



Bella Mente Montessori Academy

Board of Directors

Scott Moote, President
Daniel Niebaum, Treasurer
Greg McGuire
James Smith

Bella Mente Charter School Special Board Meeting Agenda September 9, 2025

Meeting Location: 1737 W. Vista Way, Vista, California 92083

Virtual participation: <https://attendee.gotowebinar.com/register/2733304992588887135>

(BMMA endeavors to provide virtual public participation on a voluntary basis. This option may not be provided for all Board Meetings.)

You can also dial in using your phone.

United States: 1 (631) 992-3221

Access Code:623-447-287

IMPORTANT NOTICE: Members of the public can view the meeting via livestream and can participate in the meeting electronically via GotoWebinar. Members of the public who would like to address the Board may do so in person at the meeting location, or may do so electronically by emailing board@bellamentecharter.org prior to start of the meeting to request a hold card / time to speak, or by responding when the Board Chair confirms public commenters for each item. The hold cards will be issued as early as 6:00pm up until the meeting is called to order. Members of the public need not submit their comments in advance.

CLOSED SESSION: at 6:30 PM (NONE)

OPEN SESSION: when the closed session adjourns

I. Call to order, roll call and establishment of quorum

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Dan Niebaum
				Greg McGuire
				James Smith

II. CLOSED SESSION (None)

A. Public comment on closed session items

1. In accordance with Government Code Section 54956.8, the Board will meet in closed session to consider: REAL ESTATE MATTERS- NONE
2. In accordance with Government Code Section 54957.6, the Board will meet in closed session to consider: PUBLIC EMPLOYEE EVALUATION - NONE
3. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CONFERENCE

WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Gov. Code §54956.9(d)(2) and/or §54956.9(d)(4) - NONE

4. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION NONE

III. OPEN SESSION/REGULAR MEETING

Call to order, roll call and establishment of quorum

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Dan Niebaum
				Greg McGuire
				James Smith

A. REPORTABLE ACTION ITEMS CONSIDERED IN CLOSED SESSION

B. NONAGENDA PUBLIC COMMENTS (20 MINUTES TOTAL)

PUBLIC COMMENTS/COMMUNITY MEMBERS: Any member of the public who wishes to speak to an agenda item not on the agenda but regarding school business may do so at this time. The hold cards will be issued as early as 6:00pm up until the meeting is called to order. Individual speakers will be allowed up to three (3) minutes to address the Board on each agenda or non-agenda item, and the Board will limit the total time for public comments on each item to twenty (20) minutes.

In an effort to hear as many speakers as possible, comment times may be shortened by the Board Chair (depending on the number of speakers on any agenda or non-agenda item). The Board Chair may also extend the time limits for comments, and/or may move additional comments beyond a specific time allotment to later in the meeting, in order to provide sufficient time for the Board to conduct the Board's business during the meeting.

Bella Mente Charter School welcomes your participation at Board meetings. Your participation assures us of continuing community interest in our school.

C. APPROVAL OF AGENDA

Recommended motion: Approve the agenda for the September 9, 2025 Board of Directors Meeting.

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Dan Niebaum
				Greg McGuire
				James Smith

D. DISCUSSION ITEMS

- Executive Director Announcements** - Erin Feeley will provide legislative, safety & risk management, special education updates and fiscal projection updates. NONE
- Monthly Financial Board Report** - Joshua Eng, Regional School Business Director from CSMC will report on the monthly financial report. NONE
- Campus Report**- Patrick Broughton, Director of Compliance will report on performance updates. NONE

4. **Enrollment Report-** Gladys Espino, Director of Support Services: NONE

E. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

All items listed under the Consent Calendar are considered by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion, unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

Executive Director's Recommendation: Approve Consent Calendar

Public Comment

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Dan Niebaum
				Greg McGuire
				James Smith

F. DISCUSSION/ACTION ITEMS

1. Review and Approve updated Employee Handbook

Executive Director's Recommendation: Approve

Public Comment

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Dan Niebaum
				Greg McGuire
				James Smith

IV. ADJOURNMENT

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Dan Niebaum
				Greg McGuire
				James Smith

End of Meeting at:
Next Meeting: October 14, 2025

Instructions for Comments to the Board by Members of the Community

Bella Mente Charter School welcomes your participation at meetings of the Board of Directors. The purpose of the Board's public meeting is to conduct the affairs of the school in public. We hope that you will visit these meetings often and your participation assures us of continuing community interest in our school. To assist you in speaking/participating in our meetings, the following guidelines are provided.

1. The agenda is available to all community members. Please note that the order of consideration of items on the agenda may be changed without prior notice.
2. Community members who wish to speak on any agenda items or under the general category of "Public Comment" will be given an opportunity to do so.
3. "Public Comment" is set aside for members of the community to raise issues that are not specifically on the agenda. However, due to public meeting laws (Brown Act), the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed twenty (20) minutes. Exceptions to these time limits may be made at the discretion of the Board Chair. The Board may give direction to staff to respond to your concerns or you may be offered the option of returning with a citizen requested agenda item.
4. With regard to items that are on the agenda, you may speak for up to (3) minutes when the Board discusses that item. Exceptions to this time may be made at the discretion of the Board Chair.
5. Community members may request in writing that a topic related to school business be considered for placement on a future agenda. Requests should be addressed to the Board Chair and emailed to board@bellamentecharter.org. If such an item is placed on the agenda and publicly noticed, the Board can respond, interact, and act upon the item. There is no right to have an item placed on the agenda.
6. Any person with a disability who requires a modification or a reasonable accommodation, including auxiliary aids or services, to participate in a public meeting of the Board of Directors may request such modification or accommodation by contacting Bella Mente Charter School, 1737 W. Vista Way, Vista, California 92083, or by telephone at 760-621-8931, or by email at board@bellamentecharter.org. Please make any requests at least 12 hours prior to the meeting.
7. For more information concerning this agenda, please contact Bella Mente Charter School, 1737 W. Vista Way, Vista, California 92083, or by telephone at 760-621-8931, or by email at board@bellamentecharter.org.

Approved on: _____

Signature of Board Member

Signature of Board Member

Name:	Name:



**Bella Mente
Montessori
Academy**

2025-2026 Employee Handbook

Effective September 9, 2025

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1. INTRODUCTORY POLICIES

1.1 Introductory Statement

Welcome! As an employee of Bella Mente Montessori Academy Charter School (the “School”), we hope you will find your employment to be both rewarding and challenging.

Because the quality of our employees is the key to our success, we carefully select our new employees. In turn, we expect employees to contribute to the success of the School.

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

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

It is important that all employees read, understand, and follow the provisions of the Handbook. If you need further information, or if you wish to discuss any policy in this Handbook, please feel free to contact the Superintendent of the School or Human Resources.

Again, welcome to the School.

1.2 Mission

The mission of the School is to provide students with the opportunity to acquire an education based on a quality curriculum founded on the educational philosophy of Dr. Maria Montessori.

- We promote an educational atmosphere that encourages cultural, linguistic and socioeconomic diversity.
- At the end of the academic year, each Bella Mente Scholar will be at or above grade level.
- We provide an environment where children reach their full potential as independent lifelong learners with the skills, knowledge, and values to be compassionate members of a peaceful world.

- We prepare children to care for their bodies through healthy eating and living.
-

At Bella Mente, we feel the following are important for all of our students to embody:

- I am a Responsible Scholar because I take ownership and am accountable for my academic and social choices
- I am a Respectful Scholar because I speak and act with care and treat all people and things with kindness.
- I am a Safe Scholar because I am considerate and I value myself, my school, and others.
- I am a Productive Scholar because I am prepared, organized, and focused on reaching my goals.
- As a Scholar my education is important to me and I strive to achieve my full potential.

1.3 Statement of At-Will Employment Status

Except if stated expressly otherwise by employment contract, employment at the School is at-will. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the School. Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause and with or without notice at any time. Nothing in this Handbook or in any document or statement shall limit the right to terminate your employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of your employment at its sole discretion. 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 manager, supervisor, or employee of the School has authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Any agreement that alters the "at-will" nature of employment must be set forth in writing signed by the Superintendent and affected employee and approved by the Board of Directors.

1.4 Open Door Policy

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

1.5 Internal Complaint Review Policy

(Complaints by Employees Against Employees)

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

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

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

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

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

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

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

In processing the complaint, Superintendent (or designee) shall abide by the following process:

1. The Superintendent or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.

2. In the event that the Superintendent (or designee) finds that a complaint against an employee is valid, the Superintendent (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Superintendent (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Superintendent's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

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

1.6 Hiring Requirements

1.6.1 Certification

The School's teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment in accordance with applicable law. The School's teachers must obtain a Certificate of Clearance satisfying the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341. In addition to a valid California Commission on Teacher Credentialing certificate, the School may require all teachers to obtain a Montessori Early Childhood Education Credential.

1.6.2 Tuberculosis Testing

No person shall be employed by the School unless he or she provides proof of having submitted to a tuberculosis (TB) risk assessment from a health care provider within the past 60 days and that no risk factors have been identified. If TB risk factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined he or she is free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intradermal tuberculin test or any other test

for infectious TB that is recommended by the federal Centers for Disease Control and Prevention and licensed by the federal Food and Drug Administration. If the test is positive, it shall be followed by an X-ray of the lungs. Each employee shall cause to be on file with the School a certificate from a qualified professional showing the employee was assessed or examined and found free of risk factors or of infectious TB (as applicable).

A person who transfers employment from another public school can meet these requirements by providing a certificate from a qualified professional that shows the person was found to be free of infectious TB within 60 days of initial hire..

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

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.

The risk assessment, and examination if necessary, is a condition of initial employment, and the expense incident thereto shall be borne by the applicant. The School shall reimburse current employees for the cost, if any, of the tuberculosis risk assessment and the examination.

1.6.3 Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Superintendent. Human Resources and/or the Superintendent shall, on a case-by-case basis determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

1.6.4 Immigration Compliance

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

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

1.7 Workplace Anti-Violence Policy

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

Acts or threats of physical violence, including, but not limited to, intimidation, harassment, and/or coercion, that involve or affect the School, occur on School property, or occur in the conduct of School business off property will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in School operations, including, but not limited to, School students, parents, employees, independent contractors, limited employees, vendors and anyone else on School property or conducting School business off property. Compliance with this anti-violence policy is a condition of employment. Due to the importance of this policy, employees who violate any of its terms, who engage in or contribute to violent behavior, or who threaten others with violence may be subject to disciplinary action, up to and including immediate termination and/or legal action as appropriate.

1.7.1 Workplace Violence Defined

Workplace violence includes, but is not limited to, threats of any kind; threatening, physically aggressive, or violent behavior, such as intimidation or attempts to instill

fear in others; other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of School property; defacing School property or causing physical damage to the facilities; and bringing weapons or firearms of any kind on School premises or while conducting School business on or off School property.

1.7.2 Enforcement/Complaint Procedure

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, student, parent, visitor, or anyone else, he or she must immediately notify his or her supervisor, Human Resources, or the Superintendent. If these individuals are not available, report the incident to any other supervisor and report the incident to the Superintendent as soon as he or she is available.

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

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

Furthermore, employees should notify Human Resources or the Superintendent if any restraining order involving the employee is in effect or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

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

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

If the School determines that workplace violence has occurred, the School will take appropriate corrective action and may impose disciplinary action, up to and including termination. In certain circumstances, the School may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence. Furthermore, employees should notify Human Resources or the Superintendent if any restraining order is in effect or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

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

2. REASONABLE ACCOMMODATIONS, DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION, AND COMPLAINT PROCEDURES

The School is committed to providing a professional work environment free from discrimination, unlawful harassment, and retaliation. Accordingly, the School has adopted the following policies pursuant to the California Fair Employment and Housing Act, which are designed to prevent unlawful conduct in the workplace, encourage professional and respectful behavior in the workplace, promote the reporting of potential violations, and foster taking corrective action where appropriate.

All employees are expected to assume responsibility for maintaining a professional work environment in accordance with the following policies. As such, all employees who experience potential violations of the following policies are strongly encouraged to promptly report so that the School may have an opportunity to address and resolve any concerns. All other employees (particularly supervisors) are required to immediately report any potential violations of the following policies. The School is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

2.1 Equal Employment Opportunity

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

- Race (including traits associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);

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

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

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

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

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

2.2 Policy Against Unlawful Harassment, Discrimination, and Retaliation

The School is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. The School's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity,

whether or not the employee is transitioning or has transitioned); sex (including reproductive health decision making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

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

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

The School does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other persons with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Superintendent or designee.

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

Prohibited Unlawful Harassment

The following examples are not an exhaustive list:

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;

- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

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

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

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

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

How to Report Complaint to Government Agencies:

Employees who believe that they have experienced unlawful conduct under these policies may also file a complaint with the local office of the California Civil Rights Department (“CRD”) or the U.S. Equal Employment Opportunity Commission (“EEOC”). The CRD and the California Civil Rights Council (“CRC”) as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, unlawful harassment, and/or retaliation or make other changes in the School’s policies. The address and phone number of the local CRD and EEOC offices can be found online or dialing 800-FREE-411.

2.3 Title IX Notice of Nondiscrimination

Title IX protects individuals from discrimination based on sex in any educational program or activity operated by the School including, but not limited its employment policies and practices. Title IX states:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.

In accordance with Title IX and its implementing regulations, the School does not discriminate on the basis of sex in its educational programs and activities, including employment. Individuals who have questions about Title IX and its application to the School’s program and activities may contact the U.S. Department of Education’s Office for Civil Rights (“OCR”) Assistant Secretary at OCR@ed.gov or (800) 421-3481 or the School’s Title IX Coordinator.

Susan Croniser
Title IX Coordinator
155 Emerald Dr
Vista, CA 92083
760-621-8948 x303
Scroniser@bellamentecharter.org

Additional information about the School’s Title IX policies and procedures, including its complaint procedures, can be found on the School’s website at <https://www.bellamentecharter.org/title-ix-and-complaint-forms>.

2.4 Whistleblower Protection

In accordance with applicable law, the School prohibits retaliation against any employee because of the employee’s refusal to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation, or for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation. The School also prohibits any retaliation against an applicant or employee, and does not discriminate

against any applicant or employee, based on that applicant or employee's "whistleblowing" activity against a former employer.

Employees with concerns about practices that are believed to be illegal or violate the School's policies are encouraged to report them to their supervisor or Human Resources. Employees who come forward with credible information on practices believed to be illegal or violations of School policy will be protected from retaliation.

Any employee who reasonably believes that he or she is a victim of retaliation may also call a State of California "whistle-blower hotline" to report the retaliation: (800) 952-5665.

3. EMPLOYMENT POLICIES AND PRACTICES

3.1 Employee Classifications

Upon hiring, all employees are classified as exempt or nonexempt, full-time or part-time, and regular or limited. All employees are either exempt or nonexempt according to provisions of applicable wage and hour laws. An employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work or the length of time spent as an employee. Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

3.2 Exempt Employees

Pursuant to applicable law, exempt employees are those who exercise the requisite degree of discretion and independent judgment and perform certain administrative, professional, and/or executive duties. Exempt employees are not entitled to overtime pay. Exempt employees are expected to report for work and perform their jobs in a regular and timely manner.

3.3 Nonexempt Employees

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

3.4 Regular Employees

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

3.5 Regular Full-Time Employees

An employee who is regularly scheduled to work and regularly works at least 30 hours per week is considered a regular full-time employee. Generally, full-time employees may be eligible for School benefits, such as health care plans, vacation, holidays, and sick leave. Eligibility and/or entitlements to certain benefits may vary depending on the number of hours the full-time employee is regularly scheduled to work (i.e., hours regularly scheduled each week between 30 and 40 hours). However, eligibility for each School benefit is ultimately governed by the applicable policy, plan document, and/or applicable law. Thus, there may be an instance in which a full-time employee is eligible for some but not all of these benefits.

3.6 Regular Part-Time Employees

An employee who is regularly scheduled to work and regularly works fewer than 30 hours per week is considered a regular part-time employee. Regular part-time employees are eligible for paid sick leave as provided in this Handbook, but are generally not eligible for other School benefits, except as otherwise required by law. However, eligibility for each School benefit is ultimately governed by the applicable policy, plan document, and/or applicable law. Thus, there may be an instance in which a regular part-time employee is eligible for one or more of these benefits.

3.7 Temporary Employees

An employee who is hired for a particular project or job of temporary or definite duration is considered a limited employee. A temporary employee is not eligible to earn, accrue, or participate in any School benefits program, except as otherwise required by law.

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

3.8 Job Duties

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

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

3.9 Payment of Wages

Employees are paid semi-monthly (twice a month) on the 10th and 25th of each month. If a payday falls on a weekend or holiday, employees will be paid on the preceding workday. Employees are required to report any overpayment of wages to Human Resources. Any discrepancies or shortages in the calculation of wages should be reported as soon as possible after payday. The School reserves the right to change its payroll schedule at any time as it deems necessary.

Teachers working a full school year may elect a Summer Hold Back (salary deferral) during orientation. Summer Hold Back will “hold back” salary for the employee so that the employee will receive equal payments over 12 months instead of 10 months.

3.10 Overtime

All nonexempt employees are required to obtain approval from their supervisor prior to working overtime. Failure to obtain such approval may subject an employee to discipline, up to and including termination. Overtime compensation will be paid in accordance with all state and federal laws. Exempt employees are not entitled to overtime.

3.11 Work at Home (Nonexempt Employees)

Nonexempt employees may not take work home or perform off-the-clock work after regular working hours. All work must be performed at approved School work sites and during regularly scheduled hours unless otherwise directed by an employee’s supervisor. Any exceptions require advanced written approval from Human Resources. The School expects that all nonexempt employees will accurately record all of the time that they work, regardless of where they perform the work. Working remotely without advanced written approval may result in disciplinary action, up to and including termination.

3.11.1 Accessing the School’s Information Systems Remotely

In general, nonexempt employees should not access the School’s information systems remotely. If a nonexempt employee is specifically authorized by his/her Supervisor to remotely access the School’s information systems for any reason, all time that the employee spends performing School-related work must be recorded by the employee as time worked on his/her time card. Nonexempt employees are prohibited from working remotely or accessing the School’s information systems remotely without the actual knowledge and written approval of their direct Supervisor and Human Resources.

Additionally, any employee who is given remote access to the School’s information systems must abide by the School’s policies and procedures as they relate to information security. If there is any breach of the School’s information systems, the employee must immediately report the suspected breach to the employee’s supervisor and/or Human Resources.

3.12 Workday and Workweek

For purposes of calculating overtime, the School's standard workweek begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m. The School's standard workday is 12:00 a.m. to 11:59 p.m. each day.

3.13 Meal and Rest Periods

The School prioritizes compliance with California's meal and rest period laws. All nonexempt employees are required to abide by these requirements.

3.13.1 Meal Periods

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

Employees must begin their first unpaid meal period within five hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period before 12:00 p.m. (noon) (i.e., by 11:59 a.m.). Further, employees must begin their second unpaid meal period (if applicable) within ten hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her second meal period before 5:00 p.m. (i.e., by 4:59 p.m.).

An employee whose work period is 5 to 6 hours may waive, in writing, his or her right to a first meal period. The School offers written Meal Period Waiver Agreements that govern an employee's entire employment, which are voluntary and may be revoked at any time, to document the employee's waiver of first or second meal periods.

Employees are eligible for the following number of meal periods:

Length of Work Period in Hours	# of Meal Periods	Explanation
0 to \leq 5	0	An employee whose work period is 5 hours or less is not entitled to a meal period.
> 5 to \leq 10	1	An employee whose work period is more than 5 hours up to and including 10 hours is eligible to take a 30-minute uninterrupted unpaid meal period, unless the employee's

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

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

Which Meal Period	When
First Meal Period	An employee's first unpaid meal period must begin within 5 hours of starting work for that work period (in other words, by the end of the fifth hour of work or 4 hours and 59 minutes on the clock). By way of example, if an employee clocks in at 8:00 a.m., then the employee must clock out and start his or her meal period no later than 12:59 p.m.
Second Meal Period	An employee's second unpaid meal period must begin within 10 hours of starting work for that work period (in other words, by the end of the tenth hour of work or 9 hours and 59 minutes on the clock). By way of example, if an employee clocks in at 8:00 a.m., then the employee must clock out and start his or her second meal period no later than 5:59 p.m.

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

3.13.2 Rest Periods

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

Employees are eligible for the following number of rest periods:

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

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

Whenever practicable, nonexempt employees should take their rest periods near the middle of each 4-hour work period. Nonexempt employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period. Because rest periods are paid, nonexempt employees should not clock out for them.

3.13.3 Daily Meal Period and Rest Period Reporting Form

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to his or her supervisor and complete a Daily Meal Period and Rest Period Reporting Form. Employees may obtain the Daily Meal Period and Rest Period Reporting Forms from Human Resources. The employee must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period. The employee must complete and turn in this form to his or her supervisor on the same workday that he or she experienced the non-compliant meal or rest period. The employee's supervisor is required to review and approve the form and submit the completed form to Human Resources by the end of the following business day.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an "authorized" meal period at the time provided by the School), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked

me to attend a meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the non-compliant meal or rest period on the Daily Meal Period and Rest Period Form.

3.13.4 Responsibilities

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

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

3.13.5 Discipline

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

3.14 Timekeeping

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

Employees are prohibited from doing the following:

- Recording inaccurate time on your electronic or paper timesheet
- Recording time on another employee's electronic or paper time-sheet
- Working "off the clock"
- Failing to record all time worked
- Falsification of any timesheet
- Failing to record meal periods and document rest periods

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

3.15 Personnel Records

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep Human Resources advised of changes that should be reflected in their personnel file. Such changes include but are not limited to: your name (whether by marriage or otherwise), change in address, telephone number, marital status, number of dependents, person(s) to notify in case of emergency, tax withholding information, completion of education, and change of beneficiary on group life insurance. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. The School will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to Human Resources. Only Human Resources or a designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited.

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

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

3.16 Employee References

All requests for references must be directed to Human Resources. No other manager, supervisor, or employee is authorized to release references for current or former employees. The School's policy as to references for employees who have left the School is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, the School will also provide a prospective employer with the information on the amount of salary or wage you last earned.

3.17 Performance Evaluations

Employees will receive periodic performance evaluations. The Superintendent or your immediate supervisor will conduct the evaluation and discuss it with you. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

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

Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you and discussed with you by your supervisor and that you are aware of its contents.

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

3.18 Conflicts of Interest

While employed by the School, employees owe a duty of loyalty to the School and are required to avoid any situation that presents an actual or potential conflict of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the School's business dealings. For purposes of this policy, "relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Instances where an actual or potential conflict of interest may arise include, but are not limited to, the acceptance of gifts, engaging in outside activities, and personal and familial relationships.

Notwithstanding this policy, if an employee is a "designated employee" under the Board's Conflicts of Interest Code (adopted pursuant to the Political Reform Act), then the employee must comply with those provisions in addition to this policy.

3.18.1 Gifts

Improper personal gain may result not only where an employee or relative has a significant ownership interest in a company with which the School does business but also when an employee or relative of the employee receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the School. The receipt of occasional flowers, candy or gifts worth less than \$50.00 in connection with school business falls outside the intent of this policy and acceptance of such items is permissible. However, employees must obtain written approval from Human Resources before accepting any item worth in excess of \$50.00 from students or parents. Teaching staff and other staff members are not permitted to give gifts of significant value to students or parents.

3.18.2 Outside Activities

The School recognizes the right of employees to engage in activities outside of their employment that are of a private nature and unrelated to the School's business. However, employees may not engage in any outside activity, including outside employment, which presents an actual or potential conflict of interest. Such outside activities must not affect the employee's work hours, interfere or conflict with the employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the employee's job performance. Each employee must disclose to the Superintendent any outside activities he or she believes presents an actual or potential conflict of interest so that the School may assess and prevent potential or actual conflicts of interest from arising. The employee is required to obtain written approval that such outside activities does not create an actual or potential conflict of interest from Human Resources before engaging in such outside activities.

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

3.18.3 Personal and Familial Relationships

Employees have an obligation to place the School's interests before their own and to exercise good judgment on behalf of the School. Personal involvement with a parent, vendor, supplier, or subordinate employee of the School, which impairs an employee's ability to exercise good judgment on behalf of the School, creates an actual or potential conflict of interest. An employee involved in any such relationship must immediately and fully disclose the circumstances to Human Resources for a determination as to whether a conflict exists. If an actual or potential conflict of interest exists, the School will take appropriate corrective action according to the circumstances, up to and including termination.

Relatives of employees may be eligible for employment with the School only if the individuals involved do not work in a direct supervisory relationship or in job positions in which an actual or potential conflict of interest could arise. Current employees who marry will be permitted to continue working in the same job positions held only if they do not work in direct supervisory relationship with one another or in job positions involving conflicts of interest. If relatives are found to be employed in any of these prohibited job positions, the School will take appropriate action to eliminate the conflict, including possibly requiring one or both employees to accept a transfer to another position or to resign.

Failure to comply with the Conflicts of Interest Policy may result in disciplinary action, up to and including termination.

3.19 Discipline

Inappropriate conduct, such as violation of School policies and rules and/or poor performance, may warrant disciplinary action. Under appropriate circumstances, the School may

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

3.20 Voluntary Termination

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

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

4. STANDARDS OF CONDUCT

4.1 Prohibited Conduct

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

- Falsification of employment records, employment information, or other School records. This includes making false statements or omitting material information in the application procedure for employment.
- Falsifying any time record.
- Theft, damage, or destruction of any School property or the property of any employee, student or parent.
- Removing or borrowing School property without prior authorization.
- Unauthorized use of School equipment, time, materials, or facilities.

- Provoking a fight or fighting during working hours or on School property or during a School-related activity.
- Participating in horseplay on School time or on School premises.
- Carrying real or replica firearms or any other dangerous weapons on School premises at any time or during a School-related activity.
- Causing, creating, or participating in a disruption of any kind during working hours on School property or during a School-related activity.
- Insubordination, including, but not limited to, failure or refusal to obey the legitimate orders or instructions of a supervisor or administrator, or the use of abusive or threatening language toward a supervisor or administrator.
- Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, parents, or other employees at any time on School premises or during a School-related activity.
- Unreported and/or unexcused absences.
- Failure to observe working schedules, including meal and rest periods.
- Sleeping or malingering on the job.
- Working overtime without authorization or refusing to work assigned overtime (nonexempt employees only).
- Working “off the clock” or failing to record or report all hours worked (nonexempt employees only).
- Failing to keep confidential information pertaining to parents, students, employees, or vendors.
- Violation of any safety, health, security, or other School policies, rules, or procedures.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Engaging in unlawful harassment, discrimination, or retaliation.
- Making false or malicious statements about any employee, parent or student, or about the School.
- Poor personal hygiene and grooming habits unless otherwise protected by law.

- Gambling of any type on School premises or during a School-related activity.
- Violation of the Drug and Alcohol Abuse Policy, including, but not limited to, refusing to submit to a drug/alcohol test mandated by the School to the extent permitted by law.
- Unauthorized use of cameras or other recording devices on School premises or during a School-related activity.
- Intentionally supplying false information in order to obtain a leave of absence or other benefits from the School.
- Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
- Unsatisfactory work performance.
- Unfit for service, including the inability to appropriately instruct or associate with students.
- Performing unauthorized work on School time.
- Failure to observe designated areas limiting smoking, eating, drinking, or other activities.
- Smoking or using tobacco products on School property.
- Unprofessional conduct.
- Failure to possess or maintain the credential/certificate required of the position.
- Allowing a visitor onto campus without prior authorization and without the appropriate clearances.
- Failure to disclose a pending action against the employee's credential by the California Commission on Teacher Credentialing.
- Failure to adequately supervise students.
- Refusal to speak to supervisors or other employees.
- Dishonesty.

- Any other conduct detrimental to other employees or the School's interests or its efficient operations.

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

4.2 Employee-Student Relations Policy

While the use of appropriate touching is part of daily life and is important for student development, teachers and other staff members must ensure that they do not exceed appropriate boundaries. If a student specifically requests that he or she not be touched, then that request should be honored to the extent possible.

The School recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible. This policy is available on the School's website at [<https://www.bellamentecharter.org/important-documents>]

4.2.1 Boundaries Defined

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

4.2.2 Unacceptable and Acceptable Behavior

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

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

(a) Unacceptable Behavior

This list (and any subsequent lists) is not meant to be all-inclusive, but rather, illustrative of the types of behavior we intend to address by this policy:

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal or Superintendent. It is recommended that any such gifts be approved by Human Resources along with the rationale therefor;
- Kissing of any kind;
- Massage (Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan);
- Full frontal or rear hugs and lengthy embraces;
- Sitting students on one's lap (grades 3 and above);
- Touching buttocks, thighs, chest or genital area;
- Wrestling with students or other staff member except in the context of a formal wrestling program;
- Tickling or piggyback rides;
- Any form of sexual contact;
- Any type of unnecessary physical contact with a student in a private situation;
- Intentionally being alone with a student away from School;
- Furnishing alcohol, tobacco products, or drugs to a student or failing to report knowledge of such conduct;
- "Dating" or "going out with" a student;
- Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- Taking photographs or videos of students for personal use or posting online;
- Leaving campus alone with a student for lunch;

- Undressing in front of a student;
- Making, or participating in, sexually inappropriate comments;
- Sexual jokes or jokes/comments with sexual overtones or double entendres;
- Sharing a bed, mat, or sleeping bag with a student;
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of a school employee;
- Listening to or telling stories that are sexually oriented;
- Discussing your personal troubles or intimate issues with a student;
- Becoming involved with a student such that a reasonable person may suspect inappropriate behavior;
- Giving students a ride to/from School or School activities without the express, advance written permission of the Superintendent and the student's parent or legal guardian;
- Being alone in a room with a student at the School with the door closed and/or windows blocked from view;
- Allowing students at your home and/or in rooms or areas within your home without signed parental permission for a preplanned and pre-communicated educational activity which must include the presence of another educator, parent, or designated School volunteer;
- Excessive attention toward a particular student;
- Mirroring the immature behavior of minors;
- Sending e-mails, text messages, instant messages, social media messages, or letters to students or making phone calls or sending notes if the content is not about School activities. Communication via personal accounts such as social media is prohibited;
- Being "friends" with a student on any personal or non-School social media website;
- Communicating with students or parents/guardians in violation of the School's Social Media Policy;
- Engaging in inappropriate and/or unprofessional communications with students on School social media;

- Using profanity with or to a student;
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee's employment issues; and
- Inflicting, or causing to inflict, corporal punishment upon a student. "Corporal punishment" means willful infliction of, or willfully causing the infliction of, physical pain on a pupil.

(b) Acceptable Behavior

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited to:

- Pats on the shoulder or back;
- Side hugs;
- Handshakes;
- "High-fives" and hand slapping;
- When age appropriate, touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact;
- Obtaining parents' written consent for any after-school activity on or off campus (exclusive of tutorials);
- Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only;
- Holding hands while walking with small children or children with significant disabilities;
- Assisting with toileting of small or disabled children in view of another staff member;
- Touch required under an IEP or 504 Plan;
- Reasonable restraint of a violent person to protect self, others, or property;
- Obtaining formal written pre-approval from Principal to take students off School property for activities such as field trips or competitions, including parental written permission and waiver form for any sponsored after-school activity whether on or off campus;

- E-mails, text messages, phone conversations, and other communications, if permitted, to and with students must be professional and pertain to School activities or classes (communication should be initiated via transparent, non-private School-based technology and equipment);
- Keeping the door wide open when alone with a student;
- Keeping reasonable and appropriate space between you and the student;
- Stopping and correcting students if they cross your own personal boundaries (including touching your legs, or buttocks, frontal hugs, kissing or caressing);
- Keeping administration informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior;
- Keeping after-class discussions with a student professional and brief;
- Immediately asking for advice from senior staff or administrators (such as the Principal) if you find yourself in a difficult situation related to boundaries;
- Involving your supervisor if conflict arises with a student;
- Involving the Principal in discussions about situations related to boundaries that have the potential to become more severe (including, but not limited to, grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult);
- Making detailed notes about an incident that, in your best judgment, could evolve into a more serious situation later;
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers;
- Asking another employee to be present if you will be alone with any student who may have severe social or emotional challenges;
- Asking another employee to be present, or within close supervisory distance, when you must be alone with a student after regular School hours;
- Prioritizing professional behavior during all moments of student contact;
- Asking yourself if any of your actions which are contrary to these provisions are worth sacrificing your job and career.

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the

application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

4.2.3 Reporting Violations

When any employee becomes aware of another employee (or volunteer, guest or vendor) having crossed the boundaries specified in this policy, or has a reasonable suspicion of misconduct, he or she must promptly report the suspicion to the Principal or Human Resources. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse. All reports will be kept as confidential to the extent possible.

4.2.4 Investigating

The Superintendent will promptly investigate any allegation of a violation of the Employee-Student Relations Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances, unless the allegation also constitutes a reportable allegation under California Penal Code section 11166. In the event the allegation also constitutes such a reportable allegation, the Superintendent shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report within thirty-six (36) hours.

If the allegation is only a violation of the Employee-Student Relations Policy, but not a violation of California Penal Code section 11166, the Superintendent or other appropriate administrator shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

4.2.5 Violations

Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

4.3 Child Physical/Sexual Abuse and Neglect Reporting

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse or neglect, or you reasonably suspect it, California Penal Code Section 11166 requires you to immediately report this information or suspicion to a child protective agency or the police.

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on the person's training and experience, to suspect child abuse or neglect. It does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. The report shall be made by phone as soon as possible and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse. Internal reporting to the Superintendent occurs after the phone-in report.

4.4 Solicitations, Distributions, and Access

In order to maintain and promote efficient operations, discipline, and security, the School maintains rules applicable to all employees that govern solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should immediately consult with his or her supervisor. These rules are:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and rest break periods.

2. No employee shall distribute or circulate any written or printed material, other than those approved by management for School purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in this section, working areas excludes designated meal and break rooms.

3. No employee shall enter or remain in School work areas for any purpose except to report for, be present during, and conclude a work period. Nonexempt employees must not begin work and clock in at his or her working area more than 10 minutes before they are scheduled to begin and must stop work and clock out from his or her work area no later than 10 minutes after their work scheduled for the day is completed. Work area does not include School parking lots, gates, or other similar outside areas unless an employee is assigned to work in such areas.

4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on School property.

5. Non-employees must sign in at the front office before entering School property.

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

4.5 Bulletin Boards

The School uses bulletin boards to communicate important business information such as safety rules, statutory and legal notices, School policies, and management memos. Each employee has the responsibility to read the information that is posted on bulletin boards. Employees may not post material on bulletin boards without the approval of Human Resources.

4.6 Drug and Alcohol Abuse Policy

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

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

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

- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol (if unauthorized), illegal drugs, marijuana, or drug paraphernalia in a locker, desk, automobile, or other repository on the School’s premises;
- Refusing to submit to an inspection or testing when requested by the School;

- Being under the influence of illegal drugs, marijuana, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event;
- Conviction under any criminal drug statute for a violation occurring in the workplace; or
- Failure to keep all prescribed medicine in its original container.

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

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

The School may at times conduct unannounced searches of School property for alcohol, illegal drugs, marijuana, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. The School's property includes, but is not limited to, desks, cabinets, lockers, any furniture, storage space or room, and rooms normally used to store employees' personal property. The School reserves the right to search and inspect the School's property for business-related purposes and/or to ensure compliance with School policies. As a result, employees do not have an expectation of privacy in this regard.

Violation of this Drug and Alcohol Abuse Policy may result in disciplinary action, up to and including termination, at the School's sole discretion.

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

Compliance with this Drug and Alcohol Abuse Policy is a condition of employment at the School. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination.

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

To the extent permitted by law, the School may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol. Such testing will be conducted if two or more employees observe an employee acting in such a manner to raise suspicion that the employee is under the influence of an illegal drug, marijuana or alcohol or is acting in such a manner that they may harm themselves, another employee or students. Any refusal to submit to such testing will be considered a positive screen unless prohibited by law. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal unless prohibited by law. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may also be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation. In addition, employees have an obligation to notify the School of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction. Failure to do so may result in discipline, up to and including termination.

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

4.7 Schedule and Working Hours

The School's administration office hours are 8:00 a.m. to 4:00 p.m., Monday through Friday, however some departments may vary. All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Superintendent or your supervisor will assign your individual work schedule. In order to accommodate the needs of our school, it may be necessary to change individual work schedules on either a short- term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Superintendent.

4.7.1 Teachers

The work schedule for teachers shall include onsite hours. A normal workday for teachers begins at least one hour before scheduled class start time and continues until at least one hour after class end time. It is expected that teachers will attend professional development days, night performances, parent meetings in the evening, orientation, and other school events that may occur on the weekend. Teachers shall be present at additional times as may be reasonably necessary.

4.7.2 All Other Employees

Normal operating hours at the School are 8:00 a.m. to 4:00 p.m. Monday through Friday. Your supervisor will assign your work schedule. Once assigned, this work schedule can be changed by your supervisor at any time for such reasons as to better serve the students, fluctuations in the School's calendar, or the reorganization of your responsibilities.

4.8 Punctuality and Attendance

Each of our employees plays an important role in getting the day's work done. Therefore, each employee is expected to be at his or her work station on time each day and to remain there throughout his or her scheduled hours. Tardiness, even for good reasons, is disruptive to our operations and interferes with our ability to satisfy our students' needs. Excessive tardiness can result in discipline, up to and including termination, to the extent allowed by applicable law.

If you are going to be late for work for any reason, you must personally notify your supervisor as far in advance as possible and in any case no less than one hour before your shift starts so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you must notify your supervisor as soon as possible. Because voice mail messages may go unheard for significant periods of time, leaving a voice mail message is not a sufficient method of notifying your supervisor—you must personally contact your supervisor in a timely manner. If you are required to leave work early, you must also personally contact your supervisor and obtain his or her permission. If you are a teacher and will be late or absent for non-illness related reasons, you must follow all applicable substitute teacher policies and procedures. Teachers are required to keep an up-to-date substitute folder in their classroom with lesson plans and pertinent class and student information.

As an employee of the School, you are also expected to be regular in attendance. Any absence causes problems for those whom you serve and your fellow colleagues as well as your supervisor. When you are absent, others must perform your workload, just as you must assume the workload of others who are absent. Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal and rest periods when appropriate or when required to leave on authorized School business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. In all cases of absence, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work. Excessive, unexcused absenteeism will not be tolerated and, to the extent allowed by applicable law, may result in disciplinary action, up to and including termination.

Except as otherwise provided by law, if you fail to report for work without any notification to your supervisor and your absence continues for a period of three consecutively

scheduled workdays, the School will, in most cases, consider that you have abandoned your employment and have voluntarily resigned.

4.9 Personal Standards

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, clean, tasteful, and professional appearance at all times. Employees should wear clothing appropriate for the nature of our operations and the type of work performed. Supervisors may issue more specific guidelines.

Employees are expected to maintain a professional appearance and to wear clothing appropriate to their position and suitable to the work performed without compromising safety. Visible facial and body piercings, other than piercings of the ears, and/or shirts with pictures or words depicting violence, racial or gender discrimination, drugs/alcohol, or sex related items are not allowed. Visible tattoos are not permitted and must be covered at all times. The intent is to represent the School in the best possible light. Check with your supervisor if you have any questions regarding appropriate dress standards.

It is the intent of the School that all employees present themselves to our students, parents, and general public in a manner which enhances their professional position. It is also the intent of the School to ensure all employees model, for students, attire appropriate to success.

All employees are expected to dress in a professional manner. Clothing should be neat, clean, in good repair, and appropriate for on the job appearances at all times. Employees shall not wear on the outside of their clothing any jewelry or similar artifacts that are obscene, distracting, or may cause disruptions to the educational environment. Employees must adhere to the following guidelines:

- Clothing with short sleeves must cover all undergarments. Shorts are not considered appropriate attire (with the exception for the physical education instructor).
- “Casual Fridays” attire will be at the discretion of the Superintendent.
- Jeans in presentable condition may only be worn on Fridays. No jeans that are well-worn or contain holes, rips, or tears will be permitted. Skinny or tight fitting jeans or jeggings are not permitted.
- Leggings may be worn under other articles of clothing (such as a top) which covers to the mid-thigh or longer.
- Dresses and skirts which are no shorter than three inches above the knee. Dresses and skirts which are ankle length and tight enough to hinder walking are not acceptable attire. The slit of a dress or skirt must come no higher than three inches above the knee.

- Athletic shoes are not acceptable for nonphysical education teachers. However, special needs foot attire, to accommodate foot problems or appropriate activities may be addressed by the Principal. Athletic shoes are allowed on the playground and during other times (such as field trips and physical education) when regular dress shoes may be a hazard.
- Shoes and sandals without a back strap are not acceptable. Closed toe is preferred. Beach style flip flops are not acceptable attire.
- Hats are not to be worn inside.
- Jeans, tennis shoes, and shorts (no shorter than three inches above the knee) shall be allowed on field trips that involve outdoor activities and at appropriate after school events.
- Custodians and Maintenance Workers shall wear appropriate safe, casual clothing which is respectful of all staff and students.

By enacting this dress code policy, the School recognizes that there are occasions when individuals may need to wear specific clothing due to medical reasons or due to a sincerely held religious practice, belief, or observance. When such is the case, the employee should notify in writing his or her supervisor of the medical necessity or his or her sincerely held religious practice belief, or observance that gives rise to the need for deviation from this dress code policy.

All attire must be in compliance with the School's dress code policy. Any attire deemed inappropriate by Human Resources is prohibited. The employee may be asked to return to work with the appropriate attire.

The Superintendent may, in his or her sole discretion, permit employees to deviate from the dress code policy when school is not in session and students are not present. Employees will be notified by the Superintendent when such a deviation is permitted, defining the parameters of the dress code policy based on seasonal weather conditions, special events, and the like.

4.10 Confidential Information

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all parent and student information, parent and student lists, lesson plans, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

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

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

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

Employees must refer any person seeking School records or information to Human Resources for handling.

Confidential Mail: Mail and other forms of correspondence that have been labeled “Confidential” are not to be opened by anyone other than the addressee or an individual designated by the addressee, unless otherwise directed by School management.

Disposal of Confidential Materials: All confidential/proprietary paper must be shredded in a timely manner and consistent with applicable retention policies, if any. The School provides shredders in the administration office for this purpose. Under no circumstances are any confidential materials to be placed in normal trash containers.

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

4.11 Legal Claims or Proceedings

Any employee of the School who receives notice of any possible legal claim against the School, including threatened or actual litigation, investigation or inspection (“legal proceeding”), must immediately notify the Superintendent.

4.12 Data Security and Privacy Policy

The School maintains confidential student information in both written and electronic form. The School is committed to safeguarding the School's confidential corporate and student information and has implemented certain technical and organizational measures to

protect such information against accidental, unauthorized or unlawful loss, alteration, access or disclosure.

Many employees have been granted access to such information as may be necessary to perform their job duties. It is a violation of the School's policy to take any measures to disable or circumvent any of the access controls designed to protect the School's confidential information, or to use another employee's password to gain access to such information, or to otherwise attempt to or gain access to any information to which the employee has not been granted access. It is also a violation of the School's policy to disseminate any of the School's confidential corporate, student, or other information to an unauthorized person or entity, or to any unauthorized e-mail accounts outside of the School's network.

4.13 Computer Usage and Privacy

Every employee who is provided access to the School's Communications Systems is responsible for using the Communications Systems in accordance with this policy. Any questions about this policy should be addressed to Human Resources.

4.13.1 Definitions

The School's electronic communications systems ("Communications Systems") includes, but is not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, chromebooks, PDAs, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks and/or servers.

4.13.2 Ownership and Conditions of Use

The Communications Systems is the property of the School. It has been provided by the School for the sole purpose of conducting School-related business as well as other business that is approved by the Superintendent of the School. All communications and information transmitted by, received from, or stored in these systems are School records and the property of the School. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

Electronic communications are a means of business communication. The School requires all employees to conduct themselves in a professional manner. Employees should conduct all electronic communications with the same care, judgment, and responsibility that they would use when sending letters or memoranda written on School letterhead. Special care must be taken when posting any information on the Internet because of the potentially broad distribution of and access to such information.

To protect the integrity of the School's Communications Systems and the users thereof against unauthorized or improper use of these systems, the School reserves the right, without notice, to limit or restrict any individual's use, and to inspect, copy, remove, or delete any unauthorized use of its Communications Systems upon authorization of the Superintendent

or his or her delegatee. The School also reserves the right periodically to monitor the use of its Communications Systems and to access employees' voice mail, Internet access, and e-mail for that purpose or any other business-related purpose upon authorization of the Superintendent or his or her delegatee.

Erasing an e-mail message from a mailbox does not necessarily erase all copies of the message on the network. Archived copies may be stored for substantial periods of time and are subject to the provisions of this policy regarding content, review, access, and disclosure.

Employees are required to comply with the School's Computer Usage and Privacy Policy and agree to be bound by this policy by using the School's Communications Systems.

4.13.3 Confidentiality and Privileges

Information stored on the Communications Systems is intended to be kept confidential within the School. The School has taken all reasonable steps to assure confidentiality and security. Like other means of communication, however, it is not possible to guarantee complete security of electronic communications either within or outside the School, and care should be exercised when sending or receiving sensitive, privileged, or confidential information electronically. For example, information sent through the Internet can be monitored by external systems en route to its final destination. All employees must keep this in mind when forwarding sensitive, confidential, and/or privileged information. Where appropriate, this fact should be disclosed to outside contacts.

4.13.4 Prohibited Use

Employees are prohibited from using the Communications Systems for any unauthorized or unlawful purpose, including, but not limited to, the following:

- Employees are strictly prohibited from using the Communications Systems to deliver a message that is harassing or offensive on the basis of any protected category as defined in the School's Discrimination, Unlawful Harassment, Retaliation and Complaint Reporting Procedures Policy herein or any other consideration made unlawful by federal, state, or local laws, ordinances or regulations. The School's policies against discrimination, harassment, and retaliation apply to the use of the Communications Systems.
- Employees are prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.
- Employees are prohibited from using the Communications Systems to transmit, display, store, publish, or purposely receive any pornographic, obscene, or sexually explicit material.

- Employees are prohibited from using the Communications Systems for visiting, or transmitting or receiving data to or from, social networking websites, including, but not limited to, Facebook, X, Pinterest, LinkedIn, SnapChat, Instagram, YouTube, TikTok, and instant messaging, games, and music download programs.
- Employees must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the Communications Systems without the prior written authorization of the Superintendent of the School.
- Employees may not waste computer resources, including, but not limited to, unfairly monopolizing resources to the exclusion of others (including sending mass mailings or chain letters, spending excessive amounts of time on the internet, playing games, engaging in online chat groups, instant messaging, printing unauthorized multiple copies of documents, or otherwise creating unnecessary network traffic).
- Employees must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper authorization from the School.
- Employees are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's e-mail and voice mail mailboxes without proper authorization, based on legitimate business reasons, from the Superintendent or his or her delegatee. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.

4.13.5 Access and Disclosure

The Communications Systems is provided solely for the purpose of conducting School business. Incidental and occasional personal use of the Communications Systems is prohibited and users do not have any expectation of personal privacy in any matters stored in, created, received, or sent over the Communications Systems.

The School, as owner of the Communications Systems, to protect the integrity of its systems from unauthorized or improper use, reserves the right to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its Communications Systems without the permission of, or prior notice to, any employee.

Although the School entrusts employees with the use of voice mail, e-mail, computer files, software, or similar School property, employees should keep in mind that these items have been installed and maintained at great expense to the School and are only intended for business purposes. At all times, they remain School property. Likewise, all records, files, software, and electronic communications contained in these systems also are School property. Employees are advised that electronic files, records, and communications on School computer systems, electronic communication systems, or through the use of School telecommunications

equipment are not private. Although they are a confidential part of School property, employees should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voice mail, e-mail, and computer systems, files, and records. Passwords do not imply privacy. Additionally, these systems are subject to inspection, search, and/or monitoring by School personnel for any number of reasons. As a result, employees do not have an expectation of privacy in this regard. The School is not responsible for costs incurred when employees use School telephones or e-mail systems for personal matters.

Employees should be advised to use voice mail and e-mail as cautiously as they would use any more permanent communication medium such as a memorandum or letter. Employees should realize that e-mail messages:

- May be saved and read by third parties.
- May be retrieved even after “deletion.”
- May be accessed by authorized service personnel.
- May be examined by management without notice.

There will be times when the School, in order to conduct business, will utilize its ability to access an employee’s e-mail, voice mail, computer files, software, or other School property. The School also may inspect the contents of an employee’s voice mail, e-mail, computers, computer files, or software to monitor job performance, for training or quality control purposes, or when the School suspects that School property is being used in an unauthorized manner.

The School reserves the right to use and disclose any electronic non-privileged communication on its Communications Systems without the permission of or any prior notice to any employee, including disclosure to law enforcement officials.

4.13.6 Personal Devices

Employees of School who are provided with a School-owned device are not permitted to use a personal device to complete job duties. No School employee may save School related files on personal devices. All documents used to complete work functions may only be accessed or saved on the School provided Google Drive or other authorized Communication Systems. Exceptions to this policy may only be granted by the Superintendent and must be in writing.

4.13.7 Discipline for Violations of Policy

Any person who discovers misuse of the Internet access or any of the School’s Communications Systems should immediately contact Human Resources or the Superintendent

of the School. Any employee who violates any part of this policy will be subject to discipline, up to and including immediate termination.

4.13.8 Policy May Be Amended at Any Time

The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices and to improvements and innovations to existing systems and devices and to completely new technologies, devices, and systems. The School reserves the right to amend this policy at any time through an authorized writing from an authorized School representative.

4.14 Social Media

4.14.1 Scope

In light of the explosive growth and popularity of social media technology in today's society, the School has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to the School; (2) engage in social media activities during working hours; (3) use School equipment or resources while engaging in social media activities; (4) use your School e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with the School; (6) interact with School students or parents/guardians of School students (regarding School-related business) on the Internet and on social media sites or (7) create or use a School-affiliated social media account.

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

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

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

4.14.2 Standards of Conduct

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

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal School-related confidential communications. This prohibition applies both during and after your employment with the School.
- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consent from the students' parents/guardians is obtained.
- You may not engage in social media activities during working hours. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School's background check procedures. Do not "research" job candidates on the Internet or social media websites without prior approval from Administration.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from Administration.
- We encourage employees to be fair and courteous to fellow employees, students, parents, vendors, suppliers, or other people who work on behalf of the School. We also encourage employees to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, suppliers, or other people or organizations who work on behalf of the School, or that might constitute harassment or bullying.

- Employees must make sure to always be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors that you know to be false about the School, fellow employees, students, parents, vendors, suppliers, people or organizations who work on behalf of the School, or competitors.
- Never represent yourself as a spokesperson for the School unless authorized by the Superintendent to do so. If you publish social media content that may be related to your work or subjects associated with the School, you must make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, suppliers, or other people or organizations who work on behalf of the School. It is best to use a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the School.”
- Never be false or misleading with respect to your professional credentials.

4.14.3 Creating and Using School Social Media

Employees are only permitted to communicate and connect with students on social media platforms that are owned and operated by the School, including Google Classroom platform. Employees are only permitted to communicate and connect with students’ parents or guardians regarding School-related matters on social media platforms that are owned and operated by the School, including the School’s Google Classroom platform. Classroom social media pages, including, but not limited to, Classroom Facebook pages are not considered School operated and may not be created or managed by a School employee, unless otherwise approved by the Superintendent and provided the employee follows this policy. All communications with parents or guardians regarding School-related matters on non-School or personal social media may result in disciplinary action, up to and including termination. Any communication whatsoever with students on non-School or personal social media accounts may result in disciplinary action, up to and including termination.

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

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

- Request and obtain permission to create a School social media account from the School.

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

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

4.14.4 Access

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

As a result, the School may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. The School may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with the School has engaged in a violation of this, or any other, School policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to the School's various electronic communications systems.

4.14.5 Discipline

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

4.14.6 Retaliation Is Prohibited

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

4.14.7 Questions

In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact Administration.

Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School

employee is responsible for using good judgment and seeking guidance, clarification, or authorization *before* engaging in social media activities that may implicate this policy.

5. OPERATIONAL CONSIDERATIONS

5.1 Employer Property

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

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

5.2 Employee Property

For security reasons, employees should not leave personal belongings of value in the workplace. Employees are responsible for the security of their personal belongings. The School is not responsible for any lost or stolen personal items at work. Terminated employees must remove any personal items at the time they leave the School. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination, unless the parties have arranged otherwise.

5.3 Security

The security of the premises, as well as the welfare of employees and students, requires that you be constantly aware of potential security risks. Therefore, please comply with the following security procedures to ensure a secure workplace. Be aware of persons loitering for no apparent reason (e.g., in parking areas, walkways, entrances/exits, and classrooms). If you notice such a person, report it to Human Resources, the Superintendent of the School, or your supervisor. Secure your work area when called away from it for any length of time, and do not leave valuable and/or personal articles in or around your work area. You should immediately notify the Principal, Human Resources or the Superintendent when any person(s) are acting in a suspicious manner in or around the facilities or when keys, security passes, or identification badges are missing.

Always ensure that all visitors have signed in at the front office through the Raptor System and are wearing appropriate visitor tags/badges. Suspicious persons or activities should be reported to the Principal, Human Resources or the Superintendent. Secure your desk or office and lock your classroom at the end of the day. When called away from your work area for an extended length of time, do not leave valuables and/or personal articles in or around your workstation that may be accessible. The Faculty Lounge has been established as a place where

employees can go to relax, eat, or meet in a relaxed atmosphere. Access to this area should be restricted to employees only so that security concerns can be minimized. The security of facilities and the welfare of our students and employees depend on the alertness and sensitivity of every individual to potential security risks.

5.4 Health and Safety

Every employee is responsible for the safety of himself or herself as well as others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. In compliance with California law and to promote the concept of a safe workplace, the School maintains an Injury and Illness Prevention Program (“IIPP”). The IIPP is available for review by employees and/or employee representatives. Contact Human Resources if you wish to review the IIPP or if you have any additional questions concerning this policy.

Employees shall not be prohibited from accessing their mobile device or other communication device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to confirm their safety during an emergency condition. An emergency condition means: (i) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (ii) an order to evacuate a workplace, a worksite, a worker’s home, or the school of a worker’s child due to natural disaster or a criminal act.

5.5 Smoking Policies

All School buildings and facilities are non-smoking facilities. Smoking is prohibited on the School’s premises or within 20 feet of a School building and within 25 feet of a school playground, whichever is farther. This includes, but is not limited to, nicotine and non-nicotine cigarettes including herbal cigarettes, marijuana, cigars, pipes as well as e-cigarettes and vaping. Employees who wish to smoke must limit their smoking to tobacco products during meal and rest periods off premises. Additionally, smoking is prohibited within 250 feet of any facility or park where a School sports event is taking place.

5.6 Housekeeping

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

5.7 Lactation Accommodation

The School supports breastfeeding mothers by accommodating any employee who wishes to express breast milk during her workday when separated from her newborn child.

Employees have the right to reasonable time and access to a private area during the workday to express milk, as set forth below. Employees may use their meal and/or rest

periods for the purpose of expressing breast milk. If required, a reasonable amount of additional time will be provided. Such additional time will be unpaid.

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

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

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

5.8 Parking

Employees may use parking facilities as directed by their supervisors. The School is not responsible for any loss or damage to employee vehicles or contents while parked on School property.

5.9 Conducting Personal Business

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

5.10 Media Contacts

Members of the media may contact the School to inquire about our school. In all cases, inquiries by the media are to be referred to the Superintendent. No employee may discuss, confirm or deny any general or specific matters with the media without prior authorization from the Superintendent.

5.11 Advertising

The School's trademarks and logos may not be used in any way without prior written approval from the Superintendent. This includes usage in newspaper advertisements, audio or videotaped announcements or ads, posters, fliers, or any other print medium used for promotion.

Promotional items may only be purchased and disbursed with prior written approval.

5.12 Employees Who Are Required to Drive

Employees who are required to drive their own vehicle on approved School business will be required to show proof of a current, valid California driver's license and proof of current, effective auto insurance coverage. If at any time an employee's driver's license or auto insurance is terminated, revoked, cancelled or suspended, s/he must notify his/her supervisor immediately and refrain from driving a School vehicle until his/her license and/or insurance is reinstated. To the extent permitted by law, the School retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked or who fails to maintain personal automobile insurance coverage.

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

Drivers are expected to follow state laws while driving vehicles, including obeying speed limits and observing rules of the road. Moving violations, parking tickets, and accidents are an employee's responsibility and the School will not reimburse for fines, tickets, or traffic school that are imposed as consequences of driving behaviors. Specific citations, restrictions, suspensions and revocations of driving privileges, may result in loss of School driving privileges and discipline up to and including termination.

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

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

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

5.13 Expense Reimbursements

The School's policy is to reimburse its employees for all necessary expenditures incurred in direct consequence of the discharge of their duties. The School requests that employees submit their reimbursements within 30 days of incurring the cost.

5.13.1 Cell Phones

Some employees may be eligible to participate in the School cell phone plan, rather than receive reimbursement for a personal cell phone plan. Employees who receive a School cell phone must not use a personal phone to conduct School-related business. Employees who are not provided with a School-issued cell phone are discouraged from conducting School-related business on their personal cell phones. If an employee is required, out of necessity, to use the employee's personal cell phone, the employee may be eligible to receive reimbursement for the charges for such business-related usage. To receive reimbursement, the employee must provide the School with a copy of his or her cell phone bill, indicating which charges are business-related. The employee will either receive reimbursement for those charges or, if the usage is included in the employee's cell phone plan, the employee will receive reimbursement for the phone plan in proportion to his or her business use. For instance, if an employee pays \$100 per month for a cell phone plan and 10% of his or her use is business-related, the employee will receive a reimbursement of \$10.

6. EMPLOYEE BENEFITS/LEAVES

6.1 Holidays

Regular full-time nonexempt employees are eligible for holiday pay. All other employees, i.e., part-time employees, limited employees, exempt employees, and teachers are not eligible for holiday pay. Exempt employees will receive their regularly scheduled pay during School-recognized holidays. To be eligible for holiday pay, an employee must be working must work both the business day before and after the holiday unless absent due to use of paid sick leave:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
June 19
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

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

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

If a holiday falls during vacation, the observed holiday will be paid as a "holiday" rather than a vacation day. Employees on unpaid leaves of absence do not earn holiday pay.

6.2 Vacations

All regular full-time employees begin to earn and accrue vacation starting on the first day of employment as a regular full-time employee. Employees in any other classification (e.g., part-time, temporary, etc.) and hourly employees who work 10 months out of the year are ineligible for vacation benefits. Vacation accrues on an as-worked basis. Therefore, employees who only work 10 months will only accrue during those 10 months. Vacation will not accrue during any unpaid leave of absence, inactive time, unpaid time, or non-working time.

All regular full-time employees will accrue vacation as follows:

Classification	Vacation Accrual Rate	Vacation Accrual Cap
12-Month Employees	Up to 10 days (80 hours) per year	120 hours
Superintendent	Up to seven days (56 hours) per year	84 hours
Assistant Superintendent/ Directors (215 day employees)	Up to five days (40 hours) per year	60 hours
Director of Special Education/ School Principal/Assistant Principal (210 day employees)	Up to three days (24 hours) per year	36 hours
10 -Month Employees (including teachers and support providers)	Up to three days (24 hours) per year	36 hours

Although regular full-time employees begin accruing vacation the first day of employment in full-time status, they will be ineligible to take time off and receive vacation benefits until they complete at least six months of service. Employees must receive approval from their supervisor before they may take time off for vacation.

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

For both exempt and nonexempt employees, vacation time is suggested to be taken in minimum increments of four hours. If an exempt employee absents himself or herself from work for part or all of a workday, he or she may be required to use accrued vacation to make up for the absence.

All employees must have supervisory approval before taking vacation, which must be requested at least 10 business days in advance of the beginning of the anticipated vacation period. Employees must submit a Time Off Request online for approval to their supervisors and then to Human Resources. Vacations shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements.

Although the School will attempt to accommodate vacation request to the greatest extent possible, there is no guarantee that any given vacation request will be granted, and the School reserves the right to deny a vacation request based on operational needs of the School. At the start of the school year, employees are expected to submit vacation requests. Approval of vacation requests is subject to the School's discretion and will be based on operational needs and seniority. Thereafter and throughout the year, vacation requests will be granted on a first-come, first serve basis.

It is preferable for employees at site-dependent programs to take vacations when students are not in school such as winter break, spring break, and for applicable employees, during the summer. For applicable employees, vacations for the summer may not begin until the program has officially closed out the year with central administration. Also, employees need to prepare to participate in numerous trainings during the month of August. Vacation time taken in August must be scheduled around training dates.

The School reserves the right to schedule vacation time for employees or to compensate employees for accrued, unused vacation time at any time in its sole discretion. For those employees that are eligible for holiday pay, if a holiday occurs during your vacation period, you will receive holiday compensation for that day.

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

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

6.3 Sick Leave

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave ("PSL") to eligible employees.

6.3.1 Eligible Employees

All employees (including part-time and temporary) who work for the School more than 30 days within a year in California are eligible to receive PSL as set forth in this policy.

6.3.2 Permitted Use

Eligible employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee's family member.

For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling of the employee, or a designated person. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. "Designated person" means a person identified by the employee at the time the employee requests paid sick days. Only one individual may be a "designated person" per 12-month period.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

6.3.3 Allotment Amount and Carryover

Eligible employees will be allotted PSL days as follows:

- **Certificated (Teachers) Employees:** Teachers that work a full academic school year shall be allotted eight PSL days (or 64 hours) each school year (First day of school year-June 30) on August 16.

- Administration Exempt Employees Working the Entire School Year (12 month employees): On July 1, all eligible employees will be allotted six PSL days (or 48 hours) per school year (July 1-June 30).
- All Other Employees: On July 1, all eligible employees will be allotted five PSL days (or 40 hours) per school year (July 1-June 30).

PSL days for all employees are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work for the school year as noted above. If an employee is hired after the start of the school year (i.e., July 1 or August 16 for teachers), the employee shall receive a prorated amount of PSL based on the employee's first day of work, but in no event shall be less than five (5) days or 40 hours, whichever is greater. PSL days are "use it or lose it" and, as such, do not carry over from year to year.

6.3.4 Limits on Use

Exempt eligible employees may use PSL beginning on the first day of employment.

Nonexempt eligible employees may use PSL beginning on the 90th day of employment.

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

6.3.5 Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable. Upon return from an unexpected sick leave absence, employees must complete an Absentee Report.

If you expect to be absent from work for more than five days or if you have an expectation of periodic absences due to a specific medical condition, please contact Human Resources.

6.3.6 Termination

Employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination.

6.3.7 No Discrimination or Retaliation

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

6.4 Bereavement Leave

All employees who have worked with the School for at least 30 days prior to the commencement of the leave may be eligible for up to five days of leave upon the death of a family member. Regular full-time employees will receive pay for up to three days during the leave of absence. All other employees will receive time off without pay. Eligible employees may use any accrued leave, such as paid time off, vacation, or sick leave during the unpaid leave of absence.

The School may request documentation to certify the need for such leave. Upon request, employees must provide documentation of the death of the family member within 30 days of the first day of the leave. “Documentation” may include, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

For the purposes of this policy, “family members” include: a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. “Parent” means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. “Sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological parent. “Grandchild” means a child of the employee's child. “Grandparent” means a parent of the employee's parent.

Bereavement leave as stated above must be approved by the Superintendent in advance and must be completed within three months of the date of the death of the family member, but need not be consecutive. Under extenuating circumstances, employees who are not eligible for paid bereavement leave or eligible employees who wish to extend their bereavement leave beyond five days may request to do so in advance from their supervisors. In the event that the School approves such an advance request at its discretion, the absence or extended absence will be charged to the employee's vacation. If the employee does not accrue vacation or has used all his or her accrued vacation, the absence or extended absence will be without pay.

6.5 Reproductive Loss Leave

All employees who have worked with the School for at least 30 days prior to the commencement of the leave may be eligible for up to five days of unpaid leave following a reproductive loss event. For the purposes of this policy, “reproductive loss event” means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction, as these terms are defined by law.

The leave must be taken within three months of the reproductive loss event, but need not be consecutive. However, if an employee is on, or chooses to take, leave pursuant to the California Family Rights Act, the Pregnancy Disability Leave law, or any other leave

entitlement provided under state or federal law, the employee must complete their reproductive leave loss within three months of the end date of the other leave. If an employee experiences more than one reproductive loss event within a 12-month period, the School may deny unpaid time off requested under this policy in excess of 20 days within a 12-month period.

Reproductive loss leave is unpaid. However, eligible employees may use any accrued leave, such as paid time off, vacation, or sick leave during the unpaid leave of absence.

The School shall maintain the confidentiality of any employee requesting leave under this policy. Any information provided to the School pursuant to this policy shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

The School prohibits retaliation against any individual who exercises their right to reproductive loss leave or who gives information or testimony as to their own reproductive loss leave, or another person's reproductive loss leave, in an inquiry or proceeding related to rights guaranteed under applicable law.

6.6 Family and Medical Leave Act (FMLA) / California Family Rights Act (CFRA)

Family Care and Medical Leave

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

- **Employee Eligibility Criteria**

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

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

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by

the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.

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

5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.
- Amount of FMLA/CFRA Leave Which May Be Taken
 1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
 2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
 3. The “twelve month period” in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
 4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.
 - Pay during FMLA/CFRA Leave
 4. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time,

supplement the partial wage replacement benefit unless otherwise prohibited by law.

2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance and/or Paid Family Leave benefits will not extend the length of the FMLA/CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

- Health Benefits

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

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

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

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

- Seniority

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

- Medical Certifications

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

- Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
 2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

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

6.7 Pregnancy Disability Leave

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

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

- Duration of Pregnancy Disability Leave

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

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

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

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

the School shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12)-month period. the School can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee’s failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.

- There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.
- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.
- Medical Certifications
 1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
 2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.
- Requesting and Scheduling Pregnancy Disability Leave
 1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to 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 the School policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee

must obtain a certification from her healthcare provider that she is able to resume work.

4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

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

6.8 Unpaid Leave of Absence (Medical)

In an effort to comply with its duty to accommodate employees with qualifying disabilities, the School may provide leaves of absence without pay when an employee is temporarily unable to work due to a mental or physical disability, certified in writing by his or her health care provider, unless such leave would cause an undue hardship to the School. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay.

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

6.9 Discretionary Unpaid Leave of Absence (Non-Medical)

The School may grant a discretionary unpaid leave of absence to employees in certain unusual circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor and Human Resources during your leave, and to give prompt notice if there is any change in your return date.

The School has complete discretion to deny a personal leave of absence in any circumstance. All requests for personal leave will be evaluated on an individual basis by management and Human Resources. In evaluating a request for unpaid leave, the School will consider various factors, including but not limited to the following:

- School/department needs and the impact on the organization

- Reason for requesting the leave
- Length of service
- Work performance record
- Attendance record

During a personal leave, you will earn no compensation. However, you must use accrued vacation time.

Unless otherwise required by law, the School does not continue to pay premiums for health insurance coverage for employees on discretionary unpaid leaves of absence. However, if eligible, you may self-pay for premiums under the provisions of COBRA. Thus, during the period of your unpaid personal leave, you remain responsible for the payment of the entire amount of your health benefit premiums.

If your leave expires and you have not contacted your supervisor or the School, the School will assume that you do not plan to return and that you have voluntarily terminated your employment. Employees do not continue to accrue vacation, sick leave, or holiday benefits while they are on unpaid discretionary leaves of absence.

Employees taking a personal leave of absence are not guaranteed reinstatement. The School will have complete discretion to fill their position. Only the Superintendent has authority to commit the School to any arrangement contrary to this and will do so only in writing.

Additional types of leave may also be available pursuant to applicable federal, state or local laws. Please contact Human Resources for more information.

6.10 Military Leave

The School shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services or the Federal Emergency Management Agency (“FEMA”) reserves who deploy to major disaster sites 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.

The School will reinstate employees returning from military leave to their same position or one of comparable seniority, status, and pay as required by law.

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

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

6.11 Jury Duty/Witness Duty

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

Nonexempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any accrued vacation during jury/witness duty leave.

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

6.12 Time Off for Voting

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

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

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

Nothing in this policy requires the employee to bring his or her mail (absentee) ballot to work, including mailing such absentee ballot from work.

6.13 Emergency Duty/Training Leave

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

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

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

6.14 School Appearance and Activities Leave

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

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

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a

required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

6.15 Leave for Crime Victims and Their Family Members

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

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

6.16 Rights for Victims of Crime or Abuse

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

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

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

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.

3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

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

6.17 Adult Literacy Leave

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

6.18 Alcohol and Drug Rehabilitation Leave

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

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

6.19 Civil Air Patrol Leave

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

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

6.20 Leave for Bone Marrow and Organ Donors

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

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

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

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

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

7. INSURANCE BENEFITS

7.1 Medical Insurance

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

7.2 Disability Insurance (Wage Supplement)

The School contributes to the State of California to provide you with State Disability Insurance (“SDI”) pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. SDI provides partial wage replacement benefits which may be payable when you cannot work because of illness or injury not caused by employment with the School or when you are entitled to temporary workers’ compensation at a rate less than the daily disability benefit amount.

SDI is a partial wage supplement provided concurrently while an employee takes an eligible leave of absence under School policy and applicable law. SDI is administered consistent with California law. For more information regarding this program, you may contact the EDD directly. The EDD is solely responsible for eligibility determinations related to SDI benefits.

7.3 Paid Family Leave Insurance Benefits (Wage Supplement)

Under California law, eligible employees may participate in the Paid Family Leave (“PFL”) insurance program, which is part of the state’s unemployment compensation disability insurance program. The PFL program provides up to eight weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill or injured child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child (birth, foster care, or adoption), or to participate in a qualifying event because of a family member’s (i.e. a spouse, registered domestic partner, parent or child) military deployment to a foreign country. The PFL program does not provide job protection or reinstatement rights. It is a partial wage supplement administered by the EDD which is provided concurrently while an employee takes an eligible leave of absence under School policy and applicable law.

PFL is administered by the EDD consistent with California law. For more information regarding this program, you may contact the EDD directly. The EDD is solely responsible for eligibility determinations related to PFL benefits.

7.4 Unemployment Compensation

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

7.5 Social Security

Social Security is an important part of every employee’s retirement benefit. The School pays a matching contribution to each employee’s Social Security taxes.

7.6 Workers' Compensation Insurance

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

**EMPLOYEE HANDBOOK ACKNOWLEDGMENT
AND AT-WILL AGREEMENT**

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

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

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

Date: _____

Signed: _____
Employee

Employee Printed Name: _____

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 Superintendent 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.

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Employee Handbook

Where did the incident(s) occur? _____

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

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

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

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____

Date: _____