

Employee HANDBOOK

Updated November 2018
Board Approved, November 2018



EscuelaPopular

Educates to transform **lives.**



EP's History

Escuela Popular was founded by Lidia Reguerín in September 1986 primarily to provide necessary educational resources to the East San José immigrant community.

Escuela Popular staff and faculty strive to support whole families in making education a priority.

Escuela Popular provides the following programs:

Childcare, 90/10 Dual Language Immersion Program (Spanish/English); High School program for students under 19 years of age; High School program for students over 19 years of age.

Key Dates

September 1999 – EP begins to operate as a charter school under the umbrella of another charter

June 2002 - Escuela Popular Accelerated Family Learning Center charter approved by East Side Union High School District

June 2003 - Escuela Popular / Center for Training and Careers charter approved by East Side Union High School District



EP's Mission and Vision

Vision

Escuela Popular educates to transform lives.

Mission

Our family learning center believes that teaching is an act of love through which learning is reciprocal: We develop bilingual, bi-cultural students fully prepared to continue onto higher education and empowered to pursue their goals in a global society.

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INTRODUCTION TO HANDBOOK

This Handbook was first approved by the Board of Directors on August 10, 2005. It is designed to help employees get acquainted with Escuela Popular (hereinafter referred to as “EP” or “School”). The Handbook serves the following charters: Escuela Popular Accelerated Family Learning Center, charter #502 and Escuela Popular/Center for Training and Careers Family Learning Center, charter #646. It explains some of our philosophies and beliefs, and describes in general terms, some of our employment guidelines. This Handbook serves as our official policies and procedures manual, and we hope that it will serve as a useful reference document for employees throughout their employment at the School.

Employees are required to read the entire Handbook and ask any questions that may arise to ensure that employees have a complete understanding of the material covered. The employee’s signature on the Acknowledgement of Receipt of Personnel Handbook Form and the Acknowledgement of Receipt of Charter Petition Form will signify employee receipt and review of the Handbook and the Charter. Should an employee have any questions, concerns or suggestions regarding School policies, work conditions, or procedures, please contact the People Relations and Operations Director, immediately and in writing. EP values your input and encourages employees to make suggestions and comments freely. Experience has shown that open communication results in better work environments and more positive attitudes. EP will make every effort to respond effectively to all staff concerns.

Employees should understand, however, that this Handbook is not intended to be a contract (expressed or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. This Handbook only highlights our personnel policies; it is not exhaustive or all-inclusive, and must be read in conjunction with an individual employment agreement. In no way does the Handbook replace the official plan documents (i.e., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Escuela Popular will always exercise the necessary rights, authority, duties and responsibilities as stated in the Charter. The adoption of policies, rules, regulations, and practices shall always follow both the spirit and letter of the law of the State of California and the Charter of the School. This handbook is a “living document” that will be modified as circumstances change. Escuela Popular has full discretion to add, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. The School also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate. Please do not hesitate to contact the Executive Director with questions regarding the charter or its policies.

No individual other than the Executive Director or Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School and it is intended for personal use and reference by employees’ of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Executive Director.

Please direct any questions regarding policies contained herein to Gricela Espinoza, People Relations and Operations Director, at: (669) 300-4461 or gricela@escuelapopular.org.

NON-DISCRIMINATION DECLARATION

- EP will be non-sectarian in its programs, admission policies, employment practices and all other operations.
- EP will not discriminate on the basis of race, ethnicity, national origin, gender, sexual orientation, religion, age, marital status, disability, or any other basis protected by law.

CONDITIONS OF EMPLOYMENT

EMPLOYMENT AT-WILL

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY IS OUR POLICY

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

- Race;
- Color;
- Gender (including gender identity, 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”), 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, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

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

WHISTLEBLOWER POLICY

EP requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation.

Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred.

However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

POLICY PROHIBITING UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALIATION

EP is committed to providing a work and educational atmosphere that is free of unlawful harassment,

discrimination, and retaliation. EP's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race; 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 authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

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

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

When EP 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. EP 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

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

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

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

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

COMPLIANCE WITH DISABILITY LAW

EP will comply with all state and federal disability laws.

CERTIFICATION AND LICENSURE – CORE ACADEMIC TEACHING STAFF

EP's core academic teachers and their substitutes are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold.

In addition, all teaching staff must comply with provisions of No Child Left Behind legislature and regulations as applicable to charter schools.

CLERICAL, OTHER STAFF, SUBSTITUTES, AND CONSULTANTS

- EP's clerical, other teaching and non-teaching staff, substitutes, and consultants will demonstrate the abilities necessary to effectively carry out their responsibilities as further specified in applicable job specifications. In addition, must complete all mandatory trainings such as AB1825 Sexual Harassment Prevention, Mandatory Reporting, Concussion Awareness, Sexual Misconduct, and any other trainings deemed necessary by the School or Board of Directors.

USE OF EP E-MAIL, VOICEMAIL AND INTERNET ACCESS

EP will permit employees to use its email, voicemail systems and Internet access subject to the following:

1. Handled in a professional and careful manner. Employees shall not maintain any expectation of privacy with regard to use of the EP email, Internet, or voicemail systems.
2. All EP employees must check their school email at least twice per day during their work hours.
3. The E-mail system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race,

national origin, gender, sex, sexual orientation, age, religious beliefs or political beliefs shall not be displayed or transmitted.

4. Employees should not attempt to gain access to another employee's personal file of email or voicemail messages without the latter's expressed permission.
5. EP staff will not enter an employee's personal email files or voicemail unless there is a business need to do so.
6. EP retains a copy of all passwords; passwords unknown to EP may not be used. System security features, including passwords and delete functions, do not neutralize EP's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
7. Unless directly part of the student's educational program and approved by the Executive Director in advance, internet games and chat rooms shall not be allowed on the office computers.
8. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
9. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

DRUG AND ALCOHOL FREE WORKPLACE

EP is committed to providing a drug- and alcohol- free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder 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 employees and to other EP Stakeholders.

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

WORK FROM HOME POLICY

It is within each supervisor's discretion to decide whether his/her supervisees will be permitted to work from home on occasion. If an employee is unsure about their supervisor's policy, employees should not hesitate to ask him/her. In the event that the supervisor does have a policy allowing staff to work from home, this benefit should be used on rare occasions. In other words, working from home should be the exception, not the rule.

To work from home, an employee must obtain **prior written approval** (when feasible, at least 48 hours' notice) from their supervisor. In considering whether to approve an employee's request to work from home, the supervisor may ask the requesting staff member for a work plan explaining what will be accomplished

while working from home. All decisions regarding an employee's ability to work from home shall be discretionary and made on a case by case basis.

WEAPONS POLICY

Unless for educational purposes, no weapons may be possessed on the premises (including in cars) by employees unless the prior express written consent for such possession has been obtained from the Executive Director (e.g., tomahawk presentation, etc.).

RIGHT TO PRIVACY

Employees should be aware that desks, computers, emails, internet activity sheets, PDA's and other personal spaces provided by EP are School property, and are subject to search, if necessary. As such, employees do not have a reasonable expectation of privacy relating to School property or property in the EP workplace.

CONFIDENTIAL INFORMATION – REGARDING STUDENTS

All information relating to students including, names, addresses, contact numbers, and progress information is confidential information, and may not be shared with unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Please note: The release of unauthorized confidential information may result in immediate release from at-will employment and the filing of criminal charges. When in doubt, employees should check with their immediate supervisor before releasing information.

CONFLICT OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual conflicts of interest. Such a conflict occurs when an employee influences a decision that results in a personal gain for the employee or for a relative as a result of EP's business dealings. For purposes of this policy, a relative is any person who is related by blood, adoption, or marriage.

The Board of Directors has final approval over all compensation for all School staff. Since the Board has members that are either employees themselves, or relatives of employees, only the outside impartial Board members shall approve compensation for School employees. The Board members with conflicts shall excuse themselves from both the discussion and voting on these matters. Some of the School's staff has relatives who are Board members. These staff members are allowed to make presentations to the outside Board members in order to provide information that is necessary for good decision making.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms; however, if such employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that such be disclosed so that safeguards can be established to protect all parties.

An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Executive Director, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential

conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

SMOKING

The EP facility is a no smoking facility.

PERSONAL APPEARANCE

The personal appearance of employees shall be one that emanates pride and professionalism to correspond with the position held. Neatness and cleanliness are absolutely necessary at all times.

The School's professional image, as well as its atmosphere is maintained, in part, by the image that each employee presents to students and parents. Please dress accordingly (e.g., no see through clothing, etc.). If employees have any questions about what constitutes proper attire within the classroom or office, the People Relations and Operations Director should be consulted.

PERSONAL BUSINESS

When writing articles for publication or when participating in public affairs, staff members are cautioned to avoid inappropriate or compromising situations. Personal letters are not to be written on school letterhead. Individuals who are involved in endorsements, testimonials, publications, and participation in public forums or affairs should make it known that the employee is acting and speaking in a personal capacity and not as a representative of the organization. Reporters seeking information about EP must be referred to the Executive Director, or designee.

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

SOCIAL MEDIA

If an employee decides to post information on the social media (i.e., personal blog, Facebook, Instagram, Snapchat, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful

harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose Internet postings violate this or other School policies.

CHILD NEGLECT AND ABUSE 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.

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

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

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

CRIMINAL BACKGROUND CHECKS

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students takes precedence over all other considerations.

Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony.

Additionally, should an employee, during his/her employment with the School, be charged or convicted of a any offense, the employee must immediately report the charge or conviction to the People Relations and Operations Director.

TUBERCULOSIS TESTING

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the

absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years.

Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

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

IMMIGRATION COMPLIANCE

EP 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, EP will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

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

PROFESSIONAL BOUNDARIES: STAFF/STUDENT INTERACTIONS POLICY

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

Corporal Punishment

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment)

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

B. Examples of PROHIBITED actions (corporal punishment)

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

Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

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

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes.

Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities.

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)

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

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

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

Cautionary Staff/Student Behaviors

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

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

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any

after-school activity.

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

THE WORKPLACE

SAFETY AND HEALTH

The School is committed to providing and maintaining a healthy and safe work environment for all employees. You are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times.

Employees are required to report immediately to your Supervisor and/or Human Resources/Operations Office any potential health or safety hazards, and all injuries or accidents.

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

SECURITY PROTOCOLS

EP has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to security personnel or a supervisor. Employees should secure their desk or office at the end of the day. When called away from the work area for an extended length of time, employees should not leave valuable or personal articles around the work station that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify their supervisor when keys are missing or if security access codes or passes have been breached.

All employees will share in the supervision of students. Supervisors on duty must actively monitor assigned area during entire length of supervisory shift. Supervisors may not use the time to talk with other teachers or grade papers.

ACCIDENT/INJURY REPORTING/REPORTING FIRES AND EMERGENCIES

If an accident or injury occurs on school property or while conducting School business offsite, it should be reported immediately to Human Resources/Operations Office. An Accident or Incident Investigation Report form should be completed within 24 hours or as soon as possible. As much information about the exact circumstances of the accident or injury should be gathered as soon as possible, as well as the names, addresses, and phone numbers of all involved. It is important that this be done no matter how insignificant the accident or injury may seem.

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

Should a life-threatening emergency arise, the employee In-charge shall be responsible for calling 911. The following is a non-exhaustive list of examples of a life-threatening emergency:

1. Stoppage of breathing;
2. Stoppage of pulse;
3. Serious bleeding;
4. Severe asthmatic attack or other allergic reaction;
5. An individual who has gone into shock; or

6. An injury that could cause permanent damage (e.g. head or neck injury).

OCCUPATIONAL SAFETY

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

The prevention of accidents is the responsibility of every EP supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested from the Supervisor. Unsafe conditions must be reported immediately to Human Resources/Operations Office.

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

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

VISITORS ON CAMPUS

Principals, or a designee, must be notified when visitors, other than parents, are coming onto campuses. Staff should make every effort to greet all visitors and direct them to where they need to be. All visitors should come to EP on specific school business. Visitors should not wander in the hallways. All visitors must sign-in at the office and wear a visitor badge prior to entering any other area of the EP campus(es).

FIRE DRILL/DISASTER DRILL

Fire and disaster drills are practices to ensure the survival of the maximum number of staff and students should a real event happen. These drills should be approached with the utmost seriousness. That same sense of seriousness should be conveyed to the students. If you believe that the drill is important, so will they.

Teachers are expected to have escape routes posted in each room and designate a safe meeting spot for students. Teachers are then required to take roll as part of each drill.

FIRST AID, ILLNESS AND ACCIDENTS

Medication (including aspirin) may only be administered by authorized administrative personnel and only on the expressed written request by a parent/guardian with a doctor's confirmation. Students who complain of illness should be sent to the office with a note indicating the nature of the illness. If a student is injured, call for assistance or send a student for help. **Never move a seriously injured student.** If it is suspected that a student has a neck or head injury, do not move the student. All injuries and accidents should be reported in writing by completing a Student Accident Investigation Report and submitting it to the school's Office Manager or Human Resources/Operations Office. The report must include as many details as possible (time, location, students involved, how the accident happened, statements that the victim and others made, and any witnesses).

VOLUNTEERS AND UNPAID INTERNS

EP welcomes Volunteers and unpaid Interns

As applicable, volunteers and unpaid interns must be fingerprinted and have clearance from the Department of Justice and Federal Bureau of Investigation through a criminal history background check and undergo tuberculosis risk assessments before volunteering or interning. Volunteers and Interns will also be required to complete the volunteer or Intern agreement.

A staff member must provide supervision for office volunteers or intern and provide them with orientation to make their volunteer or internship time with us as enjoyable for them as possible. Teachers must provide supervision and orientation for classroom and field trip volunteers.

EMPLOYEE WAGES AND SALARIES

SALARY ELECTION

If you are a new salaried teaching employee, you may choose to distribute your salary over eleven (11) **OR** twelve (12) months within the first week of employment. Returning salaried teaching employees must make this election at the time signed employment agreements are due to Human Resources. If you do not make an election or if the employment agreement is submitted after the due date, the default election is eleven (11) months. An 11 month employee who elects to distribute its salary over 12 months remains an 11 month employee.

EMPLOYEE STATUS

Unless specifically indicated in an employment agreement, all employment at EP is at-will. At-will employees and the employer have the right to terminate employment at any time, with or without advance notice, and with or without cause. Generally, employees also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of the School.

EP reserves the right to decrease or eliminate an employee's salary, hours or work year based upon, among other things, program demand, change in program direction, restructuring, or if it is deemed to be in the best interest of the program by the employee's supervisor or the Executive Director.

No person other than the Executive Director or his or her designee has the authority to alter this at-will arrangement, to enter into any agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing, must expressly state that it is changing the at-will relationship, and must be signed by the Executive Director and by the effected employee.

Employees may be given employment for a specified term based on the discretion of EP. However, such terms and conditions of that employment relationship shall be enumerated in a contract for employment. Employment contracts shall designate the salary or hourly rate, dates of employment, number of work hours per day, and any other employment related terms. The employee will sign the contract in duplicate. One copy will remain in the office and the other with the employee. Any breach of an employment agreement for a specified term will be taken seriously by EP. As such, EP will proceed with any and all legal action available to it for such a breach.

OVERTIME PAY

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis, in a manner consistent with applicable law, and will be indicated in the employee's employment agreement. Generally, teachers and administrators are exempt. Employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees. EP will attempt to distribute overtime evenly and accommodate individual schedules.

All overtime work MUST be previously authorized in writing by an employee's supervisor. EP provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

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

Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

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

PAYROLL

The standard pay period for non-exempt and exempt employee is semi-monthly. For worked performed between the 1st thru 15th, payday will be no later than the 26th of the month in which the work was performed. For worked performed between 16th thru the last day of the month, payday will be no later than the 10th of the following month. If a payday falls on a weekend or holiday, checks will normally be distributed on the last business day immediately preceding the weekend or holiday. The December check may be mailed to an employee's current address (in their personnel file), depending on vacation timing. The last check of the School year in June will be released when the staff member has completed the check-out procedures as required by the Supervisor or People Relations.

All federal and state 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 People Relations Manager and to fill out a new W-4 form.

Federal and state law require EP to ensure the following withholds from employee wages as applicable:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and, of course, the gross pay amount.
2. State Income Tax Withholding: The same factors, which apply to federal withholdings, apply to state withholdings.
3. STRS and Classified Retirement Plan: EP contributes to STRS for administrative/teaching staff as defined by law and to the Classified Retirement Plan for all other classified staff. Appropriate deductions and employee contributions will be made for these plans.
4. Medicare Taxes: These taxes are withheld every month and, as with all other taxes, the cumulative amount paid will be listed on the employee's Pay Statement.

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 their Supervisor or People Relations representative 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 People Relations Office. The office maintains a supply of these forms.

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 taxes withheld and total wages.

All necessary payroll paperwork, information, timesheets, and leave requests, etc., must be submitted to the supervisor weekly or when requested by the People Relations Office. Failure to submit timesheets, leave requests, etc. on a timely basis may result in disciplinary action, up to and including release from at-will employment.

Payroll corrections: While all reasonable precautions are taken to ensure that the correct amount of pay is received by each employee, errors can and do occur. In this unlikely event, the discrepancy should be brought to the attention of the People Relations representative as soon as possible so that the situation can be reviewed and corrections can be made in a timely manner.

All payroll information is confidential and only the Executive Director, or designee, has access to this information. Any employee who violates this confidentiality is subject to discipline including discharge. Only the Executive Director, or designee, may acknowledge dates of employment, position, salary and wage information regarding employees for the purposes of credit checks, purchase of homes, reference checks, etc.

WAGE ATTACHMENTS AND GARNISHMENTS

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee’s earnings in their favor. Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the People Relations and Operations Director, or designee, will discuss the situation with the employee.

RETIREMENT PENSION BENEFIT

Eligible employees will participate in STRS (State Teachers Retirement System) or EP’s Classified Retirement Plan.

Employee contributions will be deducted from payroll. In addition, EP will contribute the required employer’s portion.

EXPENSE REIMBURSEMENTS

Mileage for travel to meet with students or for work-approved travel out of the area must be approved in advance and submitted on the “Expense Reimbursement Form.” Mileage will be reimbursed at the IRS approved rate.

EP will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must have advance approval by a direct supervisor, reimbursement purposes.

All completed Expense Reimbursement Forms and original receipts must be submitted to the Operations

Associate within sixty (60) days of incurring the expense. Failure to submit Expense Reimbursements forms and original receipts within sixty (60) days of incurring expense may result in disciplinary action.

CREDIT CARD POLICY

The Executive Director may authorize an individual to use a school credit card to make an authorized purchase on behalf of the school, consistent with guidelines provided by the Executive Director and/or School Board. The school card will be kept under locked supervision in the Executive Director's office, and authorized individuals must sign the credit card out and must return the credit card and related documentation of all purchases within 24 hours of the purchases, unless otherwise authorized by the Executive Director. If receipts are not available or are missing, the individual making the charge will be held responsible for payment. The credit card will bear the names of both Escuela Popular and the Executive Director.

REQUIREMENTS FOR EMPLOYMENT

LEGAL REQUIREMENTS BEFORE THE FIRST DAY OF EMPLOYMENT:

- A **copy of a** valid and current full California State Teaching Credential for core academic teaching staff.
- State and federal fingerprint clearance to work with children.
- Criminal record summaries will be maintained by the People Relations and Operations Director in a confidential, secured file separate from personnel files, as required under the law, which include background checks from the Department of Justice.
- Proof of a clear TB test dated within the last sixty (60) days for new employees. Thereafter, employees are required to undergo tuberculosis testing every four (4) years.
- I-9 Proof of Eligibility to Work in the United States form.
- Child abuse reporting information and signed form indicating that the contents have been read and understood.
- A completed Certificated Employment Application for Credentialed staff.
- A completed Non-Certificated Employment Application for non-credentialed staff.
- Cover letter of application for position.
- Resume.
- Three letters of reference with contact phone numbers.
- W-4 Income tax form completed.
- DE4 Employee's Withholding Allowance.

REQUIREMENTS FOR TEACHERS ON AND FOLLOWING THE FIRST DAY:

- Employees shall abide by the expectations established by the Supervisor.
- Employees must demonstrate personal characteristics consistent with their role and ability to be effective in the design of the School.
- Employees must demonstrate the experience and expertise appropriate to their role within the School.
- Employees must complete all mandatory trainings such as Mandatory Reporting, Concussion Awareness, Sexual Misconduct, and any other trainings deemed necessary by the School or Board of Directors.
- A **copy of a** valid and current full California State Teaching Credential for core academic teaching staff.

TEACHER MAINTENANCE OF ATTENDANCE RECORDS

Teachers must take roll **each period** and certify the accuracy of the roll by their dated signature in the provided space.

These attendance sheets are known as “contemporaneous records”; they are mandated by State law to be maintained for three (3) years. The State uses these records to allocate the funds that are used to run the school and pay salaries. Inconsistent, blank, and/or inaccurate records put all funding for the school at risk. The creation of these records is the direct responsibility of the classroom teacher taking attendance. In no case may attendance be taken by a student and then certified by the teachers. The forms shall be submitted to the Attendance Office as scheduled. If attendance is also recorded in the teacher's grade book, that attendance (including the codes for absences, excused, tardy, etc.) must match the records generated for the attendance system.

Teachers are **responsible** and **required** to sign and submit their attendance records at the end of each week. Failure to do so may result in disciplinary action, up to and including release from at-will employment.

If a student is absent and the school has not been notified by a parent/guardian, office staff will contact the student's parent/guardian and confirm the absence.

GRADING PROCEDURES

Teachers are encouraged to fully share, in writing, all aspects of their grading procedures to every class. Tests, quizzes, homework assignments, work logs, journals, and classroom participation are examples of student achievement that should be used in arriving at a grade.

Professionalism includes making clear to your students the rubrics that will be used in defining how a score will be assigned to a particular work product. In no circumstances, will arbitrary grading be allowed. Return of student work is to be accomplished in a timely manner so as to have the maximum effect on student learning.

Report cards will be issued to each student according to the school calendar. Timelines will be strictly adhered to; teachers must plan their time and assignments at the end of each grading period to be able to effectively evaluate students and efficiently record grades for the permanent student record.

Teachers are **responsible** and **required** to sign and submit their final grades to the office at the end of each quarter and/or scheduled deadlines. Failure to submit by the scheduled deadline will jeopardize the accuracy of students' final grade and may result in disciplinary action for the teacher, up to and including release from at-will employment.

COPYRIGHTED MATERIALS

Employees are expected to comply with the provision of copyright law relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.). Duplication or backups of computer programs and data must be made within the provisions of the purchase agreement. In no event may staff install their personal copies of software on school owned machines. If a data disk is used to transport materials between an employee's home computer and computers at EP, then the school provided virus scanning software must be utilized prior to loading the material into a school computer.

ADDITIONAL COMPLIANCE REQUIREMENTS

Employees are required to adhere to the requirements for employment described in the Charter, the Employee Handbook, any applicable employment agreement, and all applicable state and federal laws.

STAFF CLASSIFICATION

Staff classifications are based on the duties being performed, not the education level of the individual.

Employee classifications are made by the Executive Director or her/his designee.

Full-time employees are those employees working no less than forty (40) hours per week. Full-time employees are eligible for health benefits to be paid by EP, subject to any caps. If benefits exceed the cap, the employee will be responsible to pay the difference through payroll deductions (See Benefits section for more details). Full-time employees are considered regular employees.

Part-time employees are those employees working less than forty (40) hours per week. Part-time employees who work thirty (30) hours or more per week are eligible for health benefits subject to the same coverage and contributions of full-time employees. Part-time employees are considered regular employees.

Hourly, on-call, and substitute employees are considered temporary employees. Temporary employees may work on limited assignments or on as-need basis to fill a temporary need. In most instances, temporary employees are not eligible for school-provided benefits.

An exempt job classification means that the job is exempt from the wage and hour requirements of applicable law. Exempt employees are paid for the job performed and pay is not based upon the number of hours worked. Exempt employees are not eligible for additional compensation for hours worked in excess of eight (8) per day or forty (40) per workweek.

Employees in non-exempt positions are paid based upon the number of hours worked, and are eligible for additional compensation for hours worked in excess of eight (8) per day or forty (40) per workweek (See Overtime Pay section for more details). Non-exempt employees are required to work their full shift in order to receive full pay.

PERSONNEL EVALUATION AND RECORD KEEPING

EMPLOYEE REVIEWS AND EVALUATIONS

Performance evaluations will be conducted during March of every year. Employees who have been with the school for at least six (6) months will be subject to a performance evaluation. 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 the School 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 the employee, that the employee has discussed it with their supervisor, and that the employees are aware of its contents.

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

The following evaluation criteria for general teaching and office/administrative staff includes but is not limited to: Effort; Commitment (going beyond responsibilities); Cooperation; Ability to work independently & work with a team; Subject Preparation; Initiative; Attendance and Dependability; Professional Growth; Years of Service.

The following process will be used for classified/administrative staff:

- (1) Classified/administrative staff receives 360° evaluations/reviews during March of every year.
- (2) The review is a lengthy evaluation sheet that addresses (a) general work habits, as well as (b) particular roles and responsibilities.
- (3) As part of the review, staff may be required to submit work samples from the year that the evaluation covers.
- (4) An employee's direct supervisor, those the employee supervises, and an employee's colleagues will have the opportunity to review an employee's performance.
- (5) The evaluations are submitted to the Executive Director. Evaluations will then be compiled in data form and presented to the staff member.
- (6) The Executive Director provides the data directly to supervisors, and she/he is then responsible to meet with the staff member and discuss the results.
- (7) The evaluation will be used to determine how the staff member is performing, where they are exceeding expectations, what areas they need to improve upon, and whether the performance merits a pay increase (assuming the funds are available). Failure by EP to perform evaluations in accordance with this policy shall not impair the ability of EP to discipline, demote or release employees at will.

RESPONSE TO FORMAL OBSERVATION AND REVIEW FINDINGS

All employees shall have the right to make their own written comments in response to the observations or review findings within ten (10) business days of receipt. This response will be attached to the observation and/or evaluation and kept in the employee's Confidential Personnel File.

PERSONNEL FILES AND RECORD KEEPING PROTOCOLS

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the People Relations Office advised of changes that should be reflected in their personnel file. Such changes include: change in legal name, address, telephone number, marital status, number of dependents, person(s) to notify in case of emergency and educational attainments. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

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

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

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

CONTINUING EDUCATION

EP employees are required to keep their credentials current and to keep their professional training and knowledge current through ongoing educational experiences that may include travel, retreat, university courses, workshops and other means, which will further their personal growth and enhance their teaching skills.

Reimbursement or time-off for educational experiences must be approved in advance by the Supervisor and People Relations and Operations Director.

THE WORK DAY SCHEDULE

WORK SCHEDULE

In-school hours for teachers will be set by the Principal or designee. Work hours for full-time or part-time clerical staff are established by the employee's supervisor. Temporary staff and independent contractors will have their hours set on a case-by-case basis.

PUNCTUALITY AND ATTENDANCE

The students and families of EP count on the attendance and punctuality of EP employees. It is the employee's responsibility to notify his/her direct supervisor if he or she will be late, even if only a few minutes. Supervision of students and course material will need to be covered. Frequent absences or tardiness decreases the employee's effectiveness on the job, affects morale and decreases co-workers' job efficiency since they must cover for an absent or tardy employee.

Any employee who is unable to report for work must notify both his/her direct supervisor as soon as possible before the start of each scheduled workday that they will be absent.

If an employee fails to report to work without notification to the direct supervisor, the School may consider that the employee has voluntarily abandoned his or her employment. In such cases, EP may provide a reasonable opportunity to the employee to respond and notice to the employee of the decision.

If an employee is absent for medical reasons for three (3) or more consecutive working days, the employee must, upon return, provide the Supervisor and/or People Relations with a physician's statement certifying the medical basis for the absence and stating that the employee is able to return to work.

TEACHER PREPARATION (PREP) TIME

Teacher preparation ("prep") times are considered part of the work schedule. Teachers are expected to use this time to prepare for class. Teachers must stay on site during the scheduled prep time.

During prep times, teachers can expect to substitute for another class or work with students if the need arises.

PARTICIPATION IN NON-SCHEDULED PROGRAMS

All Staff (exempt and non-exempt) are required to participate in EP sponsored and non-EP sponsored programs, which may be held outside school hours. These include, but are not limited to the following: staff meetings, IEP meetings, in- service trainings, parent-teacher-student conferences, parent meetings, community meetings, certain School board meetings, professional development trainings, open house, graduations and ALL end-of-the-year events.

Teachers will support and participate in field trips, workshops and other learning activities that include students on their caseload.

Failure to attend staff meetings, IEP meetings, in- service trainings, and other required scheduled events without prior written notification to the direct supervisor will result in formal write-ups which will become

part of the employee's permanent personnel file (and be considered in the employee's annual performance review).

When EP registers staff for conferences or workshops, the School is making a financial commitment and an investment in that staff member. Therefore, if staff signs up to attend a conference or workshop, staff attendance is expected. Escuela Popular understands that emergencies arise at times. However, short of an emergency, it is expected that staff will attend conferences for which they have been registered.

BREAKS AND MEAL PERIODS

All full-time instructors shall have a minimum unpaid lunch break of thirty (30) minutes per day.

Non-exempt employees working at least five (5) hours are provided with a thirty (30) minute unpaid 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 EP mutually consent to the waiver in writing.

Non-exempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

LACTATION ACCOMMODATION

EP accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the non-exempt employee shall be unpaid. EP will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Employees with private offices will be required to use their offices to express breast milk.

Employees who desire lactation accommodations should contact their supervisor or People Relations office to request accommodations.

PHONE CALLS

The office phones, mobile phone, Internet access, and e-mail accounts are intended for business use. Family members and friends should be reminded that during work hours, telephone calls and email should be limited to emergencies only.

TIME CARDS/RECORDS

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

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

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

Non-exempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's worksheet. Any employee violates any aspect of this policy may be subjected to disciplinary action, up to and including release from at-will employment with the School.

LEAVES AND VACATION

VACATION LEAVE – *Administrative Staff Only*

Only non-instructional administrative staff are eligible for vacation leave. Full-time employees will receive fifteen (15) vacation days per school year. Part-time employees will receive pro-rated days at the same proportion of time they work during the school year. Paid vacation time for administrative staff will be established in the administrator's employment contract.

The fifteen (15) days (or 120 hours) will be front- loaded and will be available to the employee at the beginning of the school year (July 1st).

Employees starting after July 1st, will receive a pro-rated number of hours.

Newly hired staff will have vacation leave available on the third month of full employment. Vacation leave shall be capped at the amount of fifteen (15) days. Due to the fact that EP believes that time away from work is important to leading a healthy lifestyle, employees must schedule five (5) vacation days per year, preferably during the time when school is not in session. If employees do not schedule their five (5) days of vacation, the Supervisor or People Relations will schedule their five (5) days of vacation during the current school year. Unused vacation leave will be paid out at the end of the current fiscal year.

Teachers, Counselors, Instructors, teachers' assistants, campus supervisors and all other 11- months employees do not earn vacation leave.

SICK LEAVE

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, 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.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. All eligible employees shall be credited with twenty-four (24) hours of sick leave at the beginning of each work year. All regular full-time employees will be frontloaded with additional sick leave not to exceed ten (10) days per full work year.

Full-time employees who commence work after the first day of school shall receive a prorated amount of sick leave. However, in no case shall these employees receive less than twenty-four (24) hours of sick leave.

Regular part-time employees will receive a pro- rated amount of hours but not less than twenty-four (24) hours of sick leave.

Sick leave must be taken by eligible employees in increments of two (2) hours. Accrued sick leave does not carry over from year to year and the School does not pay employees in lieu of unused sick leave.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date.

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

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave.

Employee requests for unpaid medical leave must be approved in advance by the Supervisor and People Relations and Operations Director.

PERSONAL NECESSITY LEAVE

An employee who does not receive vacation may elect to use up to three (3) days of accumulated sick leave in any school year for purposes of personal necessity including any of the following specific reasons:

- Death or serious illness of a member of his/her immediate family.
- Accident involving his/her person or property or the person or property of a member of his/her immediate family.
- Appearance in court as a litigant, or as a witness under official order.
- Adoption of a child.
- The birth of a child making it necessary for an employee who is the parent of the child to be absent during work hours.
- Business matters which cannot reasonably be conducted outside the workday.

Personal necessity leave may also be taken as an unpaid leave. Employees must request personal necessity leave at least one (1) day in advance unless an emergency situation occurs. Personal necessity days are not vacation days, do not accrue year to year, and will not be paid out if unused upon separation from employment.

BEREAVEMENT LEAVE

Exempt employees are entitled to a leave of up to five (5) unpaid work days or seven (7) unpaid work days if out of state travel or travel in excess of three hundred (300) miles is required due to a death in the immediate family (parent, spouse, domestic partner, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, and grandchild). Accumulated sick leave or vacation leave may be used for paid bereavement leave. Additional unpaid leave may be granted at the discretion of the Executive Director or designee.

UNPAID LEAVE OF ABSENCE

EP recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the Supervisor AND People Relations and Operations Director.

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 an employee is currently covered, medical, and dental coverage will remain in force during a medical or worker's compensation leave of absence, provided the employee pays the appropriate premiums. During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force provided the employee pays the appropriate premiums. Otherwise benefits are terminated the month 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.

FAMILY CARE AND MEDICAL LEAVE

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA 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 the School for a total of at least twelve (12) months and must have 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:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
 - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

- b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces 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.
 4. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
- Amount of FMLA Leave Which May Be Taken
 1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12)-month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
 2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces 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.
 3. The "twelve-month period" in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
 4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay during FMLA Leave

1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School- provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period. If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

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

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

- Seniority

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

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative's serious health

condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.

2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.
 3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
 4. Recertification are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertification can result in termination of the leave.
- Procedures for Requesting and Scheduling FMLA Leave
 1. An employee should request FMLA leave by completing an Extended Leave Request form and submitting it to the Supervisor AND Human Resources. An employee asking for an Extended Leave Request form will be given a copy of the School's then-current FMLA leave policy.
 2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

7. The School will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

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

- Limitations on Reinstatement

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

- Employment during Leave

No employee, including employees on FMLA leave, may accept employment with any other employer

without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

PREGNANCY DISABILITY LEAVE

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

- **Employee Eligibility Criteria**

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

- **Events That May Entitle an Employee to Pregnancy Disability Leave**

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

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

- **Duration of Pregnancy Disability Leave**

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

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

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

create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation

- Pay during Pregnancy Disability Leave

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

- Health Benefits

EP shall provide continued health insurance coverage while an employee is on a 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. EP can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertification are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertification can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave
 1. An employee should request pregnancy disability leave by completing an Extended Leave Request form and submitting it to the Supervisor AND Human Resources. An employee asking for an Extended Leave form will be referred to the School's then current pregnancy disability leave policy.
 2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
 6. The School will respond to a pregnancy disability leave within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work
 1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
 2. When a request for pregnancy disability leave is granted to an employee, the School will give the

employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

3. In accordance with School policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

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

INDUSTRIAL INJURY LEAVE (WORKERS' COMPENSATION)

EP, 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 employees receive any workers' compensation benefits to which they may be entitled, employees will need to:

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

It is the School's policy that when there is a job-related injury, the first priority is to insure that the injured employee receives appropriate medical attention. EP, with the help of its insurance carrier has selected medical centers to meet this need.

Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for

treatment. If injuries are such that they require the use of emergency medical systems (“EMS”) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.

- All accidents and injuries must be reported to the Principal and to the individual responsible for reporting to the School’s insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School’s approved medical center for evaluation. All job- related injuries must be reported to the appropriate State Workers’ Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School’s approved medical facility before returning to work.
- Any time there is a job-related injury, the School’s policy requires drug/alcohol testing along with any medical treatment provided to the employee.

INSURANCE COVERAGE CONTINUANCE

When employees are on extended leave and/or unpaid leave, except under FMLA or PDL, EP does not continue the employee’s health insurance coverage. Insurance may be self-paid under COBRA provisions.

MILITARY AND MILITARY SPOUSAL LEAVE OF ABSENCE

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

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by

USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

EP 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 EP with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

SCHOOL CALENDAR AND HOLIDAYS

The school calendar shall be established as soon as possible prior to the start of each new school year and communicated in writing to all staff and students. Modifications to this schedule may be made as necessary as determined by the Board of Directors and the Executive Director.

Full-time and salaried employees may receive the following annual paid holidays:

- New Year's Eve
- New Year's Day
- Martin Luther King, Jr., Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving
- Friday After Thanksgiving
- Christmas Eve
- Christmas Day

- Other days during the school year such as days during the School's "Winter Break" or "Spring Break" shall be paid time for all eligible full-time and part-time employees in active status.

- Religious Holidays - Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the employee's supervisor and the People Relations Manager. The employee will be paid if the religious holiday is taken as an earned vacation or personal day.

- When a holiday falls on Saturday, the preceding Friday will be celebrated as the holiday; if it falls on Sunday, the following Monday will be celebrated as the holiday. When Christmas falls on a Saturday, the Day before Christmas will be celebrated on Thursday. If Christmas falls on a Sunday or Monday, the day before Christmas will be celebrated on the preceding Friday.

- Employees on any leave of absence do not earn holiday pay.

To be eligible for holiday pay, employees must be regularly scheduled to work on the day on which the holiday falls, and the employee must work his or her regularly scheduled working days immediately

preceding and following the holiday.

EMERGENCY CLOSING – INCLEMENT WEATHER, ETC.

All staff who qualifies will be paid. When advance notice is given of possible inclement weather, employees are expected to take work home with them and work from home.

JURY DUTY OR WITNESS LEAVE

For all exempt employees, EP will pay for time off if an employee is called to serve on a jury, provided the employee continues to perform work duties as assigned. For all non-exempt employees, EP will pay for up to three (3) days or 24 hours if an employee is called to serve on a jury.

VOTING TIME OFF

Voting time off will be granted when an employee's work hours prevent the employee from getting to the polling place. Generally, polling times have been set so there is ample time for voting before or after work.

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 his or her supervisor at least two (2) days notice.

SCHOOL APPEARANCE AND ACTIVITIES LEAVE

As required by law, EP will permit an employee who is a parent or guardian (including a stepparent, foster parent or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or childcare. If more than one (1) parent or guardian is an employee of EP, 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.

As required by law, EP will permit an employee who is a parent or guardian of school children, from kindergarten through grade twelve (12), or a child in a licensed day-care facility, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year)

to participate in activities of a child's school. If more than one parent or guardian is an employee of EP, 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 sick time 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 thirty (30) workdays off in a 12-month period.

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

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

An employee must first use 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 considered paid.

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

VICTIMS OF ABUSE LEAVE

EP 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 EP 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 EP 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, PC will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Principal.

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 Supervisor thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult with People Relations and Operations Director..

HEALTH AND WELFARE BENEFIT

HEALTH BENEFITS

It is the intention of Escuela Popular to offer a comprehensive benefits package to ensure the continued well-being of all staff. Currently those benefits include medical, dental, vision, and life insurance. EP also offers eligible employees Flexible Spending Accounts. The existence of this package is entirely dependent on funding levels from the State of California and other factors that affect the School's finances. As such funding varies, so too will the benefits and the level of coverage provided to the staff. The existence of benefits in one school year does not guarantee the existence in future years. All staff should be aware that if funding levels drop, benefits may not be extended, or that employees may have to pay a portion of the benefits.

Eligibility

When Coverage Starts

Employee coverage will begin on the first day following a thirty (30)-day waiting period. Employees must submit enrollment forms to the People Relations within five (5) working days of receipt of the enrollment packet. The enrollment forms serve as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

When Coverage Ends

Coverage will end the last day of the month in which an employee stops working with the school.

Cost of Coverage

An employee is eligible for medical coverage if he or she is a regular employee working for the School at least thirty (30) hours per week.

Employees who go from temporary to regular employment status become eligible for full benefits on the first day of the month following the effective date of the change.

Effective January 1, 2017, EP will contribute 100% per month to cover the cost of medical coverage for each employee, and \$525 per month for their spouse or registered domestic partner, and their eligible dependent children. This coverage is subject to change based on budgetary considerations.

Escuela Popular may use its discretion to provide assistance to those eligible employees who encounter extreme financial hardship paying for the cost of monthly health premiums (defined as employees with a monthly premium for health insurance equal to or greater than 20% of their monthly take home pay).

EP contributes 100% toward the monthly premium for each of the medical plans for all eligible employees. EP contributes \$525 toward the monthly premium for each of the medical plans for eligible dependents. The employee is responsible for any remaining costs, as well as any additional costs associated with plans not fully covered by the employer. EP currently pays 100% of the premiums for dental and vision for all eligible employees and eligible dependents.

Employee contributions will be deducted before tax from payroll.

Health Stipend

An employee eligible for health benefits who waives health coverage will receive a monthly stipend of \$75.00 for medical and \$25.00 for both dental and vision. Evidence of medical coverage is required in order to receive stipend.

COBRA BENEFITS

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

Medical coverage for an employee, their spouse, their registered domestic partner, and their eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

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

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

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

- The employee dies while covered by the plan;
- An employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reach age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

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

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

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

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

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or his/her spouse or child, as applicable) may have;
- EP stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty- nine (29)-months due to disability and there has been a final determination that the employee is no longer disabled.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Since employment at EP (unless otherwise expressly specified in an employment agreement) is based on an at-will basis, both the employee and EP have the right to terminate employment at will, with or without cause or advance notice, at any time.

The School's rules of conduct are based on mutual respect, common courtesy, sound judgment, responsibility, professionalism and business accountability. Personal and professional integrity is, of course, expected of all employees. EP may terminate or suspend the employment of any employee or engage in any other disciplinary actions (e.g. suspension with or without pay, demotion, etc.), if an administrator determines that the employee has failed to fulfill his or her duties and responsibilities and/or has failed to demonstrate the responsibility outlined in these personnel policies and the job description or for any lawful reason.

MISCONDUCT SUBJECT TO DISCIPLINE UP TO AND INCLUDING DISMISSAL

The following violations are considered misconduct and will result in disciplinary action up to and including termination of employment. Since it is impossible to enumerate every act or omission, which would justify the imposition of disciplinary action, the list is not intended to be all-inclusive. Further, this list in no way limits the at-will nature of employment at EP. (All rules are subject to revisions by the organization, as management deems necessary).

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on EP property by non- employees and by employees. This rule does cover periods of time when employees are off their jobs, such as lunch periods and break times. Employees properly off their jobs are prohibited from such activity with students and other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of EP property.
5. Fighting or instigating a fight on EP premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on EP premises.
8. Gambling on EP premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.

14. Posting any notices on EP premises without prior written approval of management, unless posting is on an EP bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or EP's interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.

OFF-DUTY CONDUCT

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

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

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. EP 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.

NON-DISCLOSURE OF PERSONNEL INFORMATION

Unless required by law, reasons for involuntary terminations are privileged information and are treated confidentially. Anyone disclosing such information inappropriately is subject to disciplinary action, up to and including release from at-will employment.

No one without a managerial “need to know” is to have access to or discuss personnel information.

Inquiries regarding an employee who has been terminated should be referred to the Executive Director, or designee.

RESIGNATION OF AT-WILL EMPLOYEES

At-will employees are free to resign without repercussion or retaliation. Although EP does not require four (4) week notice from a resigning at-will employee, EP would appreciate such notice. However, EP may ask an employee to leave immediately when necessary. Any accrued and unpaid compensation, excluding sick leave benefits shall be paid as soon as possible or on the next payroll run.

SALARY AND BENEFITS IN THE EVENT OF TERMINATION

In the event of termination of employment, employees shall be entitled only to the prorated salary and benefits earned through the last date of actual service and will be paid at the end of the pay period.

EMPLOYEE DISPUTE RESOLUTION PROCESS

Misunderstandings and problems arise from time to time in any situation. Work situations can be stressful. To provide the best possible working conditions for employees, an honest and open atmosphere in which any problem, complaint, suggestion, or question receives a timely, respectful response is required. Employees and management should have, and display, mutual respect for each other at all times.

An employee dispute is defined as any feeling of dissatisfaction or injustice in connection with one's employment situation, which is brought to the attention of a supervisor. If an employee disagrees with the established rules on conduct, policies, procedures, or practice they can express this concern through the problem resolution procedure outlined herein. No employee will be penalized, formally or informally, for voicing a complaint with EP in a reasonable, business-like manner, or for using these procedures.

The Executive Director is the official representative between the staff and the Governing Board. S/he or any administrator/designee must be accessible and ready to hear suggestions and complaints. EP cannot act on any problem unless it is aware of it, so employee disputes must be aired as soon as possible.

Not every problem can be resolved to all parties' satisfaction, and only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the smooth, effective operation of the school. EP will strive to provide such an atmosphere at all times.

Employees are encouraged to offer positive and constructive criticism, and to follow the internal complaint review process.

INTERNAL COMPLAINT REVIEW

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

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

Internal Complaints

(Complaints by Employees Against Employees)

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

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

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

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

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

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

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

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

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

General Requirements

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

AMENDMENT TO PERSONNEL POLICIES

This Employment Handbook contains the employment policies and practices of EP in effect at the time of publication. All previously issued handbooks or any inconsistent policy statements or memoranda are superseded.

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

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

ATTACHED FORMS, etc.

- A. HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM**
- B. INTERNAL COMPLAINT FORM**
- C. ESCUELA POPULAR ORGANIZATIONAL CHART**

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

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

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

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

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

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur?

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____

Date: _____



Escuela Popular Family Learning Center Organizational Chart

