in nature and may not be shared with or distributed to unauthorized parties. All records concerning special education students shall be kept strictly confidential and maintained in separate files.

D. Conflict of Interest

All employees must avoid situations involving an actual or potential conflict of interest. An employee involved in any relationship or situation 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 an actual or potential 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 an actual or potential conflict of interest shall constitute grounds for disciplinary action.

E. Child Abuse and Neglect Reporting

Any employee who knows or reasonably suspects a child has been the victim of child abuse or neglect shall report the instance to Child Protective Services. Child abuse is broadly defined as “a physical injury that is inflicted by other than accidental means on a child by another person.” School employees are required to report instances of child abuse or neglect when the employee has a “reasonable suspicion” that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect.

Child abuse should be reported immediately by phone to Child Protective Services. The phone call is to be followed within thirty-six (36) hours by a written report prepared by the employee. There is no duty for the reporter to contact the child’s parents.

F. Outside Employment

Employees are required to inform the School and receive approval before accepting any employment or consulting relationship with another person or entity while employed by the School. While the School does not uniformly prohibit outside employment, employees will not be permitted to accept outside work that is competitive with the School, that creates a conflict of interest or that interferes with the employee’s work for the School.

G. Expense Reimbursements

All reimbursable expenses must have been previously approved in writing by the director. All reimbursement forms must be complete and submitted to the secretary.

V. EMPLOYEE BENEFITS

A. Insurance Benefits

1. Sick Leave

Sick leave is a benefit provided by the School that employees accumulate in order to provide a cushion for incapacitation due to illness or injury. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for “personal” absences. Time off for medical and dental appointments will be treated as sick leave. However, an employee may use up to one-half of the employee’s annual accrual to attend to the illness of his or her child, parent, spouse, or domestic partner. The School will not tolerate abuse or misuse of the sick-leave privilege.

After completing the introductory period of 60 days, all non-certified full-time employees accrue paid sick leave at the rate of one day per month worked, up to 11 days total each school year. Accrued sick leave does not carry over from school year to school year. The School does not pay employees in lieu of unused sick leave, nor is sick leave paid out upon termination of employment.

If you are absent longer than 5 days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the School will be required before the School honors any sick-pay requests. The School reserves the right to visit you while you are receiving sick pay. If there is evidence of misuse of sick leave, sick pay will not be provided. Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave, if eligible under applicable medical leave law, depending upon the facts and circumstances of the employee’s basis for leave beyond the accrued sick leave.

2. Health Insurance

Full-time certified and classified employees are eligible for health insurance benefits in accordance with the School’s health insurance plan as set forth in the Summary Plan Description (“SPD”). For credentialed teachers, full-time is considered to be 24 students. Part-time credentialed teachers serving at least 12 students will have the option of enrolling in the insurance plan on a pro-rated basis. The School’s Board will determine the annual maximum employer healthcare contribution. You will be provided this amount at time of enrollment, at Open Enrollment annually, and from the Main Office upon request.

Employees are responsible for paying any premium amounts in excess of the maximum employer healthcare contribution taking into account any pro-ration. If the health insurance premium rates increase, employees may be required to contribute for the increased premiums to retain coverage. Unless otherwise mandated by law, employees on a leave of absence of one month or more 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.

3. 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, have non-work-related injuries, or have work-related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate.

4. 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.

5. Workers' Compensation Insurance

Eligible employees are entitled to Workers' Compensation Insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee. See below for a further description of making a claim for Workers' Compensation Insurance benefits.

B. Leaves of Absence

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

While out on a leave of absence, an employee may not accept employment with another company or person unless agreed to in advance in writing by the School's 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. Employees shall not apply for unemployment compensation insurance while out on leave.

1. 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 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 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 medically recognized physical or mental condition related to pregnancy or childbirth which may render her unable to work at all or unable to perform any one or more of the essential functions of her job without undue risk to herself or other persons or the successful completion of her pregnancy.

Length of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods but may 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 8-hour days per week, four months means 88 working and/or paid 8-hour days of leave entitlement based on an average of 22 working days per month for four months.

Periodic absences for pregnancy-related illness of limited duration taken prior to an actual leave may be subtracted from the four months of disability leave for pregnancy

Pregnancy disability leave may be taken intermittently or on a reduced-leave schedule when medically advisable as determined by the employee’s healthcare provider. If an employee requires 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 and that better accommodates recurring periods of leave than the employee’s regular position.

Employee Benefits

The provisions of the School’s various employee benefit plans govern continued eligibility during pregnancy disability leave, and these provisions may change from time to time. When a request for pregnancy disability leave is granted, the School will give the employee written confirmation of his or her eligibility to continue the various employee benefit plans and if appropriate, will confirm the arrangements made for the payment of insurance premiums during the leave period.

An employee on pregnancy disability leave remains an employee of the School, and a leave will not constitute a break in service for purposes of longevity and/or seniority. When an employee returns from pregnancy disability leave, she will resume her benefits in the same manner and at the same level as provided when the leave began, without any new qualification period, physical exam, etc.

Medical Certifications

An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School (form is available from the secretary). Failure to provide the required certification in a timely manner (within 15 days of the leave request) may result in a denial of the leave request until such certification is provided.

Requesting and Scheduling Pregnancy Disability Leave

An employee should request pregnancy disability leave by completing a Request for Leave form (available from the secretary) and submitting it to the director. An employee asking for a Request for Leave form will be provided a current copy of the School's pregnancy disability leave policy.

Employees should provide notice of not less than thirty (30) days, or if such notice is not possible, 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 or was otherwise unforeseeable.

Where possible, employees must make a reasonable effort to schedule foreseeable, planned medical treatments so as not to unduly disrupt the School's operation.

In most cases, the School will respond to a pregnancy disability leave request within two days of acquiring knowledge that the leave qualifies as pregnancy disability leave and, in any event, within ten 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

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) because of legitimate business reasons unrelated to the pregnancy disability leave or if the means to preserve the position would substantially undermine the School's ability to operate safely and efficiently.

If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available or filling the available position with the returning employee would substantially undermine the School's ability to operate safely and efficiently.

When a request for pregnancy disability leave is granted to an employee, the School will provide the employee with a guarantee to reinstate the employee to the same position or to a comparable position unless justified by law. The guarantee will be provided in writing if requested by the employee.

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.

2. Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to 12 workweeks of FMLA leave in any 12-month period for the birth or adoption of a child, the employee’s own serious illness or to care for certain family members who have a serious illness. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

Employee Eligibility Criteria

To be eligible for FMLA leave, the employee must have been employed by the School for the last 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave.

The School voluntarily waives the requirement that the employee be employed at a worksite with 50 or more employees within a 75 mile radius.

Events That May Entitle An Employee To FMLA Leave

The 12-week FMLA allowance includes any time taken (without pay) for any of the following reasons:

- a. 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 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 12 weeks of leave for this purpose.

- b. 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).
- c. To care for a spouse, child or parent with a serious health condition.
- d. A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.

Amount of FMLA Leave Which May Be Taken

- a. FMLA leave can be taken in one or more periods, but may not exceed 12 workweeks total for any purpose in any 12-month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve of the employee’s normally scheduled

workweeks. For a full-time employee who works five eight-hour days per week, “twelve workweeks” means 60 working and/or paid eight-hour days.

- b. The “12 month period” in which 12 weeks of FMLA leave may be taken is the 12 month period immediately preceding the commencement of any FMLA Leave.

Pay During FMLA Leave

- a. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave and may use any or all accrued paid vacation time at the beginning of any otherwise unpaid FMLA leave period.
- b. An employee on FMLA leave for child care or to care for a spouse, parent, or child with a serious health condition may use any or all accrued paid vacation at the beginning of any otherwise unpaid FMLA leave.
- c. All FMLA leaves are unpaid leaves.
- d. The receipt of vacation pay, sick leave pay, State Disability Insurance, or paid family leave benefits will not extend the length of the FMLA leave.

Vacation pay and 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.

Coordination of Pregnancy Disability Leave with FMLA

Leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but not family and medical leave under California law. If you are ineligible under the federal and state family and medical leave laws, while on pregnancy disability you will receive continued paid coverage on the same basis as other medical leave that the School may provide and for which you are eligible. In some instances, the School may recover premiums it paid to maintain health coverage for you if you fail to return to work following pregnancy disability leave.

If you are on pregnancy disability leave and are not eligible for continued paid coverage, or if paid coverage ceases after 12 workweeks, you may continue your group health insurance coverage through the School in

conjunction with federal COBRA guidelines by making monthly payments to the School for the amount of the relevant premium. Contact the School's business services provider for further information.

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 or she had when the leave commenced.

Medical Certifications

- a. An employee requesting FMLA leave because of his or her own or a relative's serious health condition must provide medical certification from the appropriate health care provider. Failure to provide the required certification in a timely manner (within 15 days of the leave request) may result in denial of the leave request until such certification is provided.
- b. 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.
- c. 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

- a. An employee should request FMLA leave by completing a Request for Leave form, which can be obtained from the School's secretary, and submitting it to the director. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.
- b. Employees should provide not less than 30 days notice or such notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, 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.
- c. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
- d. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, 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.

- e. 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 weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two weeks' duration on any two occasions.
- f. 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.
- g. In most cases, the School will respond to an FMLA leave request within two days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within ten 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

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

Employment During Leave

An employee on FMLA leave may not accept employment with any other employer without the written permission from the School. An employee who accepts such employment will be deemed to have resigned from employment at the School.

3. Personal Leave of Absence

The School recognizes that special situations may arise in which an employee must leave his or her job temporarily. At its discretion, the School may grant employees unpaid leaves of absences. Taking an unpaid personal leave of absence may affect your eligibility for employee benefits, including medical benefit plan coverage.

4. Funeral/Bereavement Leave

Employees who have worked for the School for more than three months will be allowed up to five 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 includes current spouse, parent, legal guardian, sibling, or child; current parent-, sister-, or brother-in-law; grandparent, grandchild, or domestic partner.

If any employee requires more than five days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued vacation time, which may be granted at the discretion of the School.

5. Military Leave of Absence

The School will grant employees a military leave of absence as required by the Uniformed Services Employment and Re-employment Rights Act. Leave is available for activity duty, various types of training duty, full-time National Guard duty, examinations to determine fitness for military duty, and funeral-honors duty performed by National Guard or Reserve members. Except in certain circumstances, total military leave taken must not exceed five years.

Please inform the director of any anticipated military leave of absence as soon in advance as possible.

6. Time Off to Attend Child's School Discipline

Any employee who is a parent or legal guardian of a child and who has received written notice from the child's school requesting his or her attendance at a disciplinary conference is entitled to take unpaid leave to attend the conference. Please contact the director to determine eligibility and scheduling before taking any leave to attend a disciplinary conference.

7. Time Off to Serve as Election Official

Any employee who serves as an election official is eligible for unpaid leave on election day for purposes of service. Please notify the director of your commitment to act as an election official as far in advance as possible.

8. Time Off for Jury and Witness Duty

The School will provide employees unpaid leave as required by law to serve 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 proceedings as a witness to comply with a valid subpoena or other court order. Please notify the director of your commitment to serve on a jury or as a witness as far in advance as possible.

9. Time Off for Victims of Crime or Domestic Violence

Employees who are victims of domestic violence or sexual assault will be given time off as necessary in accordance with the law. If feasible, the employee may be required to provide reasonable advance notice of the need for time off, and documentation establishing the need for such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting crime-victim/domestic-violence leave. Please notify the director of your need to seek relief as far in advance as possible. If applicable, an employee may use accrued vacation leave for these purposes.

10. Time Off for Victims of Crime

An employee who is a victim of certain crimes (violent felonies, felony thefts, and serious felonies as defined by law) or is an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim will be given time off as necessary in accordance with the law. If feasible, employees may be required to provide reasonable advance notice of the need for time off, and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting crime-victim leave. Please notify the director of your need for time off as far in advance as possible. As applicable, an employee may use accrued vacation leave or sick leave for crime-victim leave purposes.

11. Time Off for Volunteer Firefighters

Employees who perform emergency duties as volunteer firefighters, reserve peace officers, or emergency rescue personnel will be given time off as necessary in accordance with the law. Employees are requested to alert the director of their status as volunteer firefighters, reserve peace officers, or emergency rescue personnel so that the School will have advance notice of the employee's potential need to leave the School in the event of an emergency. Anytime an employee must perform emergency duties, he or she must notify the director before leaving the School's premises.

12. 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 days in advance of the election. Up to two hours of paid time off will be provided at the beginning or end of the employee's regular shift--whichever will allow the most free time for voting and the least time off work. Please contact the director to request and schedule time off to vote.

13. 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.

VI. EMPLOYMENT EVALUATION AND SEPARATION

A. Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by the director. Performance evaluations will be conducted annually, 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 make you aware of your progress, areas needing improvement, and objectives or 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. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with the director, and that you are aware of its contents. The evaluation system in no way alters the employment at-will relationship.

Newly hired employees will have their performance goals reviewed by the director within the first 60 days of employment.

B. Discipline and Involuntary Termination

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

C. Voluntary Termination

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 an employee electing to resign give as much advance notice as possible (preferably two weeks) to allow the School to plan for his or her departure.

An exit interview with the director will normally be scheduled on the last day of work. The purposes of the exit interview are to review eligibility for benefit conversion; to ensure that all necessary forms are completed; to collect any company property that may be in the employee's possession (including keys, equipment, documents, and records); 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 work environment at the School. The School appreciates receiving candid opinions regarding an individual's employment experience. Final pay, including pay for any earned but unused vacation time, will be provided in accordance with state law.

Approved: 4/7/09

Amended: