

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE MANUAL

PLEASE READ THE EMPLOYEE MANUAL AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE HUMAN RESOURCES DEPARTMENT.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Manual. I have read and understood the contents of the Manual, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Manual. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Manual. I also understand that if I am ever unclear on any language, or policies and procedures in this Manual, it is my responsibility to seek clarification from the Program.

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

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

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

Employee's Signature: _____

Date: _____

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The purpose of this manual is to inform you about The Charter School of San Diego's (CSSD) Teacher Induction Program, its philosophy, employment practices, and policies, as well as the benefits provided to you as a valued employee and the conduct expected from you.

We ask that you read this manual carefully and refer to it whenever questions arise. Policies, benefits, and rules, as explained in this manual, may be changed from time to time as operations, legislation, and economic conditions dictate.

No employee manual can answer every question, nor would we want to restrict the normal question and answer exchange among us. It is through our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

Our goal is to support you in guiding students to their success. **Our success is student success!** We hope this manual will help you feel more comfortable with the culture and expectations you will find at CSSD. We strongly believe you will find CSSD an amazing place to work that continues to stay focused on our core mission of **TRANSFORMING LIVES!**

Notices

CSSD, at its option, may change, delete, suspend, or discontinue any part or parts of the policies in this manual at any time without prior notice. Any such action shall apply to existing as well as future employees with continued employment being the consideration between the employer and employee. Employees may not accrue eligibility for monetary benefits that they have not earned through actual time spent at work. Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked. No one other than the President/CEO, in writing, may alter or modify any of the policies in this manual. No statement or promise by a supervisor, manager, or department head may be interpreted as a change in policy nor will it constitute an agreement with an employee.

Should any provision in this Employee Manual be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Manual, but only the subject provision. This manual replaces (supersedes) all other previous employee manuals for CSSD.

504 Coordinator:

Kirsten Ramirez Henderson, khenderson@altusschools.net

Title V Coordinator:

Lynne Alipio, lalipio@altusschools.net

Title II, Title IX Coordinator:

Tim Tuter, ttuter@altusschools.net

Civil Rights Coordinator:

Lynne Alipio, lalipio@altusschools.net

Our employee relations philosophy strives to:

- Select people on the basis of skill, training, ability, attitude, and character without discrimination with regard to age, gender, color, race, creed, religion, political belief, national origin, ancestry, marital status, sexual orientation, health condition, or disability that does not prohibit performance of essential job functions.
- Dedicate ourselves to student success through accountability and continuous improvement.
- Review wages, employee benefits, and working conditions continually with the objective of providing competitive benefits in these areas, consistent with sound business practices.
- Provide eligible employees with medical, disability, retirement, and other benefits.
- Develop competent people who understand and meet our objectives, and who accept with open minds the ideas, suggestions, and constructive criticisms of fellow employees.
- Assure employees, after talking with their supervisor, an opportunity to discuss any problem with CSSD leadership.
- Operate in an economically efficient manner to ensure that there are adequate resources available to meet the needs of our students.
- Make prompt and fair adjustment of any complaints that may arise in the everyday conduct of CSSD to the extent that is practicable.
- Respect individual rights and treat all employees with courtesy and consideration.
- Maintain mutual respect in our working relationship.
- Provide a workplace that is safe, supportive, attractive, comfortable, and orderly.
- Keep all employees informed of the progress of the overall Strategic Plan, Initiatives, Goals and targets.
- Do all these things in a spirit of friendliness and cooperation so that CSSD will continue to be known as “a great place to work!”

Your first responsibility is to know your own duties and how to do them promptly, correctly and pleasantly. Secondly, you are expected to cooperate with CSSD leadership and your fellow workforce members and maintain a good team attitude. How you interact with fellow members and those within the communities we serve, can affect the success of your students and assignments. In turn, the performance of one resource center/department can impact the entire service offered by CSSD. Consequently, whatever your position, you have an important assignment: **perform every task to the very best of your ability. The result will be better success for our students, CSSD and your own personal satisfaction.**

You are encouraged to take advantage of opportunities for personal development that are offered to you. This manual offers insight on how you can positively perform to the best of your ability to meet and exceed expectations.

We believe in direct access to the leadership team, which includes members of CSSD leadership and supervisors. We are dedicated to making CSSD an organization where you can approach your supervisor, or any member of school leadership, to discuss any problem or question. We expect you to voice your opinions and offer your suggestions to improve the quality of the organization.

Remember, you help create the healthful, pleasant, and safe working conditions that CSSD intends for you. Your dignity and that of fellow employees, as well as that of our students, is important.

CSSD needs your help in making each working day enjoyable and rewarding so that we may transform the lives of our students, their families, and our community!

Whether you are a new hire or a former employee returning, you may feel a little lost in your new surroundings. This is a normal feeling. Your fellow employees, especially the Leadership Team, want to help you get off to a great start. Feel free to ask them for help concerning anything you don't understand.

One of the first things you should do is carefully read this manual. It is designed to answer many of your questions about the practices and policies of CSSD, what you can expect from CSSD, and what CSSD expects from you.

Statutory Provisions Relating to Charter School Employment

CSSD has been established and operates pursuant to the Charter Schools Act of 1992, Education Code § 46700 et seq., and by action of the Board of Education of the San Diego Unified School District (SDUSD) which has approved the charter petition for The Charter School of San Diego ("CSSD"), and Audeo Charter School ("Audeo").

Pursuant to Education Code section 47604, CSSD has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law (Part 2, commencing with section 5110 et seq. of the Corporations Code). As such, CSSD is considered a separate legal entity from SDUSD and SDUSD shall not be liable for any debts and obligations of CSSD or its schools. Employees should recognize that they are being employed by CSSD and not SDUSD.

Pursuant to Education Code section 47610, CSSD must comply with all of the provisions set forth in its charter petitions, but is otherwise generally exempt from the laws governing school districts.

Pursuant to Education Code section 47605(b)(5) each school's petition has set forth the qualifications to be met by individuals to be employed.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

CSSD is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. CSSD's policy prohibits unlawful harassment, discrimination including but not limited to employment, retention, promotion, and retaliation based upon: race (including traits historically 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 pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken 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 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.

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.

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

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

Prohibited Unlawful Harassment

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

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

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

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

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

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of their 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 every two (2) years thereafter. CSSD will also provide sexual harassment prevention training to temporary or seasonal employees within thirty (30) days after the hire date or within one hundred (100) hours worked if the employee work for less than six (6) months. 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 Executive Director. See **Appendix A** for the "Harassment/Discrimination/ Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
- Rape, sexual battery, molestation or attempts to commit these assaults and
- Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
- Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.

- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate CSSD policy.

At-Will Employment Relationship

While CSSD expects the employment relationship to be mutually beneficial, employment is entered into voluntarily and the employment relationship is considered at-will. Given the at-will employment relationship, either CSSD or the employee may terminate the employment relationship at any time with or without cause, with or without notice, at the party's sole and unreviewable discretion.

Without impacting the at-will nature of the employment relationship, CSSD may attempt to remedy and address issues of unsatisfactory performance with the employee.

No employee has the authority to enter into any agreement for employment or employment for a specified period of time, or to make an agreement or contract contrary to the at-will employment relationship stated above. The only exception to this would be an employment relationship stated in a written contract signed by both the employee and the Executive Director or Board of Directors Chair Person .

Child Abuse and Neglect Reporting

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

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

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

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

Code of Ethics

Workforce members should always conduct themselves in a manner that reflects high standards of professionalism. The CSSD professional educator strives to create a learning environment that nurtures to fulfillment the potential of all students. He or she acts with conscientious effort to exemplify the highest ethical standards.

The Code of Ethics contains four basic principles relating to the rights of students and educators; ethical conduct toward students, ethical conduct toward practices and performances, ethical conduct toward professional colleagues, and ethical conduct toward parents and the community. A document containing the Code of Ethics and Integrity Statement is signed by all workforce members annually.

Integrity Statement

CSSD is committed to servicing students and families in a manner which demonstrates integrity and honesty. This can be accomplished by leading our students and each other to success through being truthful, taking responsibility for one's actions, and knowing and working within the laws and regulations relevant to our daily work both in letter and spirit.

Please understand the high level of trust placed on all employees at CSSD. Commit yourself to the creation of a work and learning environment infused with integrity and respect.

Confidential Information

Our students and parents entrust CSSD with important and sensitive personal information. The nature of this relationship requires a high level of confidentiality. In maintaining and safeguarding the information received, CSSD earns the respect and further trust of our students and families.

Your employment with CSSD assumes an obligation to maintain confidentiality, even after you leave our employ. Any violation of confidentiality seriously injures CSSD's reputation and effectiveness. Therefore, please do not discuss school business with anyone who does not work for us and never discuss transactions with anyone who does not have a direct association with the transaction. Even casual remarks can be misinterpreted and repeated, so develop the personal discipline necessary to maintain confidentiality. If you hear, see, or become aware of anyone else breaking this trust, consider what he or she might do with information they receive from you.

If someone outside CSSD questions you, and you are concerned about the appropriateness of giving them certain information, remember that you are not required to answer and that we do not wish you to do so. Instead, as politely as possible, refer the request to your supervisor or one of the leadership team members.

No one is permitted to remove or make copies of any school records, reports, or documents without prior approval by the President/CEO or designee.

Because of its seriousness, disclosure of confidential information as described above could lead to discipline, up to and including immediate termination.

Credentials

To meet the requirements of the State of California, teachers generally must possess a current teaching credential or credential appropriate to their position. CSSD supports teachers in their effort to obtain and renew teaching credentials. CSSD will facilitate evaluation of credentials by working closely with universities, county and state credentialing offices.

Instructional employees who begin work holding an emergency permit or intern certificate assume the responsibility to meet the requirements to maintain this credential and/or transition to a regular teaching credential.

It is the responsibility of instructional employees to maintain the required credential for their position as a condition of continued employment. Failure to maintain the required credential may result in suspension without pay or termination of employment.

Any changes of credential status related to their position must be reported to the Human Resources Department immediately.

Driver's License, Insurance Liability Minimums, & Driving Record

Employees whose work requires operation of a motor vehicle must maintain a valid driver's license, at least minimum private vehicle liability insurance, and an acceptable driving record. All Resource Center employees are required to have transportation available to carry out their duties. Employees must submit a copy of driver's license, and proof of insurance annually. Employees may also be asked to submit a copy of their driving record. Any changes must be reported to the Human Resources Department immediately. Failure to do so may result in disciplinary action, including possible dismissal.

Drug-Free Workplace

CSSD is committed to providing a drug- and alcohol-free workplace and to promoting safety in the workplace, employee health and well-being, customer confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to workers and to other CSSD stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

Equal Employment Opportunity

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

- Race (including traits historically 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 pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken 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”), or 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 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, CSSD 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. CSSD then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. CSSD will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, CSSD will make the accommodation.

Introductory Period

For full-time employees only, your first sixty (60) actual workdays) of employment are considered an Introductory Period. This Introductory Period will be a time to get to know your fellow employees, your supervisor and the tasks involved in your position, as well as becoming familiar with CSSD’s program and services. The Leadership Team will work closely with you to help you understand the needs and processes, and expectations of your job.

During the Introductory Period, a member of the Leadership Team and/or your supervisor will discuss your job performance with you. This review will be similar to a performance review that is held for regular full-time or part-time employees. During the course of the discussion, you are encouraged to give your comments and ideas as well.

During this Introductory Period, CSSD will evaluate your suitability for employment, and you can evaluate CSSD as well. At any time during this introductory period, you may resign without any detriment to your record. If, during this period, your work habits, attitude, attendance or performance do not measure up to our standards, we may release you. If you take approved time off in excess of five (5) workdays during the Introductory Period, the Introductory Period may be extended by that length of time.

Please understand that completion of the Introductory Period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for "cause."

Successful completion of the Introductory Period does not alter your status as an "at-will" employee of CSSD.

A former regular employee who has been rehired after a separation from CSSD of more than one (1) year is considered an introductory employee during his or her first sixty (60) days following rehire; however, the President/CEO may reduce or waive the Introductory Period based on prior satisfactory work, length of separation, and school need.

Job Descriptions and Responsibilities

We maintain a job description for each position in CSSD. If you wish to see your job description, please ask your supervisor or the Human Resources Department.

Criminal Background Checks

As required by law, all individuals working or volunteering at CSSD will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise CSSD's commitment that the safety and the well-being of students takes precedence over all other considerations. Conditions that preclude working at CSSD include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with CSSD, be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Executive Director.

Tuberculosis Testing

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

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to CSSD 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 CSSD students.

Immigration Compliance

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

CSSD 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, CSSD 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.

Professional Boundaries: Staff/Student Interaction Policy

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

Corporal Punishment

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

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

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

Examples of PERMITTED actions (NOT corporal punishment)

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

Examples of PROHIBITED actions (corporal punishment)

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

Acceptable and Unacceptable Staff/Student Behavior

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

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

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust. Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere,

competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

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

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

- Giving students a ride to/from school or school activities.
- Being alone in a room with a student at school with the door closed.
- Allowing students in your home.

Cautionary Staff/Student Behaviors

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

- Remarks about the physical attributes or development of anyone.
- Excessive attention toward a particular student.
- Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

- Getting parents' written consent for any after-school activity.
- Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- Keeping the door open when alone with a student.
- Keeping reasonable space between you and your students.
- Stopping and correcting students if they cross your own personal boundaries.
- Keeping parents informed when a significant issue develops about a student.
- Keeping after-class discussions with a student professional and brief.
- Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- Involving your supervisor if conflict arises with the student.
- Informing the Executive Director about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- Asking another staff member to be present if you will be alone with any type of special needs student.
- Asking another staff member to be present when you must be alone with a student after regular school hours.
- Giving students praise and recognition without touching them.
- Pats on the back, high fives and handshakes are acceptable.
- Keeping your professional conduct a high priority.
- Asking yourself if your actions are worth your job and career.

Tobacco Free Workplace

CSSD is a tobacco-free environment for all sites/offices. Good health is recognized as a major factor in helping individuals, both students and adults, function at optimal levels. Research indicates that tobacco use and passive smoke can be detrimental to the health and well-being of the individual and to our society in terms of economic costs.

CSSD recognizes the importance of providing educational programs and a school environment that discourages tobacco product use. CSSD, therefore, endorses the tobacco-free plan that emphasizes tobacco use prevention education, staff in service, appropriate employee assistance.

CSSD is committed to servicing students and families in a manner which demonstrates integrity and honesty. This can be accomplished by leading our students and each other to success through being truthful, taking responsibility for one's actions, and knowing and working within the laws and regulations relevant to our daily work both in letter and spirit. A high level of trust placed is on all employees at CSSD. We expect employees to accept this trust and commit themselves to the creation of a work and learning environment infused with integrity and respect.

By accepting employment with CSSD, you have a responsibility to CSSD, your coworkers, the students and their parents, to adhere to certain rules of behavior and conduct. The purpose of these rules is not to be restrictive, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then CSSD will be a better place to work for everyone.

Unacceptable Activities

Employee must act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of CSSD. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed, please see your manager for an explanation.

Though not an all-inclusive list, occurrences of any of the following violations, due to their seriousness, may result in immediate dismissal without prior notice:

- Willful violation of any school rule; any deliberate action that is extreme in nature and is obviously detrimental to the school, its students, staff, and community.
- Dishonesty, willful falsification or misrepresentation on student records and/or work, master agreements, alteration of school records or other school documents.
- Dishonesty, willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying a reason for a leave of absence or other data requested by CSSD.
- Violating the non-disclosure agreement; giving confidential or proprietary school information to unauthorized persons; breach of confidentiality of personnel/student information.
- Willful violation of security or safety rules or failure to observe safety.
- Negligence or any careless action that endangers the life or safety of another person.
- Being intoxicated or under the influence of alcohol or controlled substance drugs while at work; use or possession or sale of alcohol or controlled substance drugs in any quantity while on school premises except medications prescribed by a physician which do not impair work performance.
- Unauthorized possession of dangerous or illegal firearms, weapons or explosives on school property or while on duty.

- Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on school premises or when representing CSSD; fighting, or horseplay or provoking a fight on school property, or negligent damage of property.
- Insubordination or refusing to obey instructions properly issued by your manager pertaining to your work; refusal to assist on a special assignment.
- Threatening, intimidating or coercing fellow employees or students on or off the premises at any time, for any purpose.
- Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of school property, or the property of fellow employees, students, suppliers, or visitors in any manner.
- Theft of school property or the property of fellow employees; unauthorized possession or removal of any school property, including documents, from the premises without prior permission from one of the directors; unauthorized use of school equipment or property for personal reasons;
- Using school equipment for profit.
- Malicious gossip and/or spreading rumors unrelated to CSSD operations; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
- Immoral conduct or indecency on school property.
- Conducting a lottery or gambling on school premises.
- Failure to possess or maintain the credential/ certificate required of the position.

Occurrences of any of the following activities, as well as violations of any rules or policies, may be subject to disciplinary action, including possible immediate dismissal. This list is not all-inclusive and, notwithstanding this list, all employees remain employed "at-will."

- Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your manager; mistakes due to carelessness or failure to get necessary instructions.
- Any act of harassment, sexual, racial or other; telling sexist or racial-type jokes; making racial or ethnic slurs.
- Sleeping on the job; loitering or loafing during working hours.
- Excessive use of telephone for personal calls.
- Leaving your workstation during your work hours without the permission of your manager, except to use the restroom.
- Creating or contributing to unsanitary conditions.
- Posting, removing or altering notices on any bulletin board on school property without permission of the Leadership Team.
- Failure to report an absence or late arrival; excessive absence or lateness.
- Obscene or abusive language toward any manager, employee, parent or student; indifference or rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct on school premises.
- Failure to immediately report an accident or damage to school equipment.

- Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on school premises.
- Failure to maintain a neat and clean appearance in terms of the standards established by your manager; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing.
- Failure to use your timesheet; alteration of your own timesheet or records or attendance documents; altering another employee's timesheet or records, or causing someone to alter your timesheet or records.

Process for Support and Remediation of Instructional Staff Performance Indicators

The objective of this process is to assist the instructional staff in improving productivity indicators. Success for students and staff is CSSD's primary goal. Data distributed to all instructional employees that reflects the status of individual and group performance indicators, i.e., participation, academic credit indicators (ratio and averages), records audit, test participation, pre- and post-test results, etc.

The following is a range of opportunities designed to assist staff in improving performance indicators. CSSD has no obligation to go through each step, and reserves the right to determine the appropriate steps for each employee given the nature of the situation. Further, neither this policy nor any action taken pursuant thereto alters the "at-will" nature of employment with CSSD.

Notice of Concern. The supervisor will send a written notice of concern to an employee whose performance indicator(s) are below expectations.

Deployed Assistance. If there is no significant improvement within a specified period as determined by members of the Leadership Team, the team may deploy staff (which may include learning leads, mentor teachers, auditors, peer coaches, or designee) to assist the employee in remediating the indicator(s) that requires improvement.

Consultation/Criteria for Improvement. If there is no significant improvement within the specified period as determined by the Leadership Team, the supervisor consults with the employee. The employee will submit an action plan with timeline to the supervisor for review and approval by the Leadership Team.

Consultation/Criteria for Continued Employment. If there is no significant improvement within the specified timeline, the employee meets with the supervisor and/or designated school administrator to set criteria for continued employment.

Non-Renewal/Dismissal. If the criteria for continued employment are not met, the Executive Director may send a written notice of non-renewal of contract or dismissal to the employee.

This process focuses on support for the remediation of performance indicators that do not meet standards. In the event that the employee engages in activities that breach the Standards of Conduct, immediate dismissal without prior notice may result.

Disciplinary Actions

Unacceptable behavior, which does not lead to immediate dismissal, may be dealt with in the following manner: Verbal Warning, Written Warning, Dismissal. Written warnings will include the reasons for the supervisor's dissatisfaction and any supporting evidence. You will have an opportunity to defend your actions and rebut the opinion of your supervisor at the time the warning is issued. Disciplinary actions may also include suspensions or other measures deemed appropriate to the circumstances. All pertinent facts will be carefully reviewed, and the employee will be given a full opportunity to explain his or her conduct before any decision is reached. The President/CEO or another member of the Leadership Team will give a second opinion concerning the unacceptable behavior before dismissal occurs.

Notwithstanding the above process, employment remains "at-will." Accordingly, either the employee or CSSD may terminate the employment relationship at any time with or without advance notice, or with or without cause. Further, CSSD shall retain the discretion to deviate from the applicable level of disciplinary action in its sole discretion.

Off-Duty Conduct

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

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

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at CSSD.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with CSSD.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with CSSD.

- Additional employment that requires the employee to conduct work or related activities on CSSD's property during the employer's working hours or using CSSD's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of CSSD.

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

Resignation

While we hope both you and CSSD will mutually benefit from your continued employment, we realize that it may become necessary for you to leave your job. If you anticipate having to resign your position, we ask that you please submit written notification to your supervisor as early as possible and at least two (2) weeks in advance of your final workday. Your supervisor will forward the notice to the Human Resources Department. You will be given direction from the Human Resources Department on the required checkout procedure.

Return of School Property

Any school property or materials issued to you, such as orientation manuals, equipment, and books, must be returned to CSSD at the time of your separation from employment, or whenever it is requested by your supervisor or a member of the Leadership Team. You are responsible for paying for any lost or damaged items.

Exit Interviews

In instances where an employee voluntarily leaves our employ, CSSD would like to discuss your reasons for leaving and any other impressions that you may have about CSSD. If you decide to leave, you will be asked to grant us the opportunity to conduct an exit interview. During the exit interview, you can express yourself freely and provide insights into possible improvements we can make. All information will in no way affect any reference information that CSSD provides to prospective employers about you.

References

CSSD does not respond to oral requests for references. All requests must be in writing, on the prospective employer's official letterhead, and must include signed authorization from the employee allowing CSSD to release employment information.

As CSSD employees, you may not respond to any information requests for information regarding another employee unless it is part of your assigned job responsibilities. Forward the request to the Human Resources Department.

Reinstatement of Former Employees

Former employees who wish to be considered for re-employment must submit an application. The former employee may be required to participate in an interview and workplace survey. If hired as a new employee, fingerprint and TB evaluation requirements must be met.

The Executive Director is responsible for handling personnel records and related personnel administration functions at CSSD. Questions regarding insurance, wages, and interpretation of policies may be directed to the Human Resources Department.

Personnel File

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, please be sure to notify the Human Resources Department as soon as possible:

- Legal name;
- Home address;
- Home telephone number;
- Person to call in case of emergency;
- Number of dependents;
- Change of beneficiary;
- Driving record or status of driver's license and auto insurance, if you operate any vehicle in the course of work for CSSD;
- Military or draft status; and
- Exemptions on your W-4 tax form.

Coverage or benefits that you and your family may receive under your school's benefits package could be negatively affected if the information in your personnel file is incorrect.

Since CSSD refers to your personnel file when we need to make decisions in connection with promotions, transfers, and dismissals, it is to your benefit to be sure your personnel file includes information about completion of educational or training courses, outside civic activities, and areas of interest and skills that may not be part of your current position here.

You have the right to inspect documents in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. You also have the right to obtain a copy of your personnel file as provided by law. Please make arrangements with the Human Resources Department when you wish to review your file.

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.

Performance Feedback

Performance feedback is a vital part of each individual's professional development. Honest and open dialog is valued as an integral part of its success. CSSD leadership is continuously evaluating your job performance. Day-to-day interaction between you and your supervisor/school leadership should give you a sense of how your performance is perceived. In addition, data are distributed for instructional employees on a regular basis that reflect individual and staff performance indicators, i.e., student attendance participation, credit indicators, growth targets, records compliance audit of records, etc. Additional performance indicators may be created and current ones may be adjusted based on programmatic needs.

CSSD will conduct a formal review of its employees at regular intervals. New employees may be reviewed more frequently. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by their supervisor or designee. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of CSSD and depend upon many

factors in addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with their supervisor or designee, and that they are aware of its contents.

Newly hired employees may have their performance goals reviewed by their supervisor or designee within the first one hundred twentieth (120) work days of employment.

Salary and potential for advancement will be based largely upon job performance. On a periodic basis, the supervisor will review employee job performance with an employee in order to establish goals for future performance and to discuss your current performance. CSSD's evaluation system, or any failure to evaluate, will in no way alter the at-will employment relationship.

At the time of your hire, your position is listed as certificated or classified. Your position may be full-time, part-time, or temporary. You will be paid on an hourly rate, contract-based days, or monthly salary.

Certificated Employees

An employee that is working in a position that requires a professional credential or certificate issued by the California Commission on Teacher Credentialing ("CTC"). Positions include: Teacher, Counselor, Education Specialist, selected administrators, and Certificated Teacher Resource ("CTR").

Classified Employees

An employee working in the school that does not require a professional credential or certificate issued by the CTC. Employees in these positions are generally administrative, and non-instructional. Positions include: administrative assistants, clerical staff, selected managers, and Resource Center Associates ("RCA").

Full-Time Employees

An employee who is regularly scheduled to work at least forty (40) hours per week is considered a full-time employee.

Part-Time Employees

An employee who is regularly scheduled to work less than a regular forty (40) hour workweek is considered a part-time employee. Part-time employees are not eligible for benefits described in this manual, except to the extent required by applicable law.

Monthly Salaried Employees

Monthly salaried employees are primarily full-time. There are selected positions that may be less than full-time to serve the needs of CSSD. Employees in these positions are paid monthly based on their placement on CSSD's salary scale related to the position.

Hourly Employees

Hourly employees are paid twice a month based on the time worked, as reported on the employee timesheet at the hourly rate designated for the position.

Temporary Employees

From time to time, CSSD may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on a case-by-case basis.

Normally, a temporary position will not exceed six (6) months in duration, unless specifically extended by a written agreement. An extension of a temporary position will be evidenced by a written agreement executed by both the temporary employee and the Executive Director or designee.

If you are a temporary employee, you are not eligible for benefits described in this manual, except to the extent required by provision of applicable law. Those temporary employees classified as “nonexempt” (see the definition that follows) who work more than eight (8) hours in one day or more than forty (40) hours during any workweek are not eligible for overtime pay.

“Nonexempt” and “Exempt” Employees

At the time you are hired, all employees are classified as either “exempt” or “nonexempt.” By law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of eight (8) hours per day or forty hours (40) per workweek. These employees are referred to as “nonexempt” in this manual. This means that they are not exempt from (and therefore should receive) overtime pay.

Exempt employees include directors, managers, professional staff (teachers), and others whose duties and responsibilities allow them to be “exempt” from overtime pay provisions as provided by applicable laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred or promoted.

Overtime Pay

From time to time, it may be necessary for you to perform overtime work (hours in excess of your regular, full-time assignment) in order to complete a job on time. **The appropriate Administrator must approve all overtime IN ADVANCE**. Failure to obtain approval in advance may result in disciplinary action. When it is necessary to work overtime, you are expected to cooperate as a condition of your employment.

If you are a “nonexempt” employee and you perform overtime work, you will be compensated one and one-half (1 1/2) times your regular hourly pay rate for time worked over eight (8) hours per day or forty (40) hours per week that you work. Employees are entitled to double time compensation for those hours worked in excess of twelve (12) hours in any one day or for any hours worked beyond the eighth (8th) hour on the seventh consecutive workday in a workweek. If, during that week, you were away from the job because of a job-related injury, paid holiday, jury duty, vacation taken in single-day increments, or paid sick time, those hours not worked will not be counted as hours worked for the purpose of computing eligibility for overtime compensation.

Pay Period and Hours

The payroll workweek begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 midnight. The monthly employees’ pay period for the month begins at 12:01 on the first day of the month and ends on the last workday (as noted in CSSD’s official calendar) of the month. The hourly employees’ have bi-monthly pay periods wherein period one is between the 1st and the 15th of the month and period two is between the 16th and last working day of the month.

Pay Cycle/Paycheck Distribution

For monthly employees, payday is the last workday of the month. Employees are strongly encouraged to set up direct deposit for their paycheck to their preferred banking institution.

For hourly employees, payroll checks, if not direct deposit, will be sent to the mailing address indicated on the payroll system on the 10th and 26th of each month, or the last business day preceding those dates when they fall on a weekend or holiday. It is critical that employees report address changes at least thirty (30) day prior to the payday to the Human Resources Department.

Payday date changes will be made and announced in advance whenever holidays or closings interfere with the normal payday.

Salary Overpayment and Correction

Overpayment can result from early termination of employee contracts, delays or inaccuracies in pay-related information, system failures, and human error. Regardless of the origin of the error, there is a shared responsibility between employee and the school to correct errors and recover the funds in a timely manner.

"Overpayment" is defined as compensation paid to an employee in excess of the amount owed to them and to which the employee is not entitled.

"Repayment" is the process by which an employee or former employee returns the overpayment to CSSD.

Employees are expected to review their salary payments each pay period for accuracy and promptly report any discrepancies to their supervisor and/or the Human Resources Department. When overpayments have been identified, employees will work with Finance-Payroll to promptly repay the debt to CSSD.

The Human Resources Department ("HR") is responsible for maintaining accurate employee records. HR is responsible for the timely reporting when employee separates employment or takes leave of absence. HR will fully cooperate with and assist Finance-Payroll in the effort to recover funds in a timely manner.

The Finance-Payroll Department is responsible for timely and accurate salary payments to employees. When an overpayment is identified, Payroll will review records to determine the source of error and calculate net overpayment amount, accounting for taxes and withholdings. Finance-Payroll will manage the recovery process, including: correspondence, repayment arrangements, receipt of funds, etc.

Notification and Repayment

Finance-Payroll will notify active and terminated employees of the overpayment as soon as it is discovered and confirmed. This notification will be in writing through email and/or letter (may be certified mail). Notification will include: amount of overpayment, dates of overpayment, reasons, and employee options for repayment.

Options for repayment may include:

- Personal check payable to CSSD either one-time payment, or multiple payment plans established with Payroll.
- Payment plan, as agreed upon with Finance-Payroll, through a series of payroll deductions for a period not to exceed six (6) months.

Other options may be submitted in writing to Chief Financial/Business Officer for consideration.

Salary Placement for Teachers

Placement on the salary schedule is based on review of the employee's transcripts and employment history documents.

It is the employee's responsibility to ensure that education and experience documents are submitted to HR **within fifteen (15) days** from the date of signing the initial employment contract. The documents include teaching experience verification from previous school employers and original sealed coursework transcripts.

Failure to submit documents within fifteen (15) days of employment could result in the employee remaining on the initial placement (Column A, Step 1) until complete documentation is submitted, even after the employee has satisfactorily completed the Introductory Period. Note that this also delays the effective date of benefits eligibility.

If, after initial placement on the salary scale, the employee submits additional education or experience documents, adjustments will be made during the next open period described below.

Academic Credits Earned

We encourage our teacher's efforts in continuing education that supports student learning and builds subject matter expertise.

Eligible employees may advance to a higher column provided that the minimum number of *qualifying units* or the advanced degree are earned and verified by official sealed transcripts submitted to HR within the designated open periods as defined below.

There are two periods open to submit salary advancement application forms and transcripts: June 1 through July 30 and January 1 through February 28.

The effective date of the advancement will be the first workday of the next month following submission and approval of education documentation. (July 1, August 1, February 1, or March 1 effective dates only)

Example: for documents submitted/approved in June, the effective date of the advancement will be July 1; for documents submitted/approved in July, effective date will be August 1.

Employees are encouraged to submit their application and transcripts for salary advancement as early in the open period as possible. If the documentation submitted is incomplete, eligibility for salary advancement may be delayed to the next month or the next open period.

Employees may submit form and transcripts for evaluation only ONCE during this period.

Qualifying Credits

Allowable academic units or credits must come from an accredited college or university. Only coursework that was taken post-bachelor's degree (i.e., graduate level) date will be accepted. Courses are reviewed for content and posted based on support of professional growth and/or advanced degree that aligns with the

professional field of education. Units for salary placement refer to semester units. Quarter units are valued at two-thirds (2/3) of semester units.

Payroll Withholdings

As required by law, CSSD shall withhold Federal Income Tax, State Income Tax, and Social Security/Medicare (FICA), as well as the employee's contributions to STRS or PERS, as follows:

- **Federal Income Tax Withholding:** The amount varies with the number of exemptions the employee claims and the gross pay amount.
- **State Income Tax Withholding:** The same factors which apply to federal withholdings apply to state withholdings.
- **FICA:** The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by CSSD.
- **STRS/PERS:** All eligible employees shall be enrolled in the appropriate retirement system, and CSSD shall withhold the legally required percentage of the employee's wages representing the employee's contribution to the retirement system.

In addition to the deduction described above, CSSD shall also withhold any voluntary deductions (e.g. deferred compensation, disability insurance, etc.).

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Human Resources Department to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the HR Department. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the HR Department and to fill out a new W-4 form. From time to time tax law, and tax rates, change which may affect your tax returns. CSSD recommends that all employees review their tax withholdings annually and complete a new W-4 form.

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

Wage Attachments and Garnishments

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

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

Work Year

When hired, employees are assigned a work year. The number of days/hours in a work year is prorated for part-time employees based on their full-time equivalency (FTE). Work years for the following employees are:

- Teachers, Education Specialist, Resource Center Associate: 12-month/228 days from July 1 to June 30.
- Certificated and Classified Management: July 1 to June 30 inclusive; 12 months
- Classified, non-management: July 1 to June 30 inclusive; 12 months

The work year for several specialized positions will be determined by the needs and requirements of the program, particularly those funded by grants and outside funding sources. CSSD reserves the right to adjust position work year, full or part-time hours, based on the needs of the school.

Employees may be required to submit a work year calendar to designate workdays, non-workdays, vacations, floating holidays, and professional/personal improvement days, if applicable. Changes to this calendar are subject to the approval of your supervisor and the Executive Director.

Workday and Workweek

The operating hours of the administrative offices are generally 7:30 a.m. to 4:00 p.m. Monday through Friday, but may vary based on the needs of the school and community. The hours of Resource Centers may vary according to the needs of the students as developed by the assigned teacher in consultation with the School Administrator. Some Resource Centers have been designated as extended-day sites.

Your particular hours of work and the scheduling of your lunch period will be determined by your location and the school’s program needs. Full-time and hourly teachers are required to conduct business

(instruction, visits to home, agencies, office, etc.) within the assigned hours, not to exceed eight (8) hours in one (1) day or forty (40) hours in a week.

Expense Reimbursement

Prior to incurring an expense on behalf of your school and/or Resource Center, you must have written authorization (requisition/purchase order, etc.) from your supervisor or School Administrator.

To be reimbursed for all authorized expenses, you must submit an expense report/voucher in the proper form accompanied by signed original receipts and approved by your manager. Please submit your expense report/ voucher as you incur authorized reimbursable expenses. Failure to meet prescribed due dates and deadlines may result in rejection of your request for reimbursement.

Mileage Reimbursement

Employees in elected administrative positions or persons involved in designated activities that are required to conduct school business using their personal vehicle may be reimbursed at the current Internal Revenue Service (IRS) rate per mile. Use school form Mileage Claim Form and Mileage Information Report. Claims must be submitted by the first Friday of the month for the previous month's mileage. Each claim report should terminate at the end of a month to avoid duplication in succeeding claims. Claims received after the due date will not be reimbursed.

In computing school business mileage, the starting and finishing points will be your regular workplace. For employees' mileage reimbursement claims, their first school business location for the day and their "last" is their "regular workplace".

Claims involving weekends or other non-workdays shall include a statement explaining the need to work on that day. For travel in excess of one hundred (100) miles per day, which has been pre-approved, a brief explanatory note shall be included on the mileage form.

Submission of Claims

Claims should be submitted monthly. Your report is due each month on the first Friday of the month. (Example your September mileage report must be completed and submitted on the first Friday of October) If you do not submit the forms by the due date, you will not be reimbursed. Each claim report should terminate at end of a month to avoid duplication in succeeding claims. Since CSSD's fiscal year ends on June 30, claims for June mileage shall be submitted no later than employee's last workday in June. Employees should expect a reimbursement check on the 26th of each month.

Auditable Records

School and department internal records must be kept indicating: employee name, date of travel, and actual mileage traveled. Record of destination and/or purpose of trip are required. Include total dollar amount of requests for reimbursement. Attach this record to your claim for review by the School Administrator or designee. For claiming mileage to and from the office/s, signing in and out at the front desk is required; failure to do so may result in rejection of claim. Such records shall be subject to audit, and will be retained for a period of one (1) year after close of the fiscal year during which a claim is submitted.

Meal and Rest Periods

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

Nonexempt employees are also provided with a fifteen (15) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. An employee's supervisor must be aware of and approve scheduled meal and rest periods.

Employees are expected to observe assigned working hours and the time allowed for meal and rest periods. Employees are prohibited from combining meal and rest period time. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods.

Attendance

You are expected to be at your work site and ready to work at the beginning of your assigned daily work hours, and you are expected to remain at your work site until the end of your assigned work hours, except for approved breaks and lunch.

Be aware that excessive time off could lead to disciplinary action.

Absences

From time to time, it may be necessary for you to be absent from work. We are aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. Report all absences to your supervisor and email attendance at attendance@altuschools.net.

Planned Absences

If you know in advance that you will be absent, you are required to request this time off from your supervisor and the School Administrator *in advance and in writing* and copy your supervisor and the Human Resources Department. Email is an appropriate means of doing so. Include in your request the dates of absence and type of leave to be used (basic reason for request). If you are a Resource Center employee, include a recommendation or plan for student coverage.

Your supervisor will work with you to determine the feasibility and timing for the planned absence, and also the need for a substitute. Upon approval, the employee submits "Leave of Request/Absence Request" to the Human Resources attendance email.

Employees who plan to attend a professional development or continuing education event must request authorization from their supervisor and the School Administrator in advance and in writing.

Unexpected Absences

If you are unable to report to work as scheduled, call your supervisor and the Human Resource Office at (858) 678- 2040 by 8 a.m. Leave a voice mail message if staff is unavailable to receive your call.

Report the absence due to illness or personal emergency and estimate when you expect to return. Update the Human Resources Department daily. If you are unable to make the call yourself for an absence or late arrival, for whatever reason, be sure to have someone call on your behalf.

If you expect to report to your worksite later than your scheduled time, notify your Resource Center personnel, your lead or school coordinator; all others must notify the Human Resources Department. Notifying a fellow- employee does not fulfill this requirement.

Absence from work for three (3) consecutive days without notifying your manager or the personnel administrator may be considered a voluntary resignation.

Record of Absence or Lateness

Your supervisor and/or the School Administrator may require you to submit written documentation from your physician for any absence. If you are absent three (3) or more days because of illness, you may be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work.

CSSD documents absence or lateness, and the reason, in personnel files. Your attendance record will be considered when evaluating requests for leaves of absence and approved time off.

Excessive Absenteeism or Lateness

In general, a consistent pattern of absence will be considered excessive, and the reasons for the absences may come under question. Tardiness or leaving early is as detrimental to CSSD as an absence. Be aware that excessive absenteeism, lateness or leaving early may lead to disciplinary action, including possible dismissal.

Timesheets/Records

By law, we are obligated to keep accurate records of the time worked by “nonexempt” hourly employees.

Your timesheet is the only way the Payroll Department knows how many hours you worked and how much to pay you.

You are responsible for your timesheet, which contains your hours worked, meal periods taken, vacation or sick pay used, and other information needed by Payroll. Remember to record your time daily. The employee submits their timesheet to their direct supervisor or designee for approval. Employees and supervisors are expected to verify that all information entered on the timesheet is correct.

Signed or electronically signed timesheets are due to your supervisor by the last day of that reporting period. Late or incomplete timesheets can have an impact on the amount you are paid and require subsequent corrections.

No one may record hours work on another employee's timesheet except for the immediate supervisor or designee of the employee and only with the employee's consent. For example, if an employee has an emergency and cannot be at work to submit their timesheet when it is due, then they can contact their immediate supervisor and request that this be done on their behalf.

Tampering with another employee's timesheet is cause for disciplinary action, including possible dismissal, of both employees. Do not falsify another person's record, or influence anyone else to alter your record for you. In the event of an error in recording your time, please report the matter to your supervisor immediately.

Lactation Accommodation

In accordance with California law, we will provide employees who wish to express breast milk for nursing infants with a reasonable opportunity to take breaks for the purpose of expressing breast milk, which can be timed with the employee's regular break schedule; and reasonable access to a private location to express breast milk, other than public restrooms if possible, that is in close proximity to the employee's regular work area. Such room/location shall have electricity. Employee shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Contact your supervisor if you have any questions or need assistance in making these arrangements.

Bulletin Boards

Bulletins and bulletin board(s) are an "official" way of keeping everyone informed about new policies, changes in procedures and special events. Information of general interest is posted regularly on the bulletin board(s). Please make it a habit of reading the bulletin board(s) regularly so that you will be familiar with the information posted on it.

Only authorized personnel are permitted to post, remove or alter any notice on the bulletin board(s). If you want to have notices posted on bulletin board(s), see the Human Resources Department for instructions.

Communications

Successful working conditions and relationships depend upon successful communication. Not only do you need to stay aware of changes in procedures, policies and general information, you also need to communicate your ideas, suggestions, personal goals or problems as they affect your work.

In addition to the exchanges of information and expressions of ideas and attitudes which occur daily, make certain you are aware of and utilize all school methods of communication, including this Employee Manual, bulletin boards, discussions with your supervisor and members of the Leadership Team, memoranda, meetings (faculty, department, teams), newsletters, training sessions, etc.

In addition, you may receive correspondence from CSSD. There is no regular schedule for distribution of information. The function of each correspondence is to provide you and your family with interesting news and helpful information that will keep you up-to-date on the events here at CSSD.

Communications with the Press; Other Outside Agencies

From time to time, there may be events at CSSD that invite interest from the media or other outside agencies. To maintain a coherent, centrally organized public relations policy which is consistent with the

philosophy and vision for CSSD, all requests to faculty, staff, general or advisory board members made by the media, electronic or print, must be referred to the Chief of Staff for approval and coordination.

Computer Software (Unauthorized Copying)

CSSD does not condone the illegal duplication of software.

The law protects the exclusive rights of the copyright holder and generally does not give users the right to copy software. Unauthorized duplication of software is a Federal crime. Penalties include fines and imprisonment. Further, employees who make, acquire or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances. Such discipline may include dismissal from employment.

Even the users of unlawful copies suffer from their own illegal actions. They receive no documentation, no customer support and no information about product up- dates.

CSSD licenses the use of computer software from a variety of outside companies. CSSD does not own this software or its related documentation and, unless authorized by the software manufacturer, does not have the right to repro- duce it.

With regard to use on local area networks or on multiple machines, employees shall use the software only in accordance with the license agreement.

Employees learning of any misuse of software or related documentation within the company shall notify the department manager.

Dress Code/Personal Appearance

You are expected to dress and groom yourself in accordance with accepted social and business standards. Your job involves dealing with students, parents, and the com- munity. In many cases, you serve as a role model. You must use good judgment in determining what is a reasonable dress code appropriate to the job you perform. Clothing that exposes bare backs, midribs, and/or shoulders, T-shirts, undershirts, jeans, shorts, thongs and beach sandals are not appropriate.

A neat, tasteful appearance contributes to the positive impression you make on our community. You are expected to be suitably attired and groomed during working hours or when representing CSSD. A good clean appearance bolsters your own poise and self-confidence and greatly enhances our school image.

Personal appearance should be a matter of concern for each employee. If your supervisor feels your attire is inappropriate, you may be asked to leave your workplace until you are properly attired. You will not be paid for the time you are off the job for this purpose. The support team has the sole authorization to determine

an appropriate dress code, and anyone who violates this standard will be subject to appropriate disciplinary action.

First Aid

If you hurt yourself or become ill, please contact your manager for assistance. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. Should you have any questions or concerns, contact the Human Resources Department or your supervisor for more information.

First Aid and CPR Certification

To ensure the safety of its students and employees, it is highly recommended that staff maintain a current cardio-pulmonary resuscitation ("CPR") and First Aid certification. All candidates applying for a preliminary teaching credential are required to obtain certification in CPR. The Commission on Teacher Credentialing states that CPR certification shall meet the criteria of the American Heart Association or the American Red Cross. Submit a copy of your certification to the Human Resources Department for inclusion into your personnel file.

Intellectual Property

CSSD shall own any employee-created intellectual property under the following circumstances:

- The intellectual property was created within the scope of employment;
- The intellectual property was created on CSSD time with substantial use of CSSD equipment, services or resources; or
- The intellectual property was commissioned by CSSD
- Pursuant to a signed contract; or
- Within a specific category of works considered works-for-hire under copyright law.

A copyright work is "created within the scope of employment" if it is the kind of work the employee is employed to do and the employee creates it, at least in part, for the employee's use at work, or for use by co-workers, CSSD, and/or the students and families CSSD serves. Such works related to an individual's job responsibilities, even if he or she is not specifically requested to create them, will belong to CSSD as "works-for-hire."

The use of personal time or other facilities to create the work will not change its basic nature if it is related to job duties as described above. Works that have nothing to do with job duties will remain the property of the employee, so long as he or she does not make substantial use of CSSD facilities to do so. "Substantial use" is the use of resources other than those "ordinarily available" to most or all staff and/or students. Such

ordinarily available resources include office space and personal office equipment, office computer, general use information resources, and the means of network access to such resources.

If an employee creates intellectual property other than a scholarly work and which may lead to commercial development, then he or she is expected to immediately notify the Leadership Team in order to provide CSSD with sufficient information to permit it to evaluate the work, both its ownership and its commercial potential, and, if appropriate, to take steps to protect CSSD's intellectual property rights. If ownership rests with CSSD, but CSSD elects not to exercise its ownership rights, then ownership rights and responsibilities related to patenting, copyrighting and licensing shall revert to the author(s). In such case, CSSD shall retain a nonexclusive, royalty-free right to use the work for non-commercial purposes.

Personal Phone Calls

School telephones are a vital tool in communicating with parents, community resources, and to conduct official school business. Please keep personal phone calls, using school phones or your personal cell phones, to a minimum; they must not interfere with your work.

If calls are made from a school phone to areas that incur toll or long-distance charges, the employee responsible for initiating the calls must complete the appropriate school form to report the call. Employees are responsible for payment of any fees incurred for toll or long-distance personal phone calls.

Personal Use of School Property

If you want to use school equipment or tools during or after work hours for personal benefit, you must have written authorization from the School Administrator. CSSD is not liable for personal injury incurred during the use of school property for personal projects. As an employee of CSSD, you accept full responsibility for any and all liabilities for injuries or losses that occur, and for the malfunction of equipment. You are responsible for returning the equipment or tools in good condition, and you agree that you are required to pay for any damage that occurs while using the equipment or tools for personal projects.

Property and Equipment Care

It is your responsibility to understand the equipment/ machines you need to use to perform your duties. Good care of any machine that you use during the course of your employment, as well as the conservative use of supplies, will benefit you and CSSD. If you find that a machine and/or piece of equipment is not working properly or in any way appears unsafe, please notify your supervisor immediately so that repairs or adjustments may be made. Under no circumstances should you start or operate a machine you deem unsafe, nor should you adjust or modify the safeguards provided.

Responsibility for School Property

All school equipment assigned to RC/locations is purchased and consigned to staff with the express intent that it be used in the delivery of instruction and/or services offered to students enrolled in the school.

Equipment owned by CSSD is considered an asset and under the protection of workforce members. Equipment such as computers, telephones, radios, laptops/ computers, televisions, etc. are to be used expressly for the purpose for which they were intended, that is, to enhance the teaching and learning that occurs in the RC and support to job functions.

Equipment, other than employee's assigned laptop, should never be removed from the site without prior written notification, twenty-four (24) hours in advance, directed to the School Administrator/Site Coordinator or designee. School property that the employee is allowed to remove from school premises becomes the liability of that employee until the employee returns it to CSSD in good working condition.

It is the responsibility of the employee to exercise reasonable care and appropriate precautions to prevent damage to or loss/theft of school property in their care. The terms "reasonable care and appropriate precautions" may mean, at minimum:

- The property is not left unattended.
- The property is secured in a locked facility.
- When being transported the property is locked in a vehicle out-of-sight, preferably in the trunk.
- Transporting of the property is limited primarily to between school sites, on school business, and to and from work.

The employee is liable for the payment of damages whenever his/her wrongful or negligent act or omission causes loss, theft, disappearance, damage to or destruction of school property for which he/she is responsible.

In the event that school property under the employee's care is lost or stolen, it must be reported to the local police AND the School Administrator/School Coordinator or designee immediately. A copy of police report must be sent to the School Administrator/School Coordinator or designee within two (2) working days of the loss. Failure to secure and submit a police report automatically results in the employee's liability for the replacement cost.

Within two (2) working days after notification that school property has been lost or damaged, the employee's supervisor will interview the employee, prepare a written report, and submit it to the School Administrator for review.

The Executive Director, will determine if the employee is deemed negligent, and whether or not financial liability and/or other sanctions are justified. This determination will be based on the facts established in each case. The School Administrator will inform the employee in writing as to the findings and any consequences.

The employee has the option to request an appeal of the decision. The appeal must be submitted in writing, addressed to the Executive Director, within five (5) working days after the receipt of the findings.

After review, the Executive Director will convey the decision, in writing, to all concerned.

If the finding of liability is upheld, the School Administrator will be responsible for instituting the sanctions/consequences other than financial. If there is a financial liability, the Finance Department will submit a bill to the employee requesting payment due as soon as possible *AND* prior to the end of the employee's contract term.

Safety/Fire/Earthquake Drills

The safety of our students and employees is a priority. Drills are scheduled throughout the year. The Safety Coordinator and/or School Administrator will advise you about the requirements and expectations.

Safety Rules (General)

Safety is everybody's business. Safety must be given primary importance in every aspect of planning and performing of all school activities. We want to protect you and our students from injury and illness.

Please report all injuries (no matter how slight) to your supervisor immediately, as well as anything that needs repair or is a safety hazard. Below are some general safety rules:

- Avoid overloading electrical outlets with too many appliances or machines.
- Use flammable items, such as cleaning fluids, with caution.
- Use stairs one at a time.
- Ask for assistance when lifting heavy objects or moving heavy furniture.
- Smoke only in designated smoking areas, but not on school property.
- Keep cabinet doors and file and desk drawers closed when not in use.
- Sit firmly and squarely in chairs that roll or tilt.
- Avoid "horseplay" or practical jokes.
- Keep your work area clean and orderly; keep aisles clear of obstructions.

- Stack materials only to safe heights.
- Watch out for the safety of fellow employees and students.
- Use the right tool for the job, and use it correctly.

Remember, failure to adhere to these rules will be considered a serious infraction of safety rules and will result in disciplinary actions, up to and including immediate termination.

Security

Maintaining the security of school assets and buildings is every employee's responsibility. Develop habits that ensure security as a matter of course. For example:

- Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible and/or your supervisor. Do not keep cash in the resource center. Turn in any school cash at the end of the school day to the Finance Department; issue receipts.
- Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them should the need arise.
- When you leave school's premises make sure that all entrances are properly locked and secured and that, where applicable, security alarms are set.

Pandemic Response Procedures

The School has developed pandemic response procedures in order to be prepared in such emergency circumstances. Viruses such as influenza are a group of highly contagious diseases that can be fatal. A pandemic differs from both seasonal influenza (flu) and other known influenza viruses in the following aspects:

- It is a rare global outbreak which can affect populations around the world.
- It is caused by a new virus of which little is known and to which people do not have immunity.
- Depending upon the specific virus, it can cause more severe illness than regular flu, with a higher death rate, and can affect and be spread by young, healthy people as well as older, sick people.

The Department of Health and Human Services will take the lead in mobilizing a local response to pandemic influenza. Public health alerts will be reported to schools and the community. Individual schools may be closed temporarily by region or state to contain spread of the virus.

Executive Director Actions:

- Activate heightened surveillance of illness within school site. Gather data on symptoms of students and staff who are sick at home.
- Ensure that students and staff members who are ill stay home.
- Send sick students and staff home from school immediately.
- Provide fact sheets and guidelines for school families to make them aware of symptoms and remind them of respiratory hygiene etiquette.
- Monitor bulletins and alerts from the Department of Health and Human Services.
- Keep staff informed of developing issues.
- Assist the Department of Health and Human Services in monitoring outbreaks.
- Respond to media inquiries regarding school attendance status.
- Implement online education, if necessary, so that students can stay home.
- Maintain surveillance after the initial epidemic in the event a second wave passes through the community.

Staff and Student Actions:

- Stay home when ill with cough or other flu-like symptoms (chills, fever, aches, cough, sore throat).
- Practice “respiratory hygiene etiquette,” including but not limited to covering your cough and sneezing with a tissue, washing hands with soap and water or a waterless hand hygiene product, and placing used tissues into a sealed bag.
- Disinfect surfaces contaminated with infected respiratory secretions with a diluted bleach solution (1 part bleach to 100 parts water).
- Implement distance learning and online homework assignments so that students can maintain academic progress during shelter in place orders.

Additional Steps for the School:

- Identify Essential Employees (Teachers, Administrators, etc.).
- Provide modified distance learning for periods of school closure.
- Direct custodial staff to thoroughly clean and sanitize school facilities.

Emergency Preparedness

Every school must have emergency preparedness procedures readily on hand, including a list of up to date emergency contact numbers. This information should be discussed and disseminated before school starts, ideally at an all school staff meeting just when the teachers return to duty. Administrators will conduct regular trainings with staff and students to ensure that disaster procedures will be followed in the event of an emergency.

(Please see **Appendix C** for a list of emergency numbers related to pandemic response.)

Essential Employees

Functioning critical infrastructure is imperative during the response to a public health or other emergency for the health and safety of staff and students as well as community well-being. Certain critical infrastructure industries have a special responsibility in such times to continue operations.

The Department of Homeland Security's (DHS) Cybersecurity & Infrastructure Security Agency (CISA) has prepared a list of 14 critical industry sectors. Employees that fall under these categories are referred to as "Essential Critical Infrastructure Workers" and are generally required to deliver services during an emergency. Included among these sectors are community-based government operations and essential functions. This category refers to critical government workers, as defined by the employer, and includes most staff members of CSSD, as follows:

- Educators supporting public and private K-12 schools for purposes of facilitating distance learning or performing other essential functions, if operating under rules for social distancing.
- Administrators of public and private K-12 schools for purposes of supporting the work of educators to deliver distance learning and to perform other essential functions, if operating under rules for social distancing.

CSSD shall designate essential employees who are required to work and provide services during any pandemic, emergency, or natural disaster.

Temporary Telework Policy to Address COVID-19 Remote Working Conditions

Purpose

The Board of Student Success Programs (the "School") recognizes approved teleworking as a necessary work arrangement while the School is closed during the ongoing coronavirus ("COVID-19") pandemic. This policy details conditions and requirements which apply to all temporary telework assignments during the School's closure due to COVID-19.

Definition

Teleworking allows employees to work at home or in an approved remote location for all or part of their regular workweek. Teleworking is not an entitlement, nor is it a school-wide benefit. This temporary arrangement in no way alters or changes the terms and conditions of employment with the School, and the promulgation of this Policy creates no employee rights in relation to teleworking. Furthermore, the School has the right to refuse to make telework available to an employee and to terminate a telework assignment without cause at any time in its sole and unreviewable discretion.

General Requirements

Employees shall not telework unless they receive advance written approval from the School. Employees shall make arrangements with their supervisor and co-workers to address on-site job demands that arise, including returning to the work site to perform certain job duties as needed or as directed by their supervisor. Employees shall be responsible for following all School policies and procedures when teleworking. Employees shall also be solely responsible for the performance of their telework duties; assistance from third parties is strictly prohibited.

Nonexempt employees will be required to (1) record all hours worked as assigned by the School and (2) take and document applicable meal/rest periods. Nonexempt employees must also receive written approval from a supervisor prior to working additional hours or overtime. Failure to comply with timekeeping and work hours requirements may result in disciplinary action, up to and including termination from employment.

Eligibility Considerations

Consideration will be given to employees who work in positions adaptable for telework assignments, particularly those who have demonstrated work habits and performance well-suited to successful teleworking. In the sole discretion of the School and its management, the following eligibility factors will be considered:

- The employee has a position where effective communication can be accommodated electronically;
- The employee's telework assignment will not be detrimental to the productivity or work quality of other employees or the effective operation of the School;
- The employee must be able to perform work from home or an approved remote location without distractions or unnecessary risk to the security of School data, records, networks, or confidentiality generally;
- The employee's equipment and software must meet the School's guidelines/standards, and the employee's needs for Information Technology ("IT") support must be minimal;
- Telework sites must be in California;
- The employee must be effective at working independently for extended periods of time;
- The employee has demonstrated or can demonstrate effective time-management skills by completing tasks efficiently and within any required deadlines;
- The employee must maintain connections with work groups or teams from their remote work location; and
- The employee has no recent or pending corrective or disciplinary actions.

Supervisor Responsibilities

Supervisors managing employees who have been permitted to telework must effectively:

- Implement the telework policy/guidelines;
- Conduct remote supervision;
- Understand the technology and tools necessary for successful remote supervision; and
- Establish communication protocols with telework employees, including making continued efforts to involve teleworking employees in office/department events, messages, etc. as applicable to preserve teamwork.

Supervisors will assess each employee's progress on a telework assignment periodically to ensure the employee's compliance with telework requirements, and address any work-related issues, including completing evaluations and other performance management as appropriate.

Communication and Accessibility

Employees and supervisors must determine how communication between the teleworking employee, the worksite, and/or other employees also teleworking will be handled. Employees shall keep their supervisor and as needed, their co-workers or other School stakeholders (e.g., students and/or parents), informed of their availability so these individuals know how and when to reach the employee during the employee's telework assignment. Employees must be accessible by phone and email at all times to their supervisor, co-workers, School stakeholders, and the School generally during assigned work hours. Employees must notify their supervisors if they leave their telework site during agreed upon hours, aside from applicable meal and rest periods. Employees must post their telework schedule on their calendar, including applicable meal and rest periods. Employees must also remain flexible in their scheduling, and shall be available to attend staff meetings and other meetings as required by their supervisor.

Safety

Employees are responsible for establishing and maintaining a designated, adequate workspace at their telework location. When the telework location is the employee's home, the employee is responsible for ensuring the location is safe (free from hazards and other dangers to the employee or equipment), clean, professional, and free of distractions (e.g., children, pets, electronic devices, etc.).

Supplies, Equipment, and Furniture

The School will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs for each telework assignment on a case-by-case basis.

All necessary technology equipment will be supplied and maintained by the School, subject to availability. Equipment supplied by the School is to be used for work purposes only. Employees must sign an inventory of School property and agree to protect the items from damage or theft. Employees shall not be entitled to reimbursement for their use of School property. Employees shall be held liable to the School whenever their

wrongful or negligent act or omission causes loss, theft, disappearance, damage to, or destruction of School property. Upon cessation of a telework assignment, School property must be returned to the School.

Information Security and Confidentiality

Employees must never provide any third parties access to the School network or share network access passwords, and must comply with all policies and procedures related to information security and network access.

Consistent with the School's expectations of information security for employees working at the office, teleworking employees must ensure that their telework location is secure and communications provided or sensitive work performed from the telework location remain confidential, away from the presence of family members or guests. Any School materials taken home, such as confidential personnel or pupil records, must be kept in a secure space within the telework location and not be made accessible to any third parties, including the employee's family members or guests. Steps which employees may take to increase security of School materials/information include use of locked file cabinets and desks, regular password maintenance, shielding computer monitors, and any other actions appropriate for the position and the telework location.

Performance Standards

Employees must maintain the same or an improved level of productivity and work quality while teleworking. If productivity and/or work quality begin to decline, the telework assignment will be reevaluated to determine if changes can be made or termination of the telework assignment is warranted. Telework allows a high amount of flexibility for an employee to complete their work in a timely and proper manner, and it is expected that employees will not abuse this opportunity by allowing their productivity or work quality to decline.

Professional Boundaries

Employees must maintain appropriate levels of professionalism when interacting remotely with students and/or student's family members in full compliance with the School's "Professional Boundaries: Staff/Student Interaction" policy and as summarized below:

- Limit communications with students to issues involving School activities or classes only;
- Ensure professional communications with students by avoiding conversations of an overly personal, inappropriate, sexual, offensive, or indecent nature;
- Respect the privacy rights of students by ensuring communications and/or documents involving confidential pupil information are safeguarded appropriately;

- Maintain the same degree of formality as would be appropriate when working on-site, including in manner of speech, tone, method of communication, and appearance and dress, particularly when the employee may be communicating with students via video chat; and
- Continue to comply with any and all School policies, including enforcing appropriate student behavior and student discipline, child abuse and neglect reporting protocols, and prohibitions on harassment or other inappropriate conduct.

Employees who fail to demonstrate acceptable professional boundaries during a telework assignment may be subject to disciplinary action, up to and including termination from employment.

Return to Work

Telework assignments are temporary in nature and will only continue subject to School approval. As such, employees must return to on-site work at their assigned work location when directed to do so by their supervisor. However, in limited circumstances and only upon a showing of hardship to the School, employees may be permitted to continue in their telework assignment for up to an additional thirty (30) days beyond the planned termination of their telework assignment.

Any employee requesting an extension of their telework assignment must submit such request in writing to the Executive Director immediately upon being notified of the requirement to return to on-site work. The written request must explain in detail the basis for the hardship.

Upon completion of any approved extension of a telework assignment, the School may allow the extension to continue, subject to demonstrable ongoing hardship experienced by the employee and the overall needs of the School. The decision as to whether to grant any initial or continuing request to extend the telework assignment remains within the sole and unreviewable discretion of the School.

Evaluation & Duration

Evaluation of employee performance during the teleworking assignment may include daily interaction by video, phone and/or email between the employee and the supervisor, and weekly face-to-face and/or video meetings whenever possible to discuss work progress and problems, as needed.

The School may modify or terminate telework assignments at any time, with or without cause or advance notice. Although not required, the School shall endeavor to provide seven (7) days' notice of the modification or termination of any telework assignment whenever possible. All telework assignments shall be subject to termination upon resumption of regular onsite duties at the School following the COVID-19 pandemic.

Staff/Professional Development

The goal of professional development at CSSD is to ensure a well-trained and well-rounded staff. CSSD offers a variety of staff development opportunities that include:

- New employee orientation.
- Meetings and trainings held during the year focused on effective methods of instruction for a broad range of grade levels and subject areas.
- Professional development sessions for teachers appropriate to their needs.
- Workshops offered within regular meetings (faculty, team, all-staff, department chair, advisory group meetings), plus specially scheduled meetings as needed.
- Participation in outside conferences on subject area-specific topics, including math, science, English/ reading, independent study, health issues, technology, etc.

Most outside professional development opportunities are paid by CSSD. Staff may be selected by school leadership, or may apply to their supervisor to attend a conference or staff development opportunity.

Employees who attend professional development on a workday must have prior approval from their supervisor.

Traffic Violations

If you operate your own vehicle in performing your job, you will be considered completely responsible for any accidents, fines or traffic violations incurred. In the event of a vehicular accident, notify your immediate supervisor as soon as you are able.

Violations of Policies

You are expected to abide by the policies in this manual. Failure to do so will lead to appropriate disciplinary action being taken against you, up to and including termination. A written record of all policy violations is maintained in each individual's personnel file.

A partial list of causes for possible disciplinary action ("Unacceptable Activities") is presented under "Standards of Conduct" in the "Employment" section of this manual. This list is not to be considered all-inclusive.

The Benefits Package

A good benefits program is a solid investment in CSSD and its employees. It serves as an incentive for current employees and also helps to attract talented newcomers. School benefits programs are evaluated regularly and altered, as appropriate, to meet our employees' changing needs and to offer the advantages of future trends in employee benefits. CSSD offers a benefits program designed to address the individual and family needs of our employees.

CSSD is committed to maintaining and delivering a comprehensive and competitive benefits program that: provides a "safety net" of basic benefits protection against the financial impact of catastrophic life events; reflects principles of sound financial management, fiscal responsibility, regulatory compliance, administrative efficiency, and sustainability; is dynamic and innovative, evolving as necessary to meet the changing needs and balancing of work/ life issues of both employees and CSSD; and is communicated effectively to promote full understanding and value.

CSSD contracts with providers for employee health and welfare programs, including, but not limited to, medical, dental, vision, retirement, savings, vacation, sick, workers compensation, life insurance, liability insurance and disability benefits. The following sections are only a brief description of the leaves and benefits available to employees. Any questions with respect to benefits programs should be directed to the Human Resources Department.

Health and Welfare Benefits

CSSD is interested in the health and well-being of both you and your family. CSSD offers a comprehensive benefits package to eligible employees and their eligible dependents, including medical, dental, vision, chiropractic, employee assistance, basic life insurance and professional liability insurance for certificated teachers.

After completion of the Introductory Period, you become eligible for coverage. At that time, you may choose to accept the insurance coverage, or waive them. For detailed information on these benefits and eligibility requirements, contact the Human Resources Department.

Voluntary Insurance Benefits

School employees may elect additional benefits through several providers. Premium payments may be deducted from your monthly salary. Hourly employees may elect this insurance but premiums are not payroll deductible. Employees may elect this benefit during the annual open enrollment period in May. CSSD has negotiated special discounted rates for employees. Though other options may be adopted by CSSD, the current list of insurance available includes:

- Additional coverage for employee life insurance, plus dependent life insurance and accidental death and dismemberment coverage;
- Short & Long Term Disability;
- Flexible Spending Accounts (Section 125);
- Long Term Care;
- Legal Assistance;
- Automobile, Homeowners, and Renter's Insurance;
- Cancer Insurance; and
- Critical Illness.

Questions regarding this benefit may be directed to the Human Resources Department.

Eligibility for Benefits

If you are an active employee in a monthly salaried position of half time or more, you will enjoy all of the benefits described in this manual as soon as you meet the eligibility requirements for each particular benefit.

If you are an active employee in an hourly and/or temporary position, you will enjoy only those benefits that are required by law, provided that you meet the minimum requirements set forth by law and in the benefit plan(s).

No benefits are available to you during your Introductory Period, except as otherwise provided by law.

Holidays

Only regular full-time monthly classified and administrative employees are eligible for paid holidays. You are not eligible for paid holidays during your Introductory Period. Nor are you eligible for paid holidays if you are part-time hourly or temporary employee.

Holidays and vacation breaks are incorporated into the school calendar, i.e. Thanksgiving observance, winter and spring break, etc.

CSSD observes the following holidays:

- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Holiday/Post-Thanksgiving Holiday
- Pre- or Post-Christmas Holiday/Christmas Day
- New Year's Eve Holiday/New Year's Day

- Martin Luther King Jr. Day
- Lincoln's Birthday
- Presidents' Day
- Memorial Day

Floating Holiday – for Monthly Classified Employees

A classified monthly employee who is in a paid status on September 9 (California Admission Day) is entitled to a floating holiday in lieu of Admission Day. This benefit may not be taken before it is earned. It may be taken any time (after it is earned) during the work year with prior approval from your supervisor.

This benefit is non-accumulative and must be taken in increments of not less than one-half day. It must be taken by June 30.

Vacation

Only monthly-salaried full-time classified,, and administrative employees are eligible for paid vacation. (You are not eligible for paid vacation during your Introductory Period. Nor are you eligible for paid vacation if you are an hourly or temporary employee. Full-time monthly instructional employees are not eligible for vacation days. Holidays and vacation breaks are incorporated by the school calendar, i.e., Thanksgiving observance, winter and spring breaks, etc.)

Purpose

The purpose of vacation is to provide essential rest and recreation away from work-related pressure in order that an employee may return to the job better able to carry out responsibilities of the assignment.

Vacation Accumulation

The total vacation entitlement will be advanced on July 1 of each year. **It is strongly encouraged that all vacation is taken in a fiscal year it is earned.** If an employee is unable to utilize their vacation in the fiscal year it is earned due to extenuating circumstances, the carry-over of vacation leave is capped at one and one-half (1 ½) times the amount of vacation leave the employee would accrue.

If any employee separates before the year ends, all earned and unused vacation for the year will be paid in one lump sum.

Vacation Entitlement

Managers (classified and certificated) and Resource Center management employees with a 228-day work year accrue 1.75 days (14 hours) of vacation for each month of service. Entitlement for full year of service is 21 days.

Monthly salaried classified office/ administrative employees accrue vacation days based on years of service. (See Classified Vacation Chart below.)

Vacation Scheduling

Employees complete a calendar at contract signing to request vacation days for the school year. Preliminary approval is given by the immediate supervisor, and then submitted to the School Administrator for review and final approval. The Executive Director (or designee) approves vacation/non-workday requests for managers and directors. Vacations will be authorized with due consideration given to maintaining adequate administrative coverage.

Years of Employment Service	Vacation Hours Per Month	Vacation Days Per Year		
		12-Month	11-Month	10-Month
1-4	8.0	12.0	11.0	10.0
5-9	11.0	16.5	15.1	13.8
10-12	13.0	19.5	17.9	16.3
13+	14.0	21.0	19.3	17.5

Maternity Leave for Birth Mothers

Employees (birth mothers) who have been employed with CSSD for at least twelve (12) months shall be granted three (3) consecutive work weeks of leave with pay immediately following the birth of her child.

Changes in vacation dates must be submitted in writing, and approved in the same manner as the original schedule. CSSD reserves the right to cancel/change vacation days based on critical and unforeseen needs of CSSD. CSSD will make every effort to give the employee as much advanced notice as possible.

Teachers, school nurses and special education resource specialists do not earn vacation.

Professional/Personal Improvement Days

Every fiscal year, managers (both classified and certificated) accrue four (4) Professional/Personal Improvement days. You may carry over no more than four (4) days per year. Your balance cannot exceed eight (8) days. Request for use of these days must be submitted in advance, and is subject to the approval of the Executive Director.

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, CSSD offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e. children, parents, spouses/ domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking. Additionally, employees may also take paid sick leave when CSSD is closed due to a public health emergency or to care for a child who's childcare or school is closed due to a public health emergency.

Paid sick leave is available to all CSSD employees (including employees who are still on their Introductory Period) who work at least two (2) hours in a calendar week.

Eligible full-time, salaried monthly employees shall receive forty (40) hours of paid sick leave by the time he/she begins work for the fiscal year, and will accrue additional hours per month worked until that employee accrues his/her full allocation of paid sick leave for the fiscal year. Salaried monthly employees shall earn no more than eight (8) hours of sick leave per month worked for each fiscal year as follows:

Months Worked	Maximum Sick Leave Per Fiscal Year
10	80 hours
11	88 hours
12	96 hours

Eligible full-time, salaried monthly employees should speak to the HR Department if there are any questions regarding sick leave. All other employees shall accrue sick leave at the rate of one (1) hour for every thirty (30) hours worked.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours. Accrued sick leave shall carry over from year to year. Unused, accrued sick leave shall not be paid out upon separation from employment.

Employees are required to notify CSSD as soon as possible when using sick leave. A request to use sick leave and/or confirm the absence must be submitted to the Human Resources Department within ten (10) days upon return to duty.

If an employee is absent longer than three (3) days due to illness, medical evidence of illness and/or medical certification of fitness to return to work satisfactory to CSSD may be required. CSSD will not tolerate abuse or misuse of sick leave privileges. If CSSD suspects abuse of sick leave, CSSD may require a medical certification from an employee verifying the employee's absence.

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

Personal Necessity Leave

You may use not more than seven (7) days of accumulated full-salary sick leave in any school year for personal necessity leave. Absence in excess of these limits, or in excess of full-time sick leave, must be taken as unpaid personal leave upon approval of the Executive Director or designee. Approved use of this leave includes:

- Death of a member of immediate family. Full-salary sick leave may be used after bereavement leave benefits are exhausted (see *Bereavement*). Additionally, you may use one (1) day per year of full pay sick leave for the purpose of attending the funeral of a close friend or relative not included in the definition of immediate family.
- Serious or critical illness of a member of the immediate family. You may be required to furnish a physician's statement and any other proof requested by the Executive Director.
- Accident involving you, your immediate family, your property or property of your immediate family.
- Appearance in court, not part of school business, as a litigant or as a witness under an official order. You must furnish proof of court appearance.
- Observance of a religious holiday of your faith, limited to three (3) days per year. A request must be filed in advance.
- Unpredictable and verifiable acts of nature.
- Parental leave due to the birth, adoption or foster placement of a child.
- Family School Partnership leave for your participation as a parent, guardian or custodial parent in school activities. Up to forty (40) hours each school year and not more than eight (8) hours in any calendar month may be used. Reasonable advance notice and approval of supervisor is required.

For purposes of this section, immediate family includes relatives of the employee or employee's spouse: parents and step-parents, son, daughter, brother, sister, spouse, grandparents, grandchildren, son- and

daughter-in-law, aunt, uncle, niece, nephew, domestic partner, or any relative living in your immediate household.

CSSD may request a signed statement or additional proof to substantiate the absence or personal necessity.

Employees must request personal necessity leave at least one (1) week in advance unless an emergency situation occurs. Approval shall be at the discretion of the Executive Director and shall not serve as precedent for any other request. Personal necessity leave is not vacation, does not carry over from year to year, and is not paid out upon separation from employment.

Transfer of Accumulated Sick Leave

Teachers who previously worked for another California school that participated in CALSTRS, or Classified staff who previously worked for another California school that participated in CALPERS, may transfer their accumulated sick leave to the school provided that the following conditions are met:

- Employment in the previous district was for one (1) calendar year or more.
- Employment with CSSD began within one (1) year of termination from the previous school.

Bereavement

Absence without the loss of salary may be granted to a monthly-salaried employee upon death of a member of his/her immediate family (or that of the spouse), as defined above, for a period not to exceed five (5) days. If additional time is required, the employee may request Personal Necessity Leave as described above.

For purposes of this section, immediate family includes relatives of the employee or employee's spouse: parents and step-parents, son, daughter, brother, sister, spouse, grandparents, grandchildren, son- and daughter-in-law, aunt, uncle, niece, nephew, domestic partner, or any relative living in your immediate household.

Jury Duty

If you receive a summons or other notice requiring you to report for Jury Duty, inform your supervisor immediately, and provide Human Resources with a copy of your notice to report for Jury Duty.

Monthly employees called for Jury Duty are granted paid leave of absence for the days actually served and are permitted to keep any jury stipend received. Employees are expected to return to work when they only serve a partial day. Employees who are placed on "telephone standby" must report to work during those days.

At the end of each day of Jury Duty, notify your Supervisor of your status. At the end of jury service submit your jury attendance documents to Human Resources.

Hourly employees called for Jury Duty may receive postponement of service or cancellation due to financial hardship. Contact the Human Resources Department if documentation of your employment status is needed.

Family Care and Medical Leave

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

Employee Eligibility Criteria

To be eligible for FMLA leave, the employee must have been employed by CSSD 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 FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of baby-bonding where the threshold is twenty (20) employees).

Events That May Entitle an Employee To FMLA Leave

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

- 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 CSSD, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
- 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 CSSD's separate pregnancy disability policy).

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.

“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.

“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.

“Continuing treatment” means ongoing medical treatment or supervision by a health care provider.

- To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
- For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.

Amount of FMLA Leave Which May Be Taken

- FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
- In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.
- The “twelve month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.

- If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, CSSD'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 CSSD's activities have ceased do not count against the employee's FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Pay during FMLA Leave

- An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, CSSD 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.
- An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
- If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
- The receipt of sick leave pay will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

Health Benefits

The provisions of CSSD's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by CSSD during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, CSSD 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, CSSD will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

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

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

Seniority

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

Medical Certifications

An employee requesting FMLA leave because of his/ her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by CSSD. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of CSSD’s request for certification) may result in denial of the leave request until such certification is provided.

CSSD 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. CSSD may contact the employee’s health care provider to authenticate a certification as needed.

- If CSSD has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, CSSD may request a second opinion by a health care provider of its choice (paid for by CSSD). If the second opinion differs from the first one, CSSD will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
- Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA Leave

- An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be given a copy of CSSD’s then-current FMLA leave policy.

- Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
- Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt CSSD's operations.
- If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
- If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that CSSD will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
- 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.
- CSSD will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, CSSD will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

- Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to CSSD's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
- When a request for FMLA leave is granted to an employee (other than a "key" employee), CSSD will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).

- Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/ she is able to resume work.
- If an employee can return to work with limitations, CSSD 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 CSSD.

Limitations on Reinstatement

- CSSD may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to CSSD’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of CSSD’s employees within seventy- five (75) miles of the employee’s worksite.
- A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if CSSD determines that substantial and grievous injury to CSSD’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, CSSD will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause CSSD to suffer substantial and grievous injury. If CSSD realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

Employment during Leave

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

Pregnancy Disability Leave

This policy explains how CSSD complies with the California Pregnancy Disability Act, which requires CSSD 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:

- 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
- The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave

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

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

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

Pay during Pregnancy Disability Leave

- 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.
- The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
- 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

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

- The employee fails to return from leave after the designated leave period expires.
- 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 CSSD 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

An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by CSSD. 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.

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

An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be referred to CSSD's then current pregnancy disability leave policy.

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.

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

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

If an employee 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.

CSSD will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, CSSD will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. 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:

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.

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. CSSD 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.

- When a request for pregnancy disability leave is granted to an employee, CSSD will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
- In accordance with CSSD 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.
- If the employee can return to work with limitations, CSSD 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 CSSD.

Employment during Leave

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

Unpaid Leave of Absence

CSSD recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, CSSD may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by CSSD.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

If you are currently covered, medical, and dental coverage will remain in force during a medical or worker’s compensation leave of absence, provided you pay the appropriate premiums. Whether you are required to pay your own premiums will depend upon the length of your leave of absence. During a family/ medical leave, your medical and dental benefits will remain in force provided you pay the appropriate premiums. Benefits are terminated the day any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

Industrial Injury Leave (Workers’ Compensation)

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

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

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

- Immediately report any work-related injury to the Executive Director;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Executive Director; and
- Provide CSSD with a certification from your health care provider regarding the need for workers' compensation disability leave as well as your eventual ability to return to work from the leave.

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

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Executive Director and to the individual responsible for reporting to CSSD's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to CSSD's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from CSSD's approved medical facility before returning to work.
- Any time there is a job-related injury, CSSD's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

CSSD shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment

Rights Act of 1994 (“USERRA”). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

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

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

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to CSSD, 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.

CSSD 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 CSSD 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.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Executive Director at least two (2) days’ notice.

School Appearance and Activities Leave

As required by law, CSSD 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 CSSD, 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.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to 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 CSSD for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to CSSD 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. CSSD 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.

Victims of Abuse Leave

CSSD provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. 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, or that of the employee's child or children. 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 CSSD 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 CSSD 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.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, CSSD 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 Human Resources Department.

Returning From Leave of Absence

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

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

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Executive Director or Board Chair Person to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

We Need Your Ideas

Ask any of our employees who have worked with us for a long time and they will probably tell you of the many changes and improvements that have come about since they first joined us. We believe the person doing the job is in the best position to think of ways of doing it more easily, more efficiently, and more effectively. If you think of a better way of doing your job or the job of a fellow employee, discuss it with your supervisor, who will welcome your suggestions and ideas.

Remember, there may be areas in CSSD’s operations that can be improved. These could be in service, programs, equipment, communications, safety, ways to reduce costs, losses, and/or waste, or other improvements you may see a need for. Please give us the benefit of your unique experience and thoughts.

Concerns

Our goal is to maintain a comfortable working environment for everyone. We do this in several ways:

- By treating each of you as an individual and encouraging your maximum development;
- By recognizing that each of you is essential to the success and growth of the school; and
- By maintaining direct communications with all of our employees and ensuring that each and every one of you can speak directly and openly with the Leadership Team.

If something about your job is bothering you or if you feel that you have not been treated fairly or in accordance with school policy, you should discuss your concerns with your immediate supervisor. If you still have questions after this discussion, request a meeting with the President/CEO, Executive Director, or other Leadership Team member. The Leadership will listen to your concerns and will attempt to provide a response as soon as possible. It may not always be possible to achieve the results you want, but if it is not, CSSD will attempt in each case to explain why. No employee will be disciplined or otherwise penalized for raising a good faith concern.

Employee Relations

One of CSSD’s primary goals is to successfully meet its responsibilities to you, our employees, both as individuals, and as contributing members of CSSD. This is accomplished by managing in such a way that you will always be treated with respect and dignity. We believe every person deserves to be treated in this

manner, in any situation. We also believe this principle helps make CSSD successful. And, in this environment, we can work together to solve any problems that may arise.

Suggestions

We encourage all employees to bring forward their suggestions and good ideas about how the school can be made a better place to work, our programs and services improved, and our service to students, parents, and community enhanced. When you see an opportunity for improvement, please talk it over with your immediate supervisor. He or she can help you bring your idea to the attention of the people in the school who will be responsible for possibly implementing it.

All suggestions are valued and listened to. When a suggestion from an employee has particular merit, we provide for special recognition of the individual(s) who had the idea.

Internal Complaints

(Complaints by Employees Against Employees)

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

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

- The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
- The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Executive Director or designee will then investigate the facts and provide a solution or explanation;
- If the complaint is about the Executive Director, the complainant may file his or her complaint in a signed writing to the President of CSSD'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 Chairperson 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, CSSD 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 an CSSD employee.

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

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

- The Executive Director or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
- In the event that the Executive Director (or designee) finds that a complaint against an employee is valid, the Executive Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
- The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

- 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.
- 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.
- Resolution: The Board (if a complaint is about the Executive Director) or the Executive Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of The Charter School of San Diego Program (CSSD) 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 CSSD, you may file this form with the Executive Director or Board Chair Person .

Please review CSSD'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.

CSSD will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, CSSD will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, CSSD 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 CSSD 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 CSSD will be able to address your complaint to your satisfaction.

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

Your Name:

Date:

Date of Alleged Incident(s):

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

List any witnesses that were present:

Where did the incident(s) occur?

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

I acknowledge that I have read and that I understand the above statements. I hereby authorize CSSD 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

To be completed by School:

Received by:

Date:

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 Charter School of San Diego Program (CSSD) 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: