



# **PERSONNEL HANDBOOK**

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**2024-2025**

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**WE TRANSFORM THE SCHOOL EXPERIENCE**



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## **AT-WILL EMPLOYMENT**

Unless you have an individual, negotiated agreement signed by the Superintendent and approved by the Vista Charter Public Schools Board of Directors (the “Board”) that states otherwise, your employment relationship with Vista Charter Public Schools (“VCPS”) or the (“Company”) is at-will. The policy of at-will employment means that employment with the Company is voluntarily entered into, and you are free to resign at will at-any time, with or without notice or cause. The policy also means that the Company may terminate your employment at- will at any time, with or without notice or cause. At-will employment also means that the Company may make decisions regarding other terms of employment, including but not limited to demotion, promotion, transfer, compensation, benefits, duties, and location of work at any time, with or without cause or advance notice. No representative of VCPS other than the Superintendent and the Board has the authority to enter into any agreement for employment for a specified duration or to make any agreement for employment other than at will. Any such agreement must be by individual agreement, in writing, signed by the Superintendent of Vista Charter Public Schools, and approved by the Board of Directors.

## **EMPLOYMENT CONTRACT RENEWAL TIMELINE**

- March 15th - April 1st
  - Vista Charter Public Schools will issue Intent to return/not return notice
  - All employees must notify Vista Charter Public Schools of their intent to return/not return for the following school year. Notification must be submitted by April 1st
- April 1<sup>st</sup> – April 15<sup>th</sup>
  - Vista Charter Public Schools will offer all employees an opportunity to transfer to another school location within Vista Charter Public Schools.
- April 15<sup>th</sup> - May 30th
  - Vista Charter Public Schools will issue all returning employee contracts. Employees must return signed Vista Charter Public Schools employee contracts within 7 days of receipt of contract.

## **INTER-SCHOOL EMPLOYEE TRANSFERS**

Transfers (Site/Location changes): Employees interested in transferring to another location within Vista Charter Public Charter Schools should follow these guidelines:

- Inform your immediate supervisor of your interest in a position at another school within the Vista Charter Public Schools network of schools.
- Contact the site administrator of the new school that you are interested in transferring to and submit your resume. All Vista Charter Public Schools employees are encouraged to apply for positions at other Vista Charter Public Schools locations and your current position will not be jeopardized if you are not accepted for a transfer

- New site administrator will contact you and schedule a meeting.



- Vista Charter Public Schools employees are not required to apply through edjoin.org and submit all required documents required in this process unless applying for a position that would change the employee's classification (e.g. classified to certificated). If you have any questions, please contact your immediate supervisor.
- The new site administrator will submit a request for transfer of an employee to the Superintendent for final approval pending review of the employee's qualifications and credentials.

## **INTRODUCTORY POLICIES**

### **Introduction**

Welcome to Vista Charter Public Schools! Vista Charter Public Schools is a non-profit charter school offering TK – 12 learning environments in Los Angeles and Orange Counties.

Our mission at Vista Charter Public Schools is to create a transformative learning experience that is engaging, globally oriented, and builds a strong STEAM foundation for college and career readiness. We aim to provide a quality education for all students by focusing on both heart and mind as critical tools of student engagement in learning. Our compassionate community of global learners focuses on developing students' knowledge and skills, as well as their attitudes, behaviors, aspirations, and beliefs for success in the 21st-century economy.

We sincerely hope you will find this to be a comfortable and satisfying place to work, with fellow employees. Please review these policies carefully.

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

Our constant endeavor is to maintain a well-trained, enthusiastic, and efficient group of employees that works together to make Vista Charter Public Schools successful, thereby enhancing the goals of the organization and the career goals of every employee.

In order to achieve these objectives, we strive to:

1. Treat you and all employees as individuals with full respect for your dignity and rights in everyday work situations;
2. Maintain fair and competitive wages and benefits;
3. Provide a pleasant place to work;

4. Provide a level of mutual respect and loyalty; and
5. Value an open-door policy and encourage all employees to feel free to discuss work-related or personal issues bearing on work performance.

In return, Vista Charter Public Schools expects the following from its staff:

1. A sense of personal responsibility for the quality and quantity of work produced;
2. A constant effort to maximize productive time and avoid any action likely to impede Vista Charter Public Schools' mission;
3. Attention to and care for all equipment and materials provided by Vista Charter Public Schools;
4. Constructive suggestions to improve Vista Charter Public Schools; and
5. Commitment to cooperate and establish good working relationships with fellow employees.

This Employee Handbook (the “handbook”) generally describes some of the practices and procedures in effect at VCPS and is intended to serve as a set of guidelines. This handbook replaces any previous manual or handbook, and to the extent this handbook is inconsistent with any previous understanding, practice, policy, or representation concerning the subject matters addressed herein, except as otherwise indicated in an employee’s individual written employment contract, this handbook supersedes. This handbook may not be amended or added to without the express written approval of the Board. Employees should read, understand, and comply with all provisions of the handbook. The handbook describes many of an employee’s responsibilities and outlines the programs developed by VCPS to benefit employees. Failure to follow the provisions of this handbook or any VCPS policies, procedures, and/or guidelines may result in discipline, up to and including termination.

No employee handbook can anticipate every circumstance or question about policy. VCPS reserves the right to revise, supplement, or rescind any benefit programs, policies or portion of the handbook, with the exception of its policy of At-Will employment, from time to time as it deems appropriate, in its sole and absolute discretion, with or without notice. All changes to the handbook will be made in writing signed by the Superintendent of VCPS and approved by the Board of Directors and will either be in a new handbook or in a written document, amendment, addendum or agreement that refers to the handbook. Employees generally will be notified of such changes to the handbook as they occur.

Neither this handbook nor any policy contained in this handbook or elsewhere is intended to

imply continued employment or otherwise limit in any way the policy of at-will employment. Nor does this handbook, in describing VCPS policies or procedures, commit VCPS to follow any particular procedure in the course of imposing discipline or terminating employment. If there is ever a discrepancy between this handbook and applicable law, then the law will always govern.

Please note that no policy contained in this handbook is intended to limit employees' rights to engage in protected activity. If you have any questions about the handbook, please contact the Administration.

## **EQUAL EMPLOYMENT OPPORTUNITY**

VCPS is an equal opportunity employer and is committed to equal opportunity for all employees and applicants. VCPS recruits, hires, trains, promotes, compensates, and administers all personnel actions without regard to race, color, religion, sex, sex stereotyping, pregnancy (which includes pregnancy, childbirth, and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, national origin, age, mental or physical disability, ancestry, medical condition, marital status, military or veteran status, citizenship status, sexual orientation, genetic information, or any other status protected by applicable law.

This policy applies to all areas of employment, including recruitment, testing, screening, hiring, selection for training, upgrading, transfer, demotion, layoff, discipline, termination, compensation, benefits, and all other privileges, terms, and conditions of employment. This policy and the law prohibit employment discrimination against any employee or applicant on the basis of any legally protected status outlined above.

VCPS also makes reasonable accommodations for qualified applicants and employees with disabilities unless doing so creates an undue hardship, in accordance with all legal requirements. Any applicant or employee who requires an accommodation to perform the essential functions of the job should contact the Superintendent to request that accommodation. VCPS will work with that individual to attempt to identify a reasonable accommodation that will not impose an undue hardship on VCPS.

All employees must follow this policy. Any employee who violates this policy will be subject to disciplinary action, up to and including termination of employment.

VCPS is committed to the practice of equal employment opportunity and will not tolerate intimidation or retaliation against employees or applicants because they have engaged in or may engage in filing a complaint of discrimination or retaliation; assisting or participating in an investigation; opposing any act or practice made unlawful by any local, state, or federal law; or for exercising any other legally protected right.

If you have questions or feel that you have been discriminated against because of your protected status, have been improperly denied a reasonable accommodation, have experienced retaliation, or have witnessed or been subjected to conduct that is otherwise inconsistent with this policy, then you must follow the reporting procedures outlined in the Policy Against Sexual Harassment and Other Workplace Harassment found herein, as well in the sexual harassment and other workplace harassment policy and procedures adopted by the Board of Directors.

All reports describing conduct inconsistent with this policy will be investigated promptly and effectively in accordance with the procedure outlined in Vista Charter Public Schools' Policy Against Sexual Harassment and Other Workplace Harassment below.

Please see VCPS' Policy Against Sexual Harassment and Other Workplace Harassment for information about VCPS policy regarding investigation and resolution of complaints. Contact the Administration if you have any questions.

### **THE CROWN ACT (SENATE BILL 188 [2019])**

It is the law of the State of California to afford all persons in public schools, regardless of their disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status or any other specified characteristic, equal rights and opportunities in the educational institutions of the state, and states that the purpose of related existing law is to prohibit acts that are contrary to that policy and to provide remedies for violations of this law.

Under the California Fair Employment and Housing Act, it is unlawful to engage in specified discriminatory employment practices, including hiring, promotion, and termination based on certain protected characteristics, including race, unless based on a bona fide occupational qualification or applicable security regulations. The act also prohibits discrimination because of a perception that a person has one of those protected characteristics or is associated with a person who has, or is perceived to have, any of those characteristics.

Senate Bill 188 provides that the definition of race for these purposes also include traits historically associated with race, including, but not limited to, hair texture and protective hairstyles that include, but are not limited to, braids, locks, and twists.

### **POLICY AGAINST SEXUAL HARASSMENT AND OTHER WORKPLACE HARASSMENT**

#### **Purpose**

VCPS expects every employee to show respect for all of our colleagues, clients, employees, and vendors. Professional conduct furthers VCPS mission, promotes productivity, minimizes

disputes, and enhances our reputation. Accordingly, this policy forbids any unwelcome conduct that is based on an individual's race, color, religion, sex, sex stereotyping, pregnancy (which includes pregnancy, childbirth, and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, national origin, age, mental or physical disability, ancestry, medical condition, marital status, military or veteran status, citizenship status, sexual orientation, genetic information, or any other protected status of an individual or that individual's associates or relatives. VCPS is thus committed to providing a work environment that is free of unlawful discrimination, including harassment that is based on any legally protected status. VCPS will not tolerate any form of harassment that violates this policy.

### **Coverage**

This policy and the law forbid any employee, manager, supervisor, officer, director, client, vendor, or any other third party that an employee encounters in connection with VCPS business, to harass, discriminate, or retaliate against any VCPS employee, applicant, contractor, intern, or volunteer, on the basis of any legally protected status or activity. This policy also prohibits offensive conduct that does not rise to a violation of law, as explained below.

### **Prohibited Conduct**

The conduct prohibited by this policy, whether verbal, physical, or visual, includes any discriminatory employment action and any unwelcome conduct that is inflicted on someone because of that individual's protected status. Among the types of unwelcome conduct prohibited by this policy are epithets, slurs, negative stereotyping, intimidating acts, and the circulation or posting of written or graphic materials that show hostility toward individuals because of their protected status. VCPS prohibits that conduct in the workplace, even if the conduct is not sufficiently severe or pervasive to constitute unlawful harassment.

### **Sexual Harassment**

Sexual harassment deserves special mention. Harassing conduct based on gender often is sexual in nature but sometimes is not. This policy forbids harassment based on gender regardless of whether the offensive conduct is sexual in nature. Any unwelcome conduct based on gender is also forbidden by this policy regardless of whether the individual engaged in harassment and the individual being harassed are of the same or are of different genders.

According to the U.S. Equal Employment Opportunity Commission ("EEOC"), unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct based on sex constitute unlawful sexual harassment when (1) submission to such conduct becomes an implicit or explicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for any employment decision, or (3) the conduct has the purpose or

effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

This policy forbids harassment based on gender regardless of whether it rises to the level of a legal violation. Examples of gender-based harassment forbidden by this policy include (1) offensive sex-oriented verbal kidding, teasing or jokes, (2) repeated unwanted sexual flirtations, advances or propositions, (3) verbal abuse of a sexual nature, (4) graphic or degrading comments about an individual's appearance or sexual activity, (5) offensive visual conduct, including leering, making sexual gestures, the display of offensive sexually suggestive objects or pictures, cartoons or posters, (6) unwelcome pressure for sexual activity, (7) offensively suggestive or obscene letters, notes or invitations, (8) offensive physical contact such as patting, grabbing, pinching, or brushing against another's body, and (9) sexual favoritism.

### **Employee Responsibility**

Everyone at VCPS can help assure that our workplace is free from prohibited discrimination or harassment.

### **Avoiding Prohibited Conduct**

Everyone is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited harassment; no employees, not even the highest-ranking individuals at VCPS, are exempt from the requirements of this policy. Every employee is expected to inform any person in the workplace whose conduct the employee finds unwelcome.

### **Reporting Prohibited Conduct**

All incidents of alleged discrimination, harassment, retaliation, or other conduct inconsistent with this policy must be reported immediately.

Any manager or supervisor who is aware of conduct inconsistent with this policy or who receives a report of conduct inconsistent with this policy must report it immediately to the Superintendent.

### **Reporting Procedures**

If you feel you have experienced or witnessed any conduct that is inconsistent with this policy, you are to immediately notify the Site Principal. This individual is authorized by this policy to receive and act upon complaints of discrimination, harassment, and retaliation on behalf of VCPS.

If you are reporting an incident involving the Site Principal, you are to immediately notify the Superintendent. This policy does **not** require

reporting discrimination, harassment, or retaliation directly to an employee's immediate supervisor or to any individual who is creating the harassment, discrimination, or retaliation.

### **VCPS Response**

All reports describing conduct that is inconsistent with this policy will be investigated promptly and effectively. To that end, parties involved in the situation (including the reporting party, anyone identified as the target of the behavior (if different than the reporting party) and anyone who allegedly violated this policy will be offered an opportunity to be interviewed or to otherwise respond to a report under this policy. VCPS may put certain interim measures in place, such as a leave of absence or a transfer, while the investigation proceeds. VCPS will take further appropriate action once the report has been investigated. That action may be a conclusion that a violation occurred, as explained immediately below. VCPS might also conclude, depending on the circumstances, either that no violation of policy occurred or that VCPS cannot conclude whether or not a violation occurred.

If an investigation reveals a violation of this policy or other inappropriate conduct has occurred, then VCPS will take corrective action, including discipline up to and including dismissal, reassignment, changes in reporting relationships, training, or other measures VCPS deems appropriate under the circumstances, regardless of the job positions of the parties involved. VCPS may take corrective action for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law or even a violation of this policy. If the person who engaged in harassment is not employed by VCPS, then VCPS will take whatever corrective action is reasonable and appropriate under the circumstances.

### **Policy Against Retaliation**

VCPS forbids any employee from treating any other employee or former employee or applicant adversely for reporting harassment, discrimination, or retaliation, for assisting another employee or applicant in making a report, for cooperating in an investigation into such alleged conduct, or for filing an administrative claim with the EEOC or a state governmental agency. All employees who experience or witness any conduct they believe to be retaliatory are to immediately follow the reporting procedures stated above.

### **Governmental Agencies**

Consistent with this policy against workplace harassment, VCPS maintains posters on bulletin boards that refer to legal definitions of harassment. These posters, and the fact sheet VCPS has distributed on Sexual Harassment, identify governmental agencies to contact for information on how and when to file administrative claims. Using VCPS complaint process does not keep an

employee from filing a claim with a state governmental agency or with a federal agency such as the EEOC. The time period for filing a claim continues to run during a VCPS investigation. Our policy provides for immediate notice of problems to VCPS officials listed above, so that we may address and resolve any problems without waiting for any legal proceedings to run their course.

### **Confidentiality**

When investigating and imposing any corrective action, VCPS will attempt to preserve confidentiality to the extent that the needs of the situation permit.

### **Acceptance of Policy**

All VCPS employees have a personal responsibility to conduct themselves in compliance with this policy and to report any observations of conduct inconsistent with this policy. If you have any questions concerning this policy, then please contact the Superintendent.

### **Arbitration of Disputes**

It is in the interests of Vista Charter Public Schools and its employees that, whenever possible, disputes relating to employment matters be resolved quickly and fairly. To that end, all employees of the Company are asked to sign an agreement to arbitrate their employment disputes. The Agreement to Arbitrate is provided to each employee separately.

## **OPEN DOOR POLICY**

VCPS has an open-door policy that encourages employees who have job-related concerns or complaints to talk them over with their supervisor or any other management representative with whom they feel comfortable. VCPS believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise their work-related concerns with their immediate supervisor, or with a supervisor or other management representative of their choice, as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved.

Although VCPS cannot guarantee that in each instance the employee will be satisfied with the result, VCPS will attempt to explain the result to the employee. No employee will be disciplined or otherwise penalized for raising a good faith concern.

## **CONFLICTS OF INTEREST**



Employees are required to avoid any conflict of interest during employment with VCPS. Any involvement that conflicts with an employee's duties or responsibilities or impacts the employee's judgment in making a decision affecting the VCPS will be considered a conflict of interest. This includes any direct or indirect business, management, or financial interest or activity, whether or not for compensation, in any business or entity that is a competitor, supplier, or vendor of VCPS.

Employees may engage in or have outside business or personal interests or activities that do not constitute a conflict of interest with their employment with VCPS requires that these interests and activities do not adversely affect an employee's capacity to perform his or her job duties or result in conflicting loyalties.

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

VCPS does not object to an employee holding another job, provided he or she can effectively meet the performance standards required for his or her position. However, concurrent employment is prohibited where a conflict of interest exists, as described above.

Employees are not permitted to conduct personal business or solicit personal business for any cause or organization while on-duty, or when the employee being solicited is supposed to be working. This prohibition includes distributing literature and other material. Distribution of materials is also against the School's policy if it interferes with access to facility premises, if it results in litter or is conducted in areas where other employees are working. Solicitation during non-work time, e.g., paid breaks, lunch periods or other such non-work periods, is permissible. Entry on the School premises by non-employees is not permitted, unless related to official School business. Solicitation or distribution of written materials by non-employees is strictly prohibited without prior written authorization by the Site Administrator.

## **EMPLOYMENT POLICIES AND PRACTICES**

### **EMPLOYEE CLASSIFICATIONS**

#### **Exempt and Non-Exempt Status**

Each position and job is designated as either **non-exempt** or **exempt**.

Employees in non-exempt positions are entitled to overtime pay under federal and state wage and hour laws.

Exempt employees are not entitled to overtime pay. VCPS intends to maintain the salary basis of all of its salaried exempt employees. Notwithstanding any other provision of this handbook, VCPS policies, including but not limited to discipline and benefits policies, are to be interpreted in accordance with the salary basis requirements of the Fair Labor Standards Act and state law.

An employee's exempt or non-exempt status may be changed only upon written notification from management.

### **Regular Full-time Employees**

A regular full-time employee is an employee who is normally scheduled to work and does work a schedule of 40 hours or more per week.

### **Regular Part-time Employees**

A regular part-time employee is an employee who is normally scheduled to work and does work a schedule of less than 40 hours per week.

### **Temporary Employees**

A temporary employee is an employee who is employed for a short-term assignment and who is not considered a regular employee. Short-term assignments generally last three months or less. However, an employee will not change from temporary status to regular full-time or part-time status because the employee's assignment is extended. An employee's status only will change if the employee is advised of such a change, in writing, by VCPS. Temporary employees are not eligible for any VCPS-sponsored benefits except to the extent mandated by state or federal law.

### **Certificated Employees**

Certificated employees work in a position that requires a credential issued by the California Commission on Teacher Credentialing, including Teachers, Leads, Site Leaders, Counselors, and Academic Team Members. Certificated employees are required to hold and maintain a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold and are further required to meet certain federal requirements related to subject-matter expertise.

It is the responsibility and a condition of continued employment of all instructional staff, including teachers and paraprofessionals to maintain and keep current such certificates, permits or other documentation and provide to the Principal no later than the close of business on the first day the employee reports for duty. If an instructional staff employee believes that he or she is assigned to teach in a subject in which he or she does not have subject matter competence, the employee should immediately report the same to the Principal. Staff who are required to meet these state and federal certification, expertise, and related requirements must maintain such qualifications as a condition of employment at the School.

## **HOURS AND DAYS OF WORK**

The normal work week for each employee will be specified by the school calendar and the employee's employment agreement. Work hours vary according to position and operational needs. VCPS reserves the right to assign schedules and hours of work in accordance with its operational needs. The School's normal working hours are from 7:00 a.m. to 4:00 p.m. Monday through Friday. Times are subject to change.

## **MEAL PERIODS AND REST BREAKS**

When you work a shift of more than five hours, VCPS provides you with at least a 30 minute, off duty unpaid and uninterrupted meal period by the end of the fifth hour of work, unless you work 6 hours or less in a workday and you and VCPS agree in writing to voluntarily waive the meal period. You should begin your meal period by no later than the end of your fifth hour of work. You are relieved of all of your work duties during your meal period, and you are free to use your meal period time for whatever purpose you desire.

When you work a shift of more than 10 hours, VCPS provides you with a second 30 minute off duty, unpaid and uninterrupted meal period by the end of the tenth hour of work. However, if you work more than 10 hours in a day, but not more than 12 hours, then you and VCPS can agree to waive your second meal period.

Each non-exempt employee is required to record accurately the time they begin and end each meal period. Non-exempt employees must not perform any work "off the clock" during meal periods. Any time spent performing work during a meal period must be reflected on the employee's time record.

Employees are authorized and permitted to take one 10-minute paid rest break for every four hours worked or major portion thereof. Rest breaks should be taken as close to the middle of each four-hour work period as practicable. Employees working fewer than 3-1/2 hours in a day are not entitled to a rest break. If you work between 3-1/2 and six hours in a workday, then you are authorized and permitted to take one paid rest break each day. If you work more than six hours in a day, then you are authorized and permitted to take two paid rest breaks each day.

If you work more than 10 hours in a day, then you are authorized and permitted to take an additional rest break. VCPS encourages employees to take all authorized rest breaks each workday.

If you are not provided with a meal or rest period as specified in this policy, or anyone directs or encourages you to skip your meal or rest periods, you must contact the Superintendent. You may do so without fear of retaliation, which VCPS policy prohibits.

Employees may not add their rest periods to their meal period as a means of taking a longer meal period. Employees also should not work through their meal or rest breaks in order to arrive late or leave early.

VCPS will assume that you have been provided with your meal and rest periods as set forth in this policy unless you submit a Meal / Rest Period Issue Notice form and provide written notice to Administration advising us of an issue with a meal or rest period. If you report working during your meal period, returning to work prior to the end of your meal period, being denied a meal or rest period, or being required to delay your meal period until after the end of your 5<sup>th</sup> hour of work, then you will be paid in accordance with applicable law. Employees will be subject to discipline for violating this policy. If you have any questions regarding this policy or your meal and rest period entitlements, please contact the Administration immediately.

## **TIMEKEEPING REQUIREMENTS**

Accurately recording time worked is the responsibility of every non-exempt employee. Time worked is all the time actually spent on the job performing assigned duties. Each non-exempt employee is required to record accurately the time they begin and end their work, as well as the beginning and ending time of each meal period, and the beginning and ending time of any split shift or departure from work for personal reasons. For this purpose, every non-exempt employee is required to log in and out on the VCPS administration approved digital time keeping system, including the beginning of the day, the beginning and end of meal periods, and the end of the workday. Timekeeping may not be filled out in advance of the workday, work- week or work-month. Timekeeping may not be filled out at the conclusion of the work-week or work month.

All non-exempt employees must record their work time exactly as that time is worked without exception. If an employee forgets to record his/her time, the employee's supervisor must make the correction and the change must be initialed by both the employee and the supervisor. Any employee who fails to follow these timekeeping policies may be subject to disciplinary action, up to and including termination. If requested, it is the employee's responsibility to sign his or her time record to certify the accuracy of all time recorded. The supervisor will review and then approve the timesheets.

Altering, falsifying or tampering with timekeeping records, recording on your time card hours not worked, working hours not recorded on your timesheet (i.e., working “off the clock”), having someone else record your time or recording another employee’s time, and performing overtime work not specifically authorized in advance are all serious violations of VCPS policy which may result in disciplinary action, up to and including termination.

## **PAYMENT OF WAGES**

Non-exempt and Exempt employees, including certificated and Executive Administrators wages for the normal work period come due and are payable twice each calendar month.

Non-exempt and Exempt employees, including certificated and Executive Administrators wages for the normal work period come due and are payable twice each calendar month. For work performed between the 9<sup>th</sup> and the 24<sup>th</sup> days of the month, payment will be made by the last day of the month. Beginning in the 2023-24 school year, due to the short month of February, work performed between February 9<sup>th</sup> and February 24<sup>th</sup>, payment will be made on March 1<sup>st</sup>. For work performed between the 25<sup>th</sup> and the 8<sup>th</sup> day of the month, payment will be made by the 15<sup>th</sup> day of the month. If a regular payday falls on a holiday, employees will be paid on the preceding workday.

VCPS does not permit advances against paychecks. If at any time you believe your paycheck is inaccurate or you have any question or concern relating to your paycheck, please immediately contact the Site Principal.

The Administration will distribute paychecks to those employees not enrolled in direct deposit. Signed, written authorization is required for mail delivery or delivery of a paycheck to a nonemployee.

Any wage order received will be complied with per state and federal law. The Administration will notify any employee subject to a wage order.

## **PAYROLL WITHHOLDINGS**

VCPS complies with all State and Federal laws regarding any and all payroll withholdings including Federal Income Tax, State Income Tax, Social Security (FICA) (except for STRS members) and State Disability Insurance from each employee’s pay as follows:

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

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

**Social Security (FICA):** The Federal Insurance Contribution Act requires that a certain

percentage of employee earnings (except for STRS members) be deducted and forwarded to the federal government, together with an equal amount contributed by the School.

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

STRS and PERS Withholding: This state fund is used for retirement benefits and will be noted on each paycheck.

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions or if you believe that an improper deduction has been made, contact your Site Principal.

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 Principal. The office maintains a supply of these forms.

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

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W2 shows Social Security information, taxes withheld and total wages.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made. VCPS does not tolerate any retaliation against those who make such reports.

## **OVERTIME, NON-EXEMPT EMPLOYEES**

Employees will be paid for their hours worked in accordance with all legal requirements.

Non-exempt employees will be paid one and one-half times their regular rate of pay for hours worked in excess of eight (8) hours in a work day or forty (40) hours in a work week and for the first eight (8) hours worked on the seventh (7<sup>th</sup>) consecutive day worked in a work week. Nonexempt employees will be paid two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a work day and in excess of eight (8) hours worked on the seventh (7<sup>th</sup>) consecutive day worked in a work week. Overtime pay is based on actual hours worked. Paid time off as defined herein does not count as "hours worked" for overtime purposes.

Non-exempt employees must obtain prior written authorization from a supervisor for any and all overtime hours. Overtime is not at the employee's discretion. Non-exempt employees are not to work before, beyond or outside their normal working hours without such prior written approval. Employees who fail to work scheduled overtime or who work overtime without prior written authorization from a supervisor may be subject to disciplinary action, up to and including termination of employment.

## **REIMBURSEMENT OF EXPENSES**

Employees who are required to incur necessary expenses as a consequence of their work will be reimbursed for such expenses, upon timely submission of receipts and a request for reimbursement. All Employees must receive prior written authorization from a site Principal and approval from the Superintendent, if necessary and in accordance with school policy before incurring the expense.

Employees are generally not required to carry a cell phone or other mobile communication device to use for work-related purposes. However, if per specific direction of the Superintendent, or Principal (with the directive coming from the Superintendent) an employee is asked to carry such a device and use of the device is required for necessary business communications, per prior written permission/approval, VCPS may reimburse for the costs of such necessary use upon proof of payment by the employee of the service provider's statement.

## **PERSONNEL RECORDS**

Within 30 days of receipt of a written request, an employee or his/her designated representative shall be provided access to his/her personnel file in the presence of a VCPS representative at a mutually convenient time. You will also be given a copy of your personnel file upon written request, subject to limitations allowable by law, provided you reimburse VCPS for the cost of copying. You may add your version of any disputed item to the file.

Personnel files are the property of VCPS and may not be removed from the Company's premises without written authorization approved by the Superintendent. Your record of employment and your personnel file are maintained and updated by VCPS. Information in an employee's file is confidential and will not be released to anyone outside VCPS except: (1) when authorized by the employee in writing, (2) in a legal proceeding in which the employee and VCPS are parties, or (3) as otherwise permitted or required by law.

VCPS will attempt to restrict disclosure of each employee personnel file to authorized individuals within VCPS. Requests for information from personnel files must be directed to a site Principal and the Superintendent. Only the Superintendent is authorized to approve the

release of information about current or former employees.

## **EMPLOYEE REFERENCES**

All requests for verification of employment are to be directed to and completed by VCPS' Business & HR Manager. All reference checks for current and former VCPS employees must be completed by or responded to by the Principal, Assistant Superintendent, Superintendent, or the former employee's direct supervisor. Letters of recommendations for current and former VCPS employees may not include VCPS letterhead on letters of recommendation, unless approved by the Superintendent, with the exception of letters of recommendation from Assistant Principals, Principals, Assistant Superintendent, and Superintendent.

## **ACCURACY OF EMPLOYMENT APPLICATIONS AND WORK-RELATED DOCUMENTS**

VCPS relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and during employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in VCPS' exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

## **PERFORMANCE REVIEWS**

To the extent possible, employees will receive periodic performance reviews. The reviews generally are conducted annually. However, the frequency of performance evaluations may vary depending upon your length of service, job position, past performance, changes in job duties or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude and your attitude toward others. The performance evaluation should help you become aware of your progress and areas for improvement. After your review you will be required to sign the evaluation report to acknowledge that it has been presented to you and discussed with you by your supervisor, and that you are aware of its contents.

You should note that a good performance evaluation does not guarantee a pay raise, because pay increases may not occur every year, nor is a good performance evaluation or a pay raise (or any other compensation or incentive) a promise of continued employment. Your employment at VCPS is expressly at the will of you and VCPS. Either you or VCPS may terminate the employment relationship with or without cause and with or without notice at any time. Nothing in this policy alters at-will employment.



## **EMPLOYMENT OF RELATIVES AND OTHER PERSONAL RELATIONSHIPS**

Qualified relatives of employees and parents of students may be eligible for employment with VCPS only if the individuals involved do not work in job positions in which a conflict of interest could arise. Vista Charter Public Schools retains the discretion to evaluate each relationship relative to its potential conflict, but the following situations will not be permissible under any circumstances: (1) where the individuals involved work in a direct managerial relationship, (2) where one of the individuals is in a position in a Human Resource capacity, which has responsibility relating to the employment of the other individual, or (3) where the individuals involved are situated in the organizational structure such that a natural line of progression will result in a direct managerial relationship. "Relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws and step-relatives. Present employees who marry will be permitted to continue working in the job position held only if they do not work in positions as noted above. If employees who marry do work in a direct supervisory relationship with one another, VCPS will attempt to reassign one of the employees to another position for which he or she is qualified, if such a position is available. If no such position is available, then one of the employees will be required to leave VCPS. The decision as to who shall leave will be made by the spouse employees, subject to the approval and discretion of VCPS. Even if employees are in a personal relationship that falls outside of the above categories and creates no obvious conflict of interest, VCPS still may require the employees to sign a memorandum confirming that the relationship is consensual and that nothing has been promised or received in exchange for the relationship.

The Company does not in general seek to monitor or involve itself in employees' personal lives or other activities, and VCPS respects everyone's privacy. However, VCPS requires that employees refrain from off-the-job activities that are damaging to the Company or that create a real or potential conflict of interest.

## **EMPLOYEE CONDUCT AND WORK RULES**

To ensure orderly operations and provide the best possible work environment, the Company expects employees to follow rules of conduct that will protect the interests and safety of all employees and the Company.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The performance standards listed below, and others which may be established from time to time obviously are not all-inclusive, but merely indicate some of the types of actions that are unacceptable in the workplace. These performance standards are merely examples of the types of misconduct for which employees may be disciplined or dismissed. By providing these examples, the Company in no way restricts its legal discretion to discipline employees or terminate the employment relationship at will. Unacceptable conduct not specifically listed may, nonetheless, result in disciplinary action, up to and including discharge. If you need

clarification of a specific issue related to these standards, you should seek clarification from the site Principal or the Superintendent.

Employees should understand that discipline is directed at the specific act, not the individual. Employees should be aware that engaging in the following actions or violating other Company rules while on Company property or during the performance of their duties will subject an employee to disciplinary action, up to and including suspension or immediate termination:

1. Physical contact with students;
2. Being with student(s) outside of the workplace for unrelated VCPS activities – this includes transporting students to and from school or permitting students in an employee’s home;
3. Making or participating with others making sexually related comments, including but not limited to jokes or comments referencing sex, intimating sex or double entendres;
4. Discussing personal matters with students;
5. Remarking on a student’s physical, psychological, emotional or educational development outside the context of a parent/teacher conference or scheduled IEP/504 meeting; and
6. Unexcused absence and/or Tardy
7. Release of Confidential information
8. Violation of Company rules, policies, or practices as set forth in this handbook or elsewhere.
9. Making or knowingly using a falsified document (e.g., time card, delivery receipt, etc.) or the filing of a fraudulent document or claim for benefits.
10. Falsification, fraud or omission of pertinent information when applying for a position.
11. Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record.
12. Abuse of sick leave
13. Sleeping or malingering while at work

14. Failure to keep a required license, certification or permit current and in good standing.
15. Possession, distribution, sale, transfer, use, or working under the influence of alcohol or illegal drugs on Company property, or while on duty, or while operating Company vehicles or equipment.
16. Fighting or threatening violence or bodily injury to another in the workplace.
17. Negligence or improper conduct leading to damage or loss of Company property or the property of other employees.
18. Insubordination.
19. Violation of the Company's Policy Against Sexual and Other Workplace Harassment.
20. Possession of dangerous or unauthorized materials, such as explosives or firearms or other weapons, on Company property or while on duty.
21. Excessive absenteeism or tardiness (excluding legally-protected absences or tardiness) or any absence without appropriate notice, subject to legally-required exceptions.
22. Giving, selling, publishing or assisting in the giving, selling or publishing, or otherwise disclosing any confidential, proprietary or trade secret information of the Company.
23. Unsatisfactory performance or conduct, specifically including mistreating students.
24. Failure to cooperate fully or provide truthful information in a Company investigation.
25. Dishonesty.
26. The theft of or willful destruction of Corporation property or the property of another person.

27. Misuse of VCPS property or funds.
28. Acts of discrimination or illegal harassment based on gender, ethnicity or any other basis protected by state or federal law.
29. Conducting personal business while on duty.
30. Failure to observe safety rules as posted and common sense safety in the operation of equipment and general performance of duties, including failure to observe OSHA, Cal/OSHA, or other local, state, or federal regulations.
31. Any willful act that could or does endanger the safety, health or well-being of another individual, including horseplay.
32. Any act that causes the disruption of school business.
33. Any act that could harm the reputation of the Corporation.
34. Violations of state, federal or local laws which may affect the corporation, school and/or your employment with the corporation, school.
35. Theft of company money, properties, or supplies.
36. Unauthorized overtime.
37. Unauthorized use of School equipment, materials, time or property.
38. Not showing up for a scheduled shift or walking out on a shift, subject to legally required exceptions.
39. Failure to report any accidents occurring on Company premises to management immediately.
40. Giving personal or intimate gifts to students;
41. Kissing of any kind;
42. Being alone with students with the door closed;
43. Remarking on a student's physical, psychological, emotional, sexual, gender or educational development outside the context of a parent/teacher conference or scheduled IEP/504 meeting

49. Engaging in text, email or written correspondence to/from students in a manner not permitted: (permissible contact is only to answer questions regarding homework, or when on a field trip in case of emergency).
50. Use for personal gain any and all intellectual property developed by or for the Corporation, any and all proprietary materials, information, documents, including but not limited to works of policies, procedures, charter petition(s), memoranda, works of authorship, writings, graphic designs, computer programs, inventions (whether tangible or intangible) trademarks, and any other documentation or materials utilized by, related to and for the operation and/or purpose of VCPS.

Please remember that employment with the Company is at the mutual consent of the Company and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice. Nothing in this policy should be construed to limit employees' rights to discuss their wages, hours or working conditions, or otherwise engage in protected concerted activity under Section 7 of the National Labor Relations Act. Any question regarding these and other rules should be discussed with your appropriate supervisor, the site Principal or the Superintendent.

### **CORRECTIVE ACTION**

When an employee's work performance or behavior falls below Company standards, VCPS may take corrective action to address the issue as it deems appropriate under the circumstances. Corrective action may include, but is not limited to, verbal counseling, written warnings, suspension, or termination of employment, without prior notice, depending on the situation. Management retains the right to apply whatever corrective action procedure it deems appropriate under the circumstances, including immediate termination. Nothing in this policy constitutes a contract of employment based on any specified conditions, implied or otherwise, and in no way alters the Company's policy of at-will employment.

### **PUNCTUALITY, ATTENDANCE, AND WORK ASSIGNMENTS**

You will be advised when your work schedules are posted and it is your responsibility to know your schedule and to report ready for work on time. Employees are expected to be punctual and regular in attendance. Employees are expected to report to work as scheduled, no less than fifteen (15) minutes prior to the start of the school day, on time and prepared to start work at the beginning of their shifts and at the end of lunch and break periods. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Company business. Late arrival, early departure or other absences from scheduled hours are disruptive and should be avoided. Punctuality is considered

an essential function of your position. If you find it necessary to be absent or late, you are expected to arrange it in advance with the Principal.

Absent extenuating circumstances or a medical provider's order excusing you from work for a period of time, you must call in on any day you are scheduled to work and will not report to work. The School understands that in some cases, advance notice is not possible. In these cases, notify the Principal personally at the earliest possible moment. If requested, you must provide verification of the reason for your absence. If you are a teacher you are responsible for notifying the Principal of your need for a qualified substitute to cover your classroom in your absence. If you are absent from work more than one (1) full work day, you are required to advise the Principal of the circumstances and your expected return date.

Non-exempt employees are not permitted to work beyond their normal work schedule without the express prior approval of their supervisor.

Absence is defined as any time an employee is scheduled to work and does not report for work. This includes any day not at work during the normal workweek, or on a scheduled overtime day. This does not include approved time off such as approved vacation, Company holidays, approved leaves of absence, or jury duty.

Tardiness is defined as when an employee fails to work the regularly scheduled workday, unless otherwise directed by a supervisor. This includes arriving at work after starting time, returning late from lunch or break periods, not being properly dressed and ready for work, or leaving work before the end of the workday.

**Reporting Absenteeism Or Tardiness.** If you will be absent from or tardy for work for any reason, you must call your supervisor two (2) hours before the beginning of your scheduled shift to provide: (1) an explanation for the absence, and (2) a date/time when you will report to work. Obviously, if you know of a required absence from work in advance, you must inform your supervisor as far in advance as possible, so that the supervisor can adjust the work schedule accordingly. If an absence is to exceed one (1) day, you must provide your supervisor with an update at the beginning of each day of the absence, until a return-to-work date has been established. Tardiness is defined as habitually arriving to work later than your scheduled arrival time. Three (3) tardies and/or unexcused early leaves (leaving work earlier than your scheduled leave time without prior approval) will constitute one (1) absence for the purpose of disciplinary action.

If you must leave work early because of illness or other unavoidable reasons, you must personally notify your supervisor and obtain approval before departure.

Excessive absenteeism or tardiness (whether paid or not) and/or failure to properly notify your supervisor may result in disciplinary action, up to and including suspension and or discharge of

employment. Employees will not be subject to discipline for legally protected absences.

If the employee fails to report for work without any notification to the employee's supervisor and the employee's absence continues for a period of three (3) days, the Company may consider that the employee has abandoned his or her employment and has voluntarily resigned, subject to legally-protected exceptions.

## **MANDATORY TRAININGS AND MEETINGS**

All mandatory trainings, lectures and meetings will be identified as such. The School will not pay part-time employees for attendance at voluntary trainings, but will pay for attendance at mandatory trainings, lectures or meetings outside regular working hours, for those trainings, lectures or meetings which are not directly related to your specific job, not required for you to perform your job, nor did you perform any productive work while in attendance.

At minimum, employees must complete the following trainings either prior to beginning work:

- Bloodborne Pathogens
- Active Shooter
- Integrated Pest Management (IPM)
- Sexual Harassment and Discrimination for Employees
- Suicide Prevention
- Mandated Reporting for Child Abuse
- Sexual Harassment and Discrimination for Supervisors (Admin Only)
- Driver Safety (for Bus and Van Drivers Only)

If you are unsure about the characterization of an offered training, lecture or meeting, please contact your Site Principal before attending.

All part-time employees must accurately maintain time keeping records for attendance at all mandatory trainings, lectures and meetings outside of regular working hours.

## **NO SOLICITATION**

Solicitation or distribution of literature by persons not employed by the Company is prohibited at all times on Company property. You may not solicit your co-workers or distribute literature for any purpose during working time. Working time includes the working time of the co-worker doing the soliciting or distributing and the co-worker to whom the soliciting or distributing is being directed, but does not include meal periods, scheduled breaks, times before or after a shift, sending of email while not on duty, or other times when co-workers are properly not performing their job duties. Distribution of hard copy literature in work areas is prohibited at all times.

## **CONFIDENTIAL INFORMATION**

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all parent and student information (including contact information), parent and student lists, lesson plans, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract price, new products, software, computer programs, writings and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal private information about other employees and personnel matters are also confidential, if learned as part of the employee's job performance.



As part of their jobs, some employees may have access to “confidential information” regarding such things as the Corporation’s customers, vendors, computer programs and data processing, pricing, business and marketing plans and strategies, product designs, construction methods, and other non-public proprietary business information or trade secrets. Revealing all or any part of this type of “confidential information” may result in financial loss to the Corporation. Revealing all or any part of this type of “confidential information” may result in legal liability to the Corporation. It is each employee’s responsibility to never reveal or give out this type of confidential Corporation information in any form. No pictures or video footage of any protectable trade secrets or the type of “confidential information” described herein may be made.

An employee shall not directly, or indirectly disclose or use any of the foregoing information other than for the sole benefit of the School, either during the term of your employment or at any time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information shall be returned to the School during extended leaves of absence or upon termination or resignation of employment.

The School’s confidential information includes contact information for students, parents, and/or Board members. Such information obtained through the course and scope of your employment with the School belongs to the School and can only be used for authorized purposes and not for personal gain.

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

Although some written and electronic materials owned by the School may be considered to be public records, employees must refer any person seeking School records or information to the Administration for handling. The Administration will seek advice from legal counsel any time public records are requested.

When employees are in doubt regarding the handling of any information, they should discuss it with their manager. The disclosure by any employee of the type of protected “confidential information” referenced above may result in disciplinary action up to and including termination of employment. However, for purposes of this policy, “confidential information” does not include wages, hours, benefits, or other terms and conditions of employment, or an employee’s own personnel information. Further, this policy does not prohibit employees from discussing their own personnel information with one another or with a government agency.

## **CONFIDENTIALITY OF EMPLOYEE MEDICAL INFORMATION**

Employees have a legally protected privacy interest in their confidential medical information. The Company may, from time to time, receive medical information concerning employees, either in connection with medical certification for a leave of absence or accommodation request, or otherwise. The Company has developed procedures to ensure the confidentiality of employee medical information and protect it from unauthorized use and disclosure. These procedures include instruction to employees, supervisors and agents that come in contact with employee medical information about the confidentiality of such information, and security systems restricting access to files containing medical information of employees.

Medical information of Company employees shall not be used or disclosed unless the person to whom the information pertains has signed an authorization for its use or disclosure, **except** that the medical information may be disclosed if: (1) it is used in the administration of the Company's employee benefit plans, for workers' compensation purposes, or for determining the patient's eligibility for paid and unpaid leaves from work for medical reasons, (2) it is needed by a healthcare provider to diagnose or treat the employee and the employee is unable to authorize the disclosure, (3) the employee has placed the information in issue in a lawsuit, arbitration, grievance or other proceeding between the Company and the employee, or (4) the Company is required to disclose it by law.

Any Company supervisor who receives medical information of any kind about an employee, including information obtained in connection with an employee's absence from work or request for a leave of absence, must disclose such information immediately to the Superintendent, and only to the Superintendent. In order to assure confidentiality, it is recommended the information be communicated to the Superintendent in a face-to-face communication, by telephone from a secure, private location, or if in writing, the writing must be placed in a sealed envelope delivered directly to the Superintendent. Confidential medical information should not be transmitted by email.

### **Technology and Internet Use Policies**

The Company's Technology and Internet Use Policies, Social Media Policies and Technology Procedures provides you with requirements and guidance regarding using VCPS e-mail, telephone, voicemail, fax, the Internet and other Company technology systems.

The Company's e-mail, telephone, voicemail, fax, Internet and technology systems belong to the Company, and the Company reserves the right to monitor and examine all communications over these systems at its discretion. Accordingly, no employee should have any expectation of privacy as to his or her Internet or technology systems usage and should not use these systems for information they wish to keep private. These systems should be used primarily for Company-related business. Occasional personal use of e-mail, voicemail, fax and the Internet is

acceptable, but should be done using good judgment and with the recognition that these systems are provided in order to conduct business. Federal and State law and Company policies regarding intellectual property, misuse of Company property, discrimination, harassment, sexual harassment, information and data security and confidentiality apply to the use of all VCPS technology systems.

## **Computer Usage / Internet and Technology Systems**

Each full time exempt employee receives a laptop computer for use in carrying out day to-day functions such as lesson planning, email, enhancing classroom instruction, and using school provided software for administrative duties (i.e. tracking attendance, logging grades, posting comments, etc.). Laptops that are issued upon hire must be returned to VCPS upon resignation or termination. Employee-issued laptops are property of the School. Employees are required to treat their laptops with great care. Laptops may never be left unattended or in unlocked classrooms. Employees are required to secure their laptops in a locked cabinet or drawer or bring their laptop computers home with them each night.

Upon termination of employment, employees understand and agree that they must promptly return their school-issued laptop to the school. Employees are responsible for reimbursing the school for the cost of lost or damaged laptops when the loss or damage is due to a violation of this policy or the willful misconduct or negligence of the employee.

Employees acknowledge and understand that the School is the owner of the laptop and of all information contained on the laptop. Employees are discouraged from keeping personal information on their school-issued laptops or using the laptops for personal use. There should be no expectation of privacy with regard to a school-issued laptop and employees must return his or her laptop upon request by the School and at the end of each school year for regular maintenance.

Employees are not allowed to use Company property or equipment to:

- Violate copyright laws by downloading, installing or using unlicensed software or by transmitting copyrighted materials belonging to entities other than VCPS. Failure to observe copyright or license agreements may result in disciplinary action from the Company or legal action by a copyright owner;
- Hack or attempt to hack into other networks including: attempting to gain access to restricted resources inside or outside the Company's network;
- Use the Internet in such a way that it disrupts the operation of the Company network or the networks of other users;

- Share personal files to the Internet; and
- Use the Internet or technology systems to send messages with derogatory or inflammatory remarks about an individual or group's age, disability, gender, race, religion, national origin, physical attributes, sexual preference or any other classification protected by federal, state or local law.

Use the internet or technology for personal gain or personal business or for the purpose of removing any intellectual property developed by or for the Corporation, any proprietary materials, information, documents, including but not limited to works of policies, procedures, charter petition(s), memoranda, works of authorship, writings, graphic designs, computer programs, inventions (whether tangible or intangible) trademarks, and any other documentation or materials utilized by, related to and for the operation and/or purpose of VCPS. VCPS reserves the right to inspect any and all files stored in all areas of the Company's network, including those assigned to individual employees, and those stored on any Company computer, in order to assure compliance with this and other Company policies.

Any individual who has a password or code of any kind used to access any Company owned computer, system, or device must advise the Manager of Information Technology ("IT") in writing of that password or code. If an employee changes a password or code used to access any Company-owned computer, system, or device, he or she must advise the Manager of IT of the change within eight (8) hours of making such change.

Access to all areas of the Internet is allowed from within VCPS. However, VCPS reserves the right to control access to any non-business-related Internet service, if necessary, to control bandwidth. Efforts will be made to provide access to all Internet services; however, nonbusiness related Internet services may be blocked, possibly without notice, if necessary.

## **BLOGGING AND SOCIAL NETWORKING**

Employees who maintain personal blogs (i.e. web sites that contain online personal journals with the writer's reflections and comments including Facebook, Twitter, LinkedIn, and other similar social networking interfaces) or who post messages on the blogs of others are legally responsible for anything they post. This includes blogging about VCPS, its business, employees, and associates. Employees who blog should think carefully before blogging about VCPS and should avoid comments that violate Company policies, including the Policy Against Sexual and Other Workplace Harassment, or that are false, malicious, obscene, or that might reveal confidential, proprietary, or trade secret information. Employees are prohibited from posting photos, videos or any information about VCPS students on any social media site or application without obtaining the requisite legal permissions. Nothing in this policy should be construed to limit employees' rights to discuss their wages, hours or working conditions, or otherwise

engage in protected concerted activities under Section 7 of the National Labor Relations Act.

Employees may not engage in personal social media activities during working hours. Do not use your VCPS email address or register on social media websites, blogs, or other online tools for personal use.

Do not hold yourself out as a spokesperson for Vista Charter Public Schools. Only those employees who have been specifically authorized to speak on behalf of the Company are permitted to do so. If you publish social media content related to your work at the Company or subjects associated with VCPS, please ensure it is clear that you are not speaking on behalf of VCPS and that your views do not represent those of VCPS, fellow employees, customers, suppliers, or other people working on behalf of VCPS. We recommend using a disclaimer such as: "The postings on this site are my own and do not necessarily reflect the views of Vista Charter Public Schools."

## **MEDIA POLICY**

We strive to build and protect the reputation of this growing organization. As such, to ensure the accuracy and consistency of information disseminated to media sources, the following policy shall be enforced:

All media contacts are to be handled by the Superintendent, or Designee, President of the Board of Directors or legal counsel, regardless of the identity of the media representative or the publication he or she represents.

All press releases or other promotional materials are to be approved by the Superintendent prior to dissemination.

## **EMPLOYEE TELEPHONE CALLS**

Telephone calls made during working hours should pertain to VCPS business only. Employees are asked to keep phone conversations to a minimum out of consideration for others. VCPS encourages you to use school phones to communicate with parents and for other necessary school business. However, please inform the office if you are making school-related long distance calls.

Personal calls are discouraged during working time, except in the case of extreme emergencies. Messages from family members and for appointments will be recorded and placed in your box unless we are advised that an emergency situation exists. Please limit the number of personal calls made to you. Generally, employees should wait to make personal calls until they are on a break or off duty. Use of cell phones, including texting, blogging, checking email, etc., during class time is not permitted.

## **TIME AWAY FROM WORK**

### **SICK TIME**

Paid Sick Leave (“PSL”) is available to employees in varying amounts in consideration of unexpected incapacitation due to illness or injury. Time off for medical and dental appointments will be treated as sick leave. Paid Sick Leave can be used for Personal Necessity with the approval of the Principal. VCPS will not tolerate abuse or misuse of sick leave.

All returning Full-Time employees will receive a grant of 10 days (80 hours) of paid sick leave on the first day of each school year. New Full-Time employees will accrue 1 day (8 hours) of paid sick leave during each month worked throughout their first school year with VCPS. Returning Part-Time Employees will receive a grant of 40 hours of paid sick leave on the first day of each school year. New Part-Time employees will accrue 4 hours of paid sick leave during each month worked throughout their first school year with VCPS. If an employee is transferred from part-time to full-time in the middle of the school year, the employee will receive a prorated amount of paid sick leave equivalent to the remaining percentage of their contracted work year. The minimum amount of prorated paid sick leave an employee shall receive is 5 days (40 hours).

Full time and part time employees may begin using sick leave after their 90th day of employment, unless prior approval is received by their administrator, in increments as little as 1 hour and as much as a full work day, based on the length of the scheduled time that was missed. Unused sick leave will not carry over into the following year. Accrued but unused sick leave will only be paid out in the final paycheck of the school year to employees who are employed during that entire school year. Employees leaving employment during the school year will not receive payment for any accrued but unused sick leave.

Requests for sick leave may be made verbally or in writing to the Site Principal or applicable direct supervisor using Bamboo HR.

Sick leave is used for the following purposes, upon oral or written request of an employee:

- Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or his/her family member, which is [defined as a child [including biological, adopted, foster child, stepchild, legal ward or child to whom the employee stands in loco parentis], parent, which is defined as a biological, (adoptive, foster parent, stepparents, and legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, s included), spouse or , registered domestic partner, grandparent, grandchild, and sibling and designated person.]
- A designated person is someone “identified by the employee at the time the employee requests paid sick days.” (Lab. Code sec 245.5(c)(8)). Employees are limited to one designated person per twelve month period for paid sick leave purposes.

- For an employee who is a victim of domestic violence, sexual assault, or stalking and for the purposes described in Labor Code sections 230(c) and 230.1(a) relating to obtaining relief therefore.

If the need for PSL is foreseeable, an employee must provide reasonable advance notice. If PSL is not foreseeable, the employee must provide notice as soon as is practicable. PSL requested on days preceding or following a weekend or holiday, or days which fall during CAASPP testing will be scrutinized. Reasonable advance notice for foreseeable sick leave is no less than 48-hours. As soon as is practicable notice for unforeseeable sick leave is no later than 6:00 a.m. Employees may request and use sick leave under this policy without fear of retaliation or discrimination, which Corporation policy prohibits.

## **HOLIDAYS**

The following are recognized Holidays:

- 1. Christmas**
- 2. New Year Eve**
- 3. New Year's Day**
- 4. Martin Luther King Jr. Day**
- 5. Presidents' Day**
- 6. Memorial Day**
- 7. Independence Day – Fourth of July**
- 8. Labor Day**
- 9. Veterans Day**
- 10. Thanksgiving Day**
- 11. The Friday after Thanksgiving**
- 12. Juneteenth**

Employees will not be required to work during these Holidays as identified in the School Calendar.

## **FAMILY AND MEDICAL LEAVE**

Pursuant to the Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), eligible employees may take an unpaid family or medical leave of absence (“Family/Medical Leave”) of up to 12 weeks in a 12-month period. The 12-month period is measured backward from the date you take any FMLA and/or CFRA leave. Eligible employees may take up to twenty-six (26) weeks of FMLA leave in a single 12-month period for Military Caregiver Leave, as described below.

Any leave taken pursuant to this policy, other Company policies, or law which qualifies as leave under the FMLA and/or the CFRA will be counted against the employee’s available leave under the applicable Company policy(s) and law, as well as the available leave under the FMLA and/or the CFRA, to the extent permitted by applicable law.

### **Eligibility**

To be eligible for a Family/Medical Leave, you must: (1) have worked for the Company for at least 12 months, (2) have worked at least 1,250 hours during the 12 months before the leave is to begin, and (3) work at a location with at least 50 employees within 75 miles of your worksite. “Hours worked” means actual hours worked and generally does not include paid or unpaid time off.

The Company may provide Family/Medical Leave to employees who work at a location with less than 50 employees within 75 miles, provided they meet the other leave eligibility requirements, even though they are not eligible for leave under the FMLA or CFRA, based upon the needs of



the Company.

## Reasons For Leave

If eligible, you may take Family/Medical Leave for any of the following reasons:

- **Birth/Placement.** The birth of your child, or the placement of a child with you for adoption or foster care.
- **Bonding.** Bonding with a newborn, an adopted child or a child placed in foster care.
- **Family Care.** Care for a family member with a serious health condition (FMLA defines a family member as a parent, child or spouse; CFRA defines a family member as a parent, child, grandparent, grandchild, sibling [sibling is defined as “a person related to another person by blood, adoption, or affinity through a common legal or biological parent”], spouse, registered domestic partner, parent-in-law or a “designated person” [a “designated person” is defined as “any individual related by blood or whose association with the employee is the equivalent of a family relationship”])
- **Employee Medical.** Because of your own serious health condition, which makes you unable to perform one or more essential functions of your job.
- **Qualifying Exigency (covered by FMLA only).** Because of any qualifying exigency as defined in the FMLA final regulations, arising out of the fact that your spouse, parent, or child is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces in a foreign country. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, attending post-deployment reintegration briefings, and other activities associated with the family member’s call or order to service. Contact the Site Principal for additional information regarding what constitutes a qualifying exigency.
- **Military Caregiver (covered by FMLA only).** to care for a covered service member or covered veteran with a serious illness or injury (incurred or aggravated in the line of active duty in the Armed Forces) and who is your parent, child, spouse, or for whom you are next of kin. Such leave may be taken for up to 26 weeks in a single 12-month period, which begins on the first day you take leave for this purpose and ends 12 months after that date. To be considered “next of kin,” you must be the nearest blood relative of the injured service member or veteran (other than the individual’s parent, spouse or child). An eligible employee who takes Military Caregiver Leave may not take more than a combined total of 26 weeks of FMLA Leave in a single 12-month period, including any leave taken for other FMLA-covered reasons. Under such circumstances, only a total of 12 weeks of FMLA Leave in a 12-month period may be taken for reasons other than Military Caregiver

Leave.

The basic minimum duration of Birth/Placement Leave is two weeks, except on two occasions you may request such a leave of less than two weeks' duration, and you must conclude the leave within one year following the child's birth or placement.

You may not be granted a Family/Medical Leave to gain employment or work elsewhere, including self-employment. If you intend to work at a second job during your leave, then you must notify the Company. If you misrepresent facts in order to be granted a Family/Medical Leave, you will be subject to discipline, up to and including immediate termination.

### Designated Persons

Employees can also take protected CFRA leave and Paid Sick Leave to care for a "designated person." A designated person is "any individual related by blood or whose association with the employee is the equivalent of a family relationship." Employees may identify a designated person at the time they request CFRA leave or the Paid Sick Leave days. The employer may limit an employee to one designated person per 12-month period.

### **Additional Leave Available in Connection With Pregnancy Disability Leave**

Leave for your pregnancy-related disability is covered under the FMLA, but not the CFRA. Therefore, if you take a Family/Medical Leave for a pregnancy-related disability, then you may be eligible for up to an additional 12 weeks of Family/Medical Leave in the 12-month period under the CFRA for reasons other than pregnancy-related disability.

The amount of any such available Family/Medical Leave will be reduced by any other CFRA Leave taken during the 12-month period.

### **Notice of Leave**

If the need for leave (other than Qualifying Exigency Leave) is foreseeable, you must give the Company at least thirty (30) days' prior notice, if possible, or as much notice as practicable under the circumstances. For unforeseeable leaves and Qualifying Exigency Leaves, you are expected to notify the Company as soon as practicable. Failure to provide such notice may be grounds for delaying or denying the leave and may result in adverse consequences. In addition, you should comply with the Company's usual call in procedures, absent unusual circumstances.

You should submit a Request for Family/Medical Leave of Absence, which includes the anticipated date(s) and duration of the requested leave.

### **Parental Leave to Bond**

Govt. Code section 12945.6 allows an employee with (1) more than 12 months of service with VCPS; (2) at least 1,250 hours of service with VCPS during the previous 12-month period; and (3) who works at a worksite in which VCPS employs at least 20 employees within 75 miles, to take up to 12 weeks of parental leave to bond with a new child within one-year of the child's birth, adoption, or foster care placement. This leave is in addition to any other leave provided by State or Federal law.

VCPS shall maintain and pay for coverage under a group health plan for any employee who takes this leave. VCPS may recover the cost of the employee's premium for maintaining coverage for the employee under the group health plan, if both of the following conditions occur: (1) The employee fails to return from leave after the period of leave to which the employee is entitled has expired, and (2) The failure of the employee to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

If both parents work for VCPS, the maximum amount of leave that both parents may take for the same birth, adoption, or foster care placement is capped at the maximum amount of leave granted by law (12 weeks). VCPS may but is not required to grant simultaneous leave to both parents, subject to this restriction.

VCPS is prohibited from refusing to hire, or from discharging, fining, suspending, expelling, or discriminating against, an individual for exercising the right to parental leave provided by Govt. Code section 12945.6 or giving information or testimony as to his or her own parental leave, or another person's parental leave, in an inquiry or proceeding related to rights guaranteed under this bill.

## **CFRA BABY BONDING LEAVE**

Employees are eligible for parental leave under the New Parent Leave Act if they:

(1) have worked for their employer at least 12 months, (2) have worked at least 1,250 hours over the past 12 months, and (3) work at a location where the company employs between 20 employees within 75 miles.

An eligible employee may take up to 12 weeks of job-protected parental leave to bond with a new child in the 12 months following the child's birth, adoption, or foster care placement. (Parental leave under the New Parent Leave Act is counted separately from leave taken under California's Pregnancy Disability Leave law, so leave under the New Parent Leave Act is in addition to any time you take off from work for pregnancy or childbirth related health conditions). Employees may take the leave intermittently or all at once. Upon return, an employer must reinstate an employee to his or her same or a comparable position.

If both parents are employed by the same employer, the employer is not required to grant more

than 12 weeks total of bonding leave to the parents. In addition, the employer is not required to, but may, grant simultaneous leave to both employees.

An employer must maintain and pay for coverage under a group health plan for an eligible employee who takes parental leave under the New Parent Leave Act at the same level and under the same conditions that coverage would have been provided if the employee had continued to work. An employer may recover the premium that the employer paid for maintaining coverage for the employee under the group health plan during his or her leave if: (1) the employee fails to return to work after the period of job-protected leave ends; and (2) the failure of the employee to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the

employee.

Employees may use accrued vacation pay, paid sick time, other accrued paid time off, or other paid or unpaid time off negotiated with the employer, during their parental leave. Employees who pay into State Disability (SDI) may apply for partial wage replacement during New Parent Leave Act bonding leave through California's Paid Family Leave program (PFL). Visit: <http://www.edd.ca.gov/>. Otherwise, the leave is unpaid. Check your paystub to see if you pay into State Disability Insurance.

It is unlawful for an employer to interfere with or deny an employee's right to leave or to retaliate or discriminate against an employee for exercising rights under the New Parent Leave Act.

#### *Interactions with PDL/FMLA, CFRA*

After a baby is born, an employee is entitled to additional leave under CFRA for baby bonding. No medical certification is required.

## **LACTATION ACCOMMODATION**

VCPS 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.

VCPS will 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. Such room/location shall not be a bathroom. VCPS shall also provide access to a sink and refrigerator in close proximity to the employee's workspace. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

VCPS is prohibited from discharging, or in any other manner discriminating or retaliating against, an employee for exercising or attempting to exercise lactation accommodation rights. If VCPS has fewer than 50 employees it may seek an exemption from the requirements of these provisions but if such an exemption is obtained VCPS shall still make a reasonable effort to provide a place for an employee to express milk in private.

### **Medical Certification for Employee Medical and Family Care Leaves**

If you are requesting Employee Medical or Family Care Leave, then you and the appropriate health care provider must supply medical certification supporting the need for leave. If the

need for leave is foreseeable, the medical certification should be provided to the Company before the leave begins. If the need for leave is not foreseeable, then the medical certification must be provided within fifteen (15) days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested certification in a timely manner may result in denial or delay of leave or other adverse consequences. The Company also may require medical recertification periodically during the leave and may ask for clarification and authentication of any medical certification submitted. Certification forms are available from the Superintendent.

For Employee Medical Leaves, at its own expense, the Company may require a second medical opinion, and if the first and second opinions differ, may request a third medical opinion. If a third opinion is requested, you and the Company will jointly approve of the health care provider and the third opinion will be binding.

### **Certification for Military Caregiver and Qualifying Exigency Leaves**

If you are requesting Qualifying Exigency or Military Caregiver Leave, you must provide certification of your need for leave. Such certification must be provided to the Superintendent within 15 calendar days after it is requested. Certification forms are available from the Superintendent.

### **Reporting Your Status While On Leave**

During a Family/Medical Leave, you may be required to contact your manager periodically to report on your status and intention to return to work.

### **Leave Is Unpaid/Substitution of Accrued Paid Leave**

Family/Medical Leave generally is unpaid leave. However, if you are taking Employee Medical Leave, then any accrued vacation and sick leave must be used during otherwise unpaid leave. If the leave is for your pregnancy-related disability, then you will not be required to use vacation, but may do so at your option. If unpaid leave is taken for a reason other than Employee Medical, then any available vacation must be used and you have the option of using any available sick leave during a Family Care Leave. In addition, you may be eligible for state disability, workers' compensation, or Paid Family Leave (PFL) insurance benefits through the State of California during all or part of the 12-week leave period. If you are receiving state disability, workers' compensation, or PFL benefits during your Family/Medical Leave, then you will not be required to use vacation during that time, but may elect to do so, although you generally may not receive more than an amount equal to 100% of your salary from a combination of paid time and disability, workers' compensation, or PFL benefits. If you are eligible for PFL benefits, then you will be required to use up to two weeks of accrued vacation

before you will be entitled to receive PFL benefits. The receipt of disability, PFL, or workers' compensation benefits or the substitution of paid leave for unpaid leave time does not extend the maximum Family/Medical Leave period.

## **Medical and Other Benefits**

During an approved Family/Medical Leave, the Company generally will maintain an employee's group health and life insurance benefits as if the employee had continued to be actively employed, up to a total of 12 weeks in a 12-month period, unless (1) it is a Military Caregiver Leave, in which case the employee's group health benefits will continue for up to a total of 26 weeks in a 12-month period; or (2) the leave is for the employee's own pregnancy-related disability, in which case the employee's group health benefits will continue for the employee's entire leave under the Pregnancy Related Disability Leave and Accommodation Policy through the end of the employee's CFRA leave. If an employee takes more Family/Medical leave in a 12-month period than they have medical coverage for as an active employee, then the employee can elect to continue coverage at his/her sole expense for the remainder of the leave. If paid leave is substituted for unpaid Family/Medical Leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. If the leave is unpaid, you must pay your portion of the premiums during the leave. If the Company pays the missed employee premium contributions, you will be required to reimburse the Company for the delinquent payments. If you do not return to work at the end of the leave period, you may be required to reimburse the Company for the cost of the premiums paid by the Company for maintaining coverage during unpaid leave, unless you cannot return to work because of a serious health condition (or serious illness or injury of a covered service member) or other circumstances beyond your control. During Family/Medical Leave, you will not accrue vacation other than during periods in which you are using vacation time.

## **Intermittent and Reduced Schedule Leave**

Employee Medical, Family Care, and Military Caregiver Leaves may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday) if medically necessary. You are required to make a reasonable effort to schedule medical treatment so as not to unduly disrupt Company operations, subject to the appropriate health care provider's approval. In addition, if you are taking intermittent or reduced scheduled leave that is foreseeable based on planned medical treatment, the Company may temporarily transfer you to an available alternative position with equivalent pay and benefits, which better accommodates the recurring leave. If you are certified to take Family/Medical Leave on an intermittent or reduced leave schedule basis, you must advise the Company at the time of the absence if the absence is for your certified Family/Medical Leave reason. Qualifying Exigency Leave also may be taken intermittently or on a reduced schedule. Birth/Placement Leave cannot be taken on a reduced leave schedule without the Company's consent, and as discussed above, there also are restrictions on taking it intermittently.

## **Returning from Leave**

Generally, upon return from Family/Medical Leave, you will be reinstated to the same position or to an equivalent position with equivalent pay, benefits, and other employment terms, subject to any applicable exceptions. In addition, you have no greater rights to reinstatement or to other benefits and conditions of employment than if you had not taken the Family/Medical Leave.

As a condition of returning to work following Employee Medical Leave lasting five (5) or more days, you will be required to provide a health care provider certification verifying your ability to return to work. Employees failing to provide a release to return to work when required to do so will not be permitted to resume work until it is provided.

## **Exemption for Highly Compensated Employees**

Highly compensated “key” employees (i.e., the highest paid 10% of employees employed within a 75-mile radius of a particular location) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial and grievous economic injury to the Company. Employees will be notified if they qualify as a “key” employee, if the Company intends to deny reinstatement, and of their rights in such instances.

## **Legal Compliance**

This policy will be interpreted and applied in accordance with applicable federal, state and local laws, and to the extent that this policy may conflict with those laws, they are controlling over this policy. Further, the Corporation retains all available rights and defenses under applicable law, whether or not specifically set forth in this policy.

## **Additional Information**

Additional information regarding the FMLA is contained in Department of Labor publication WH 1420: <https://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>. Additional information about Family/Medical Leave, including forms, is available from the Principal.

## **California Pregnancy Disability Leave**

Under California law, if you are disabled from working due to pregnancy, childbirth or related medical conditions, you are eligible for an unpaid Pregnancy Disability Leave of Absence when disability is certified by a healthcare provider.

## **Amount of Leave**

The maximum amount of leave which may be taken under this policy is four (4) months from the date of disability. Multiple disability leaves for the same pregnancy will be combined for purposes of calculating the four (4) months.



## **Right to Transfer or Accommodation**

You may be entitled to transfer to a less strenuous or hazardous position, where such transfer is medically advisable because of pregnancy, childbirth, or a related medical condition and can be reasonably accommodated. You also may be entitled to reasonable accommodation for conditions related to pregnancy, childbirth or related medical conditions upon request. A request for reasonable accommodation or transfer must be supported by the written certification of your health care provider that such an accommodation or transfer is medically advisable.

## **Notice of Leave**

If the need for a disability leave or transfer is foreseeable, then you must provide the Company 30 days' advance notice before the leave or transfer is to begin, if possible. In unexpected or unforeseeable situations, you should provide as much notice as is practicable under the circumstances. If you do not provide a reasonable excuse for delayed notice for a foreseeable leave, then the Company may delay the beginning date of the Pregnancy Disability Leave until compliance with these notice requirements has been met.

## **Medical Certification**

A request for leave must be supported by a medical certification from your healthcare provider.

## **Leave is Unpaid**

Pregnancy Disability Leave generally is unpaid. Pregnancy Disability Leave prohibits an employer from requiring an employee to use PTO or vacation during the leave but you may elect to do so. In addition, you may be eligible for state disability benefits during the leave. However, you generally may not receive more than an amount equal to 100% of your salary from a combination of paid time and state disability benefits. The substitution of paid leave time for unpaid leave time and/or the receipt of disability benefits does not extend the maximum four- month disability leave period.

## **Medical and Other Benefits**

During an approved Pregnancy Disability Leave, the Company will maintain your group benefits under the same conditions as if you had continued to be actively employed for a maximum of 4 months. During a Pregnancy Disability Leave, you will not accrue vacation other than during periods in which you are using vacation time.

## **Intermittent or Reduced Schedule Leave**

When medically advisable, a Pregnancy Disability Leave may be taken intermittently or on a reduced leave schedule. If the intermittent or reduced leave schedule is foreseeable due to a planned medical treatment, you may be required to transfer temporarily to an alternative

position with equivalent pay and benefits that better accommodates the intermittent or reduced schedule leave.

## **Returning from Leave**

Generally, upon return from an approved Pregnancy Disability Leave that does not exceed the maximum available leave, you will be reinstated to the same position or a comparable position, subject to any applicable exceptions. However, you have no greater rights to reinstatement or to other benefits and conditions of employment than if you had not taken the Pregnancy Disability Leave.

As a condition of returning from Pregnancy Disability Leave, you must provide the Company with a certification from your health care provider that you are able to resume work.

If you obtain a leave based on false representations regarding the need for a Pregnancy Disability Leave, then you will be considered to have voluntarily resigned.

## **Legal Compliance**

This policy will be interpreted and applied in accordance with applicable federal, state and local laws, and to the extent that this policy may conflict with those laws, they are controlling over this policy. Further, the Corporation retains all available rights and defenses under applicable law, whether or not specifically set forth in this policy.

## **Paid Family Leave**

In 2002, Senate Bill 1661 was signed into law by Governor Gray Davis, creating the first Paid Family Leave program in the nation. California's Paid Family Leave leverages the financing structure of State Disability Insurance to provide up to six weeks of benefits to covered workers who need time off to care for a seriously ill family member or to bond with a new child.

Employees may apply with the Employment Development Department. Employees may be eligible for up to 6 weeks of Paid Family Leave benefits within a 12-month period. The six weeks of benefits can be paid consecutively or may be split up while the employee is working part-time or intermittently as a result of their family leave.

Paid family leave benefits are being expanded to up to 8 weeks if the leave starts on or after July 1, 2020.

### **NEW PARENT LEAVE ACT**

Employees are eligible for parental leave under the New Parent Leave Act if they: (1) have worked for their employer at least 12 months, (2) have worked at least 1,250 hours over the past 12 months, and (3) work at a location where the company employs between 20 – 49 employees

within 75 miles.

An eligible employee may take up to 12 weeks of job-protected parental leave to bond with a new child in the 12 months following the child's birth, adoption, or foster care placement. (Parental leave under the New Parent Leave Act is counted separately from leave taken under California's Pregnancy Disability Leave law, so leave under the New Parent Leave Act is in addition to any time you take off from work for pregnancy or childbirth related health conditions). Employees may take the leave intermittently or all at once. Upon return, an employer must reinstate an employee to his or her same or a comparable position.

If both parents are employed by the same employer, the employer is not required to grant more than 12 weeks total of bonding leave to the parents. In addition, the employer is not required to, but may, grant simultaneous leave to both employees.

An employer must maintain and pay for coverage under a group health plan for an eligible employee who takes parental leave under the New Parent Leave Act at the same level and under the same conditions that coverage would have been provided if the employee had continued to work. An employer may recover the premium that the employer paid for maintaining coverage for the employee under the group health plan during his or her leave if:

(1) the employee fails to return to work after the period of job-protected leave ends; and (2) the failure of the employee to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

Employees may use accrued vacation pay, paid sick time, other accrued paid time off, or other paid or unpaid time off negotiated with the employer, during their parental leave. Employees who pay into State Disability (SDI) may apply for partial wage replacement during New Parent Leave Act bonding leave through California's Paid Family Leave program (PFL). Visit: <http://www.edd.ca.gov/>. Otherwise, the leave is unpaid. Check your paystub to see if you pay into State Disability Insurance.

It is unlawful for an employer to interfere with or deny an employee's right to leave or to retaliate or discriminate against an employee for exercising rights under the New Parent Leave Act.

#### Interactions with FMLA, CFRA

The New Parent Leave Act says that Parental Leave is available only to employees who are not subject to both FMLA and CFRA. That means if an employee is eligible for baby-bonding leave under FMLA/CFRA, that employee is not eligible for leave under the New Parent Leave Act. Employees can be eligible for either Parental Leave or FMLA/CFRA leave—not both.

#### **REPRODUCTIVE LOSS**

Eligible employees may take leave for a reproductive loss based on qualifying events and have been working for the school for at least 30 days prior to the leave's commencement.

Eligible employees may take up to 5 days when they suffer a reproductive loss event, which is the day, or the final day for a multiple day event, of the following:

- Failed adoption
- Failed surrogacy
- Miscarriage
- Stillbirth
- Unsuccessful assisted reproduction

The five days of loss leave may be nonconsecutive. If an employee experiences more than one reproductive loss event within a 12 month period, an employee can receive another five days of leave, but reproductive loss leave is capped at 20 days within any 12 month period.

Reproductive loss leave must be taken within 3 months of a qualifying event; however, if prior to or immediately following a reproductive loss event, an employee is on or chooses to go on leave under California's pregnancy disability law, the California Family Rights Act, or any other leave provided by state or federal law, then the employee may complete their reproductive loss leave within 3 months of the end of the other leave.

## **BEREAVEMENT LEAVE**

All employees shall be granted paid bereavement leave for the first three (3) working days he or she is absent due to the death of an immediate family member. The three (3) days of paid bereavement leave is paid at the employee's base pay rate at the time the leave is taken. Employees will be granted two (2) additional days of bereavement leave per AB 1949 as well, but any days beyond three days shall be unpaid but employees may use banked sick pay and/or PTO, if eligible.

Covered family members include a spouse, child, parent, sibling, grandparent, grandchild, state-registered domestic partner, and parent-in-law – using the same definitions as the California Family Rights Act (CFRA) for family and medical leave. Bereavement leave does not count against an employee's 12 workweeks of available CFRA leave each year.

Employees may be granted bereavement leave for as many as five consecutive days to arrange and attend the funeral of the employee's immediate family as defined above. Three days shall be paid; any days beyond three days shall be unpaid but employees may use banked sick pay and/or PTO, if eligible. Paid bereavement leave days will be made over and above vacation and sick pay allotments. If any employee requires more than the approved days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued vacation time, which may be granted in the sole discretion of the School.

Bereavement leave is provided per covered immediate family member, or per occurrence. Bereavement leave can be taken intermittently and does not need to be consecutive, (e.g., two days off after the death of the immediate family member, then three days off a couple of weeks later for a memorial service). Bereavement leave must be taken within ninety (90) calendar days following the death of an immediate family member.

To be eligible for this leave, an employee must be employed for thirty (30) days before the commencement of the leave.

Bereavement leave does not count against an employee's 12 workweeks of available CFRA leave each year.

Employees must provide certification of the need for bereavement leave within 30 days of the first day of leave or else the leave will be considered unpaid days. Acceptable documentation includes "a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency."

## **MILITARY LEAVE**

The Company will comply with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA) and all applicable state laws regulating absence from work for military service. USERRA protects job rights and benefits for veterans and members of the reserves. USERRA prohibits discrimination against employees and provides reemployment protection and other benefits for veterans and employees who perform military service. Different issues may arise concerning employee rights during military leave. As military leave situations arise, employees should consult with the Administration for current and complete details regarding their military leave rights.

## **FAMILY MILITARY LEAVE**

An eligible employee whose spouse is a military serviceman or servicewoman deployed during a period of military conflict may request up to ten (10) days of unpaid leave during the period the military spouse is on leave from deployment.

To be eligible for such leave, an employee must work an average of twenty (20) or more hours per week and the employee's spouse must be a qualified member of the United States Armed Forces, National Guard or Reserves deployed during a period of military conflict. The employee also must provide notice of intention to take family military leave within two (2) business days of receiving official notice that the employee's spouse will be on leave from deployment and documentation certifying that the employee's spouse will be on leave from deployment during the time the employee requests leave. The leave is unpaid unless the employee elects to use any available accrued vacation.

## JURY DUTY

Company encourages employees to fulfill their civic responsibilities by serving jury duty when required. Non-exempt employees may request and will be granted unpaid jury duty leave for the length of the absence.

Exempt employees will also be granted jury duty leave. Such leave shall be with pay up to the amount of the difference between the employee's regular earnings and any amount he/she receives for jury duty for up to three (3) days. The maximum paid leave for jury duty service shall not exceed three (3) days per school year. All days served must be days in which full day attendance is mandated by the court system.

Teachers will be granted jury duty leave upon presentation of written verification from the court clerk of both an application for extension and the Court's denial thereof.

Teachers will request extensions of jury duty to serve during scheduled holidays per the school calendar, including summer, winter, fall, spring breaks. If and only if a teacher has applied for and been denied a request for an extension, will they be granted jury duty leave. Such leave shall be paid up to the amount of the difference between the employee's regular earnings and any amount he/she receives for jury duty for up to three (3) days.

Employees must show the jury duty summons to their site Principal as soon as possible in order to arrange accommodations for the absence. Of course, employees are expected to report for work whenever the court schedule permits, including scheduled weekends.

Employees may be requested to provide written verification from the court clerk of having served.

If jury duty will conflict with the regular school calendar, all Employees, whenever possible will defer service to another date if a previous deferment has not already been taken.

## **TIME OFF TO VOTE**

Company encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, Company will grant up to two (2) hours of paid time off to vote. Employees must submit a voter's receipt on the first working day following the election.

Employees should request time off to vote from their supervisor at least two (2) working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift; whichever provides the least disruption to the normal Company operations.

## **WITNESS DUTY**

Employees may be required by law to appear in court as a witness. Non-exempt employees will be provided time off without pay for this purpose. The salary of exempt employees will not be reduced for any week in which they perform any work and also appear in court as a witness.

Employees must provide reasonable advance notice to their site Principal of the date of intended absence.

## **TIME OFF FOR VICTIMS OF CRIME OR DOMESTIC VIOLENCE**

Employees who are a victim of certain crimes (domestic violence, sexual assault, violent felonies, felony thefts and serious felonies as defined by law) or is an immediate family member of a victim, is a registered domestic partner of a victim or the child of a registered domestic partner of a victim will be given time off as necessary in accordance with the law.

Employees may be required to provide reasonable advance notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting crime victim leave. Please notify the school Director of your need for time off as far in advance as possible. As applicable, an employee may use accrued vacation leave or sick leave for crime victim leave purposes.

## **SCHOOL CONFERENCES AND VISITS**

The Company recognizes the value of parental involvement in children's education and other child-related activities. For this reason, the Company provides employees who are a parent,

guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, one or more children of the age to attend kindergarten or grades 1 through grade 12, or a licensed childcare provider, unpaid time off for the purpose of school visits and other child related activities set forth in this policy. Parental leave for school visits and other child-related activities allows employees to take off time from work to find, enroll, or re-enroll their child in a school or with a licensed childcare provider; to participate in activities of the school or licensed child care provider; and to address a licensed child care provider or school emergency. Additionally, if an employee is a parent or guardian of a child who is suspended or expelled and is required to appear at the child's school, the employee may take time off without pay.

Employees may request up to 40 hours of unpaid parental leave for school visits or other child related activities as defined herein within any calendar year. There is no set limit to the number of unpaid hours an eligible employee can take off work for required school conferences involving the possible suspension or expulsion of a child from school.

Any available paid leave other than sick leave (such as vacation) may be substituted for unpaid leave for school visits or other child-related activities.

Employees must provide their site Principal reasonable advance notice of the need for leave, except for leave to address a child care provider or school emergency, in which case employees must provide their Site Principal with notice. Upon return from the leave, employees must provide documentation to the Site Principal from the school or licensed child care provider verifying the date and time of the participation. Contact the Site Principal or Superintendent for more information or questions about and requests for parental leave for school visits or other child related activities. Only the first eligible employee to request leave under this policy is entitled to it when more than one employee is requesting time off for the same child's school visit or other child-related activities, as defined herein.

## **ORGAN AND BONE MARROW DONOR LEAVE**

An employee who has completed 90 days of service and who becomes an organ donor is entitled up to thirty work days paid leave in any one-year period. An eligible employee who becomes a bone marrow donor is entitled up to five work days paid leave in any one-year period. Leave may be taken in one or more periods. Employees are required to provide written verification that they are an organ or bone marrow donor and that there is a medical necessity for the donation.

Health insurance will continue to be paid by the Company (only if the employee is on company health insurance) to the same extent as for active employees during this leave. Eligible employees will be returned to the same or equivalent position with equivalent pay, benefits



and other employment terms provided that medical documentation requirements have been met.

## **OTHER DISABILITY LEAVES**

In addition to the leaves described above, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a disability within the meaning of federal and/or state law.

The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact the site Principal or Superintendent.

## **OTHER LEGALLY REQUIRED LEAVES OF ABSENCE**

Employees will be granted other leaves of absence as required by law, or for the purpose of fulfilling any required legal or military obligation. Employees are required to provide reasonable advance notice of any need for such leave.

## **UNEMPLOYMENT INSURANCE**

Employees shall not apply for unemployment compensation insurance while out on any leave of absence or during any holiday or scheduled break as identified in the school calendar, including, but not limited to summer.

# **EMPLOYEE HEALTH AND WELFARE**

## **SAFETY**

Every employee is responsible for his/her safety, as well as for others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times.

Your safety is extremely important to us. Good housekeeping is a natural part of safety. Keep your eye out for and pick up all trash and debris and any other foreign objects regardless of where they are located. If you notice an unsafe condition that you cannot correct yourself, report it immediately to your supervisor. In the event of injuries to employees, notify your supervisor at once.

If an employee becomes injured, do not attempt to move him/her or administer first aid unless you are qualified. Notify your supervisor immediately. Also, do not discuss the accident with other employees, and do not make any statements about the accident to third parties at the accident scene. Management personnel will handle the accident report.

## **MANDATED REPORTING OF CHILD ABUSE OR NEGLECT**

California Penal Code section 11166 requires any teacher or 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 36 hours of receiving the information concerning the incident.

All school personnel are mandated reporters of suspected child abuse or neglect. Any reasonable suspicion of physical abuse, sexual abuse, or neglect must be immediately reported to Child Protective Services (“CPS”) or the Department of Children and Family Services (DCFS) and if applicable, the appropriate law enforcement agency. CPS/DCFS and/or law enforcement may interview the reporting employee for further information in the course of their investigation.

When reporting the incident, teachers must provide the following information: the name, birth date, address of the alleged victim, and the names of the parents and/or caretakers; the name, address, age or birth date, and relationship of the alleged perpetrator; what type of injury or harm was allegedly done to the victim; and a description of the incident (time/date, place in which it occurred, and indication of intention to harm). If possible, teachers should also have information available about the student’s siblings (names, dates of birth, ages, and schools).

No one in the workplace, even a supervisor, is permitted to suppress, change, or edit a report of abuse. A mandated reporter who willfully fails to report suspected incidents of child abuse or neglect is subject to license suspension or revocation and commits a misdemeanor. Falsely reporting information to the hotline is also a misdemeanor.

No adverse actions or retaliatory actions will be taken by VCPS against any employee or volunteer who makes a report in good faith of known or suspected child abuse or neglect.

## **TUBERCULOSIS RISK ASSESSMENT AND TESTING**

California law requires that school staff working with children and VOLUNTEERS HAVING FREQUENT OR PROLONGER CONTACT WITH students be free of infectious tuberculosis (TB). These updated laws reflect current federal Centers for Disease Control and Prevention (CDC) recommendations for targeted TB testing. Enacted laws, AB 1667, effective on January 1, 2015, SB 792 on September 1, 2016, and SB 1038 on January 1, 2017, require a TB risk assessment be administered and if risk factors are identified, a TB test and examination be performed by a

health care provider to determine that the person is free of infectious tuberculosis. The use of the California School Employee TB Risk Assessment and the Certificate of Completion, developed by the California Department of Public Health (CDPH) and California TB Controllers Association (CTCA) are also required.

These requirements apply to: 1. Persons employed by a K-12 school district, or employed under contract, in a certificated or classified position (California Education Code, Section 49406); 2. Persons employed, or employed under contract, by a private or parochial elementary or secondary school, or any nursery school (California Health and Safety Code, Sections 121525 and 121555); 3. Persons providing for the transportation of pupils under authorized contract in public, charter, private or parochial elementary or secondary schools (California Education Code, Section 49406 and California Health and Safety Code, Section 121525), and; 4. Persons volunteering with frequent or prolonged contact with pupils (California Education Code, Section 49406 and California Health and Safety Code, Section 121545).

Repeat risk assessments should occur every four years (unless otherwise required) to identify any additional risk factors, and TB testing based on the results of the TB risk assessment. Retesting should only be done in persons who previously tested negative, and have new risk factors since the last assessment.

Any examination required for applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant. The cost of any examination required of existing employees shall be a reimbursable expense. Employees should follow the School's reimbursement procedures. Employees requiring assistance with respect to locating a health care professional that can provide the test for tuberculosis can contact the Human Resources Department for a listing of low cost or no cost providers.

## **WORKERS' COMPENSATION**

The Company is concerned about the safety and well-being of its employees. The Company provides a comprehensive workers' compensation insurance program in accordance with state law, which covers work-related injuries or illnesses. The Company pays the entire cost of all Worker's Compensation Insurance. Employees who sustain any work injuries or illnesses must inform the Site Principal and the Superintendent immediately. It is extremely important that any injury occurring during or as a result of employment be reported immediately, regardless of how minor it may appear. Failure to timely report any accident, illness or injury may affect an employee's eligibility for any workers' compensation benefits to which he or she may be entitled. Employees who file fraudulent claims will be subject to termination. The Company will not tolerate discrimination or retaliation against any employee who reports a work-related illness or injury.

The Company or its insurance carrier will not be liable for the payment of worker's compensation benefits for any injury which arises out of your voluntary participation in any off-duty, recreational, social or athletic activity which is not part of your work-related duties.

## **EMPLOYEE BENEFITS**

VCPS employees who work 30 or more hours per week are eligible for insurance, life insurance, and 403(b) and/or retirement benefits through Company-sponsored plans. VCPS pays for 90% of health benefit costs, while employees pay for the remaining 10% of health benefits costs. Full-time employees will be eligible to receive health benefits after the first thirty (30) days of employment. Part-time employees (those employees working between 25-30 hours per week) will be eligible to participate in the part-time benefits plan as long as they are classified as such. Employees will be eligible to enroll following successful completion of a 30-day probationary period at the beginning of employment. These benefits are subject to various eligibility requirements as outlined below.

Full-Time Employees are eligible for a \$3,000 stipend, paid half in December and half in June, if they opt out of Health, Dental, and Vision benefits. If an employee does not opt out of all three benefits options, they are not entitled to the \$3,000 stipend. This stipend is not applicable to employees who were hired or began a full-time role within 10 weeks of the end of a semester.

Regular insurance benefits cease on the last day of the month in which employment with the Company is terminated. Insurance benefits will be in effect during the summer months for returning employees. In the event you do not return from a leave or break, you shall be liable to VCPS for the entire cost of all benefits paid on your behalf during the break or leave, unless you cannot return to work because of a serious health condition (or serious illness or injury of a covered service member) or other circumstances beyond your control. Additional information regarding the Company's benefit plans is available from the Administration Office.

If medical insurance premium rates increase, employees may be required to contribute to the cost of increased premiums to retain coverage. Unless otherwise mandated by law, employees on a Family Medical Leave of Absence of more than 90 days are responsible for selecting continuing health coverage and paying the premium for such coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

VCPS currently participates in the California State Teachers Retirement System ("CalSTRS"). All certificated employees are required to participate in CalSTRS. For more information about CalSTRS, please visit the CalSTRS website at [www.calstrs.com](http://www.calstrs.com) If at such time Vista Charter Public Schools ceases participation in CalSTRS, alternative retirement systems and/or plans may be available, budget permitting.

## **WORKPLACE VIOLENCE POLICY**

As a Company, we are firmly committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, we have established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on Company-related business, or while operating any vehicle or equipment owned or leased by the Company. This policy applies to all employees, including managers, supervisors, and non-supervisory employees, students, parents, and anyone else on VCPS property or conducting VCPS business off site. As part of this policy, the Company seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence, even prior to any violent behavior occurring.

In order to achieve our goal of providing a workplace that is secure and free from violence, we must enlist the support of all employees. Compliance with this policy and the Company's commitment to a "zero tolerance" policy with respect to workplace violence is every employee's responsibility.

Please ensure that all visitors have signed the visitor log and are wearing appropriate visitor tags and/or badges. Secure your desk or office at the end of the day, and when called away from your work area for an extended period of time, do not leave valuables and/or personal articles in or around your workstation.

Employees are required to report any incident involving a threat of violence or act of violence immediately to Site Principal, or, if they prefer, to the Superintendent. Management personnel will investigate the matter and take appropriate corrective action. This may include the imposition of disciplinary action against any employee who violates this policy, up to and possibly including immediate termination.

If employees become aware of any workplace security hazards or identify methods of increasing security in the workplace, they should report that information to their supervisor and the Site Principal immediately. Employees are required to report violations of this policy, including any incidents involving actual or threatened violence. In addition, employees should notify the site Principal as well as the Superintendent if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in workplace violence. The Company will not tolerate retaliation against any employee who reports workplace violence.

The School maintains a Workplace Violence Prevention Plan, which is accessible via the School's web site at any time. If you have questions about this Plan, please contact the Director and/or Assistant Director.

If you have any questions concerning this policy, please contact the Administration.

## **DRUG AND ALCOHOL POLICY**

## Purpose

The use of illegal drugs and alcohol misuse by employees are inconsistent with the Company's commitment to maintain a safe, healthy, and productive work environment and a drug-free workplace. Illegal drugs include controlled substances that are not being used or possessed under the supervision of a doctor or other licensed health care professional.

Information about the dangers of drug abuse and alcohol misuse in the workplace, sources of help for drug and alcohol problems, and the consequences that may result from violations of this policy, is available from the Administration.

## Voluntary Requests for Assistance

Employees with drug and alcohol problems are encouraged to seek help before they become subject to discipline for violating this or other Company policies. The Company will support, assist, and accommodate such employees to the extent required by applicable law. Management can assist employees in a confidential manner, by providing them with information about other community resources for evaluation, counseling, and treatment, and helping them utilize any available employee benefits. Employees will not be disciplined by the Company because they request assistance. Employees may not, however, escape discipline by requesting assistance after they violate the Company's policies. In addition, employees who request assistance will not be excused from complying with the Company's policies, including its standards for employee performance and conduct.

## Work Rules

Whenever employees are working, operating Company vehicles, machinery, or equipment, present on Company premises, or present in any other location performing services for the Company, they are prohibited from:

using, possessing, buying, selling, manufacturing, distributing, dispensing or transferring illegal drugs; being under the influence of illegal drugs or alcohol; and possessing or consuming alcohol.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol.

This policy does not prohibit employees from the lawful possession and use of prescribed medications. Employees have the responsibility to consult with their doctors or other licensed health care professionals about the effect of prescribed medications on their ability to perform their specific job duties in a safe manner, and to promptly disclose any work restrictions to the Site Principal, Human Resources, or Office Manager. Employees are not required, however, to disclose underlying medical conditions, impairments or disabilities to the site Principal, the Superintendent or any VCPS employee unless specifically directed to do so by their doctors or other licensed health care professionals.

## Consequences

Employees who violate this policy will be subject to appropriate disciplinary action up to and including termination of employment. Depending on the circumstances, an employee's return to work, reinstatement and/or continued employment may be conditioned on the employee's successful participation in and/or completion of any and all evaluations, counseling, treatment, and rehabilitation programs, passing of return-to-duty and follow-up drug and alcohol tests, and/or other appropriate conditions as determined by the Company.

## Testing

The Company reserves the right to conduct reasonable suspicion and other drug and alcohol tests in accordance with the requirements of applicable law.

### **Criminal Background Check and Reporting Convictions**

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

### **Inspections**

The Company reserves the right to inspect all parts and aspects of its premises for illegal drugs, alcohol or other contraband. All employees and visitors may be asked to cooperate in inspections of their persons, work areas and property (such as purses, tool boxes, lunch boxes, briefcases, desks, lockers or cars) that might conceal illegal drugs, alcohol or other contraband.

All VCPS facilities are no smoking facilities. The health hazards associated with smoking and the use of tobacco products, including the breathing of second-hand smoke, are inconsistent with VCPS goal to provide a healthy environment for students and staff.

### **Smoking**

VCPS campus shall be an entirely smoke-free campus. Accordingly, the Board finds and declares that the purposes of this policy are (1) to protect the public health and welfare by prohibiting smoking on the VCPS campus; (2) to guarantee the right of nonsmokers to breathe smoke-free

air, while recognizing that the need to breathe smoke-free air shall have priority over the desire to smoke; and (3) to encourage a healthier, more productive living/learning environment for all members of our campus community. By adopting this policy, the Governing Board also intends to set an example for students of VCPS, whose future habits and character will be greatly influenced by the habits and character of employees, administrators and visitors to VCPS.

**Policy Statement:** Because VCPS is committed to providing a safe and healthy working and learning environment for the students, faculty, and staff on its campus, it hereby adopts the following smoke-free policy.

In accordance with law, smoking is prohibited in VCPS vehicles and in all enclosed spaces in School facilities, including, but not limited to, lobbies, lounges, waiting areas, elevators, stairwells, and restrooms that are a structural part of the building. (Labor Code 6404.5; 20 USC 6083). Smoking or use of any tobacco-related products and disposal of any tobacco-related waste are prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. (Health and Safety Code 104495). These prohibitions extend to any and all electronic and mechanical nicotine delivery devices.

VCPS therefore prohibits the use of all forms of tobacco, smoke, and electronic and mechanical nicotine delivery devices on campus. VCPS prohibits any advertising, sale, or free sampling of such products. Littering the VCPS campus or property with the remains of tobacco, smoke, or mechanical nicotine delivery devices or any other related waste product is prohibited.

**Purpose:** To recognize social responsibility in promoting the health, well-being, and safety of students, employees and visitors to VCPS.

**Applicability:** This policy applies to all students, employees, VCPS affiliates, contractors and visitors twenty-four (24) hours a day, seven (7) days a week.

**Responsibility:** Adherence to this policy is the responsibility of all members of the VCPS community. It is expected that students, employees, VCPS affiliates, contractors and visitors to VCPS will comply with this policy. Members of the VCPS community are empowered to respectfully inform others about the policy in an ongoing effort to enhance awareness of and encourage compliance with this policy.

**Enforcement:** Effective implementation of this policy relies on the courtesy, respect and cooperation of all members of the VCPS community. If someone is seen using tobacco, smoke, or electronic and mechanical nicotine delivery devices on VCPS property, an employee may inform the individual of this policy and request that he/she comply. If the individual does not comply, details of the policy violation may be referred to the Principal for appropriate resolution including removal of the person from VCPS at the sole discretion of the Principal.

**Awareness and Education:** The implementation of this policy is augmented by an awareness and



education campaign that includes but is not limited to:

- Notification of our Smoke and Tobacco-Free workplace policy to current and prospective employees through communication available on the VCPS website
- Notification during new hire employee orientation
- Informational postings and electronic notifications
- Smoke and Tobacco cessation programs for employees
- Notices bearing the message “Smoke and Tobacco Free Environment” around the VCPS campus, and
- Organizers and attendees at all VCPS events will be required to abide by this policy. Organizers of such events are responsible for communicating the policy to attendees.

## Definitions

Smoking – means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, including a hookah pipe, or any other lighted or heated tobacco or plant product, including marijuana, intended for inhalation, in any manner or in any form. “Smoking” also includes the use of an e-cigarette which creates a vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Policy.

Tobacco Products All forms of tobacco, including but not limited to, cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, smokeless tobacco, snuff and chewing tobacco.

Electronic and Mechanical Nicotine Delivery Devices All devices that deliver a dose of nicotine either with or without combustion such as electronic cigarettes. This definition includes any electronic oral device, such as one composed of a heating element, battery, and/or electronic circuit, which provides a vapor of nicotine or any other substances, and the use or inhalation of which simulates smoking.

The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, or under any other product name or descriptor.

VCPS Community Employees, VCPS affiliates, contractors and visitors.

VCPS campus/property All buildings and structures, parking lots, walkways and attached parking structures owned or controlled by VCPS.

The Smoke-free Policy applies to all VCPS facilities and vehicles, owned or leased, regardless of location. Smoking shall not be permitted in any enclosed place. Smoking shall also be prohibited outdoors on all VCPS campus property, including parking lots. This policy applies to all students, faculty, staff, and other persons on campus, regardless of the purpose for their visit.

Copies of this policy shall be distributed to all faculty and staff and shall be included with

information given to all admitted students. Announcements shall also be printed in campus newspapers to ensure that everyone understands the policy. No Smoking signs shall be posted at all points of entry to the VCPS campus and at all VCPS building entrances. No ashtrays shall be provided at any location on campus. Cigarettes, including e-cigarettes, cigars, and pipes, including hookah pipes, shall not be sold or distributed as samples on school campus, either in vending machines, the student union, or any area on campus. Questions and problems regarding this policy should be handled through existing departmental administrative channels and administrative procedures.

The success of this policy will depend on the thoughtfulness, consideration, and cooperation of smokers and nonsmokers. All students, faculty, and staff share in the responsibility for adhering to and enforcing this policy. Violations of the policy will be treated in accordance with general campus disciplinary procedures.

No tobacco-related advertising or sponsorship shall be permitted on VCPS property, at VCPS sponsored events, or in publications produced by VCPS, with the exception of advertising in a newspaper or magazine that is not produced by VCPS and which is lawfully sold, bought, or distributed on VCPS property. For the purposes of this policy, "tobacco related" applies to the use of a tobacco brand or corporate name, trademark, logo, symbol, or motto, selling message, recognizable pattern or colors, or any other indicia of product identical to or similar to, or identifiable with, those used for any brand of tobacco products or company which manufactures tobacco products.

## **INSPECTION**

The Corporation provides its employees with the use of various property and facilities which are necessary in the performance of their work. The Corporation, at all times, retains full title and control, including the right of inspection, over such property or facilities.

VCPS wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, VCPS prohibits the possession, transfer, sale, or use of such materials on its premises and it requires the cooperation of all employees in administering this policy.

The Company also wishes to discourage theft or unauthorized possession of property belonging to employees, the Company, and visitors, and to ensure its access at all times to Company property, records, documents and files. Accordingly, although VCPS may provide offices, furniture, desks, lockers, file cabinets, files, computer disks and files, and other storage devices for its employees, they remain the sole property of VCPS at all times, and they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, with or without prior notice.

To facilitate enforcement of this policy, the Company reserves the right to conduct inspections, at Management's discretion, of: (1) the contents of all packages, bundles, boxes, tote bags, knapsacks, purses, suitcases, briefcases, lunch pails, tool boxes, or other containers taken into or out of Company premises; (2) all offices, desks, lockers, and work stations; and (3) all motor vehicles on Company premises. Whenever practicable, the Company will conduct the inspection in the presence of the employee working in the particular location involved. However, in emergencies or other appropriate circumstances, VCPS reserves the right to conduct an inspection without the presence of the employee involved. A refusal to permit an inspection requested by Management may result in immediate termination. Because an inspection might result in the discovery of an employee's personal possessions, all employees are encouraged to avoid bringing into the workplace any personal property that they do not wish to reveal to the Company. In addition, for security reasons, employees should not leave personal belongings of value in the workplace.

Prior authorization must be obtained before any Company property may be removed from the premises.

## **PERSONAL PROPERTY**

The school cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on the school's premises, including the parking area, or away from school property while on school business the School's employees are prohibited from using personal property for work related purposes unless approved in advance by the Principal.

## **BUILDING SECURITY/SCHOOL KEYS**

All employees who are issued keys to the office and classrooms are responsible for their safekeeping. These employees will sign a Building Key Disbursement form upon receiving the key.

You will be assigned all appropriate building keys needed to conduct your daily job responsibilities. You are responsible for all keys. Duplication of any school key is not allowed and strictly prohibited. It is against School policy to loan or distribute your assigned keys to another employee or non-employee of the School. If your school keys are lost, misplaced, destroyed, or stolen, you must report it immediately to the Principal.

The last employee, or a designated employee, who leaves the office and /or the school site at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Keys are to be returned at the end of the school year and reissued at the beginning of the new school year.

## **PARKED VEHICLES**

Employees are responsible for their own parked vehicles and the personal possessions within while parked on the School's property. Vehicle break-ins are on the rise throughout California. Be cautious: keep personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

## **DRESS CODE**

Each and every VCPS employee is a representative of the Company in the eyes of the public, both during work hours and after work hours. VCPS has an expectation that each and every employee will conduct themselves appropriately and professionally both inside and outside the workplace. VCPS Employees must report to work properly and professionally groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner consistent with the nature of the work performed. Professional attire should be worn before school begins, during conference periods, during after-school tutoring, and when representing VCPS at off-campus events and activities. Shoes will be worn at all times.

Employees are not to wear VCPS logo printed clothing outside of the workplace or at a non VCPS Sponsored event. Employees are reminded that whenever wearing VCPS logo printed clothing, they are a representative of VCPS and as such are expected to act / dress professionally.

Executive Administrators, Administration Office personnel, Faculty and Staff are expected to dress in a professional and appropriate manner. Proper grooming and attire do have a positive impact on the teaching and learning environment.

Professional dress is expected on Mondays through Fridays. Grooming and dress that disturbs, interferes with, or detracts from the educational process will not be allowed. It is within these principles VPCS will enforce the dress code, specifically, but not limited to the following guidelines, *unless such dress is otherwise protected by law*.

Employees will be neatly groomed and dressed, with clean and neat hair in natural tones. Clothes should convey a professional image by being coordinated, modest, and appropriate for a business setting.

### **Permitted Dress:**

**Slacks, Pants, and Suit Pants.** Slacks that are similar to chinos and other cotton or synthetic material pants, wool pants, flannel pants, and professional looking dress synthetic pants are acceptable.

**Skirts, Dresses, and Skirted Suits.** Casual dresses and skirts, and skirts that are split at or below the knee are acceptable. Dresses and skirts should be at arm length and which you can sit comfortably in public.

**Shirts, Tops, Blouses, and Jackets.** Casual shirts, dress shirts, sweaters, tops, collar shirts, and turtlenecks are acceptable attire for work. Professional suit jackets or sport jackets.

**Shoes and Footwear.** Conservative athletic or walking shoes, loafers, clogs, sneakers, boots, flats, and appropriate dress heels (no more than 2 inches and no spiked heels).

**Jewelry/Accessories/Tattoos/Piercings:** Ear piercings can be worn, but not to exceed two per ear. Body piercings should be removed when on campus or when participating in a school-sponsored event. Jewelry should be professional. Tattoos or facial piercings that are visible, employees must attempt to cover the tattoo(s) are not visible while school is in session. Exceptions must be requested from the Principal.

**Makeup, Perfume, and Cologne.** Makeup must be professional. Perfume and Cologne must be worn in limited amounts and employees must be mindful individuals are allergic to the chemicals in perfumes and make-up, so all must be worn with restraint.

**Hair, Hats and Head Covering.** Hair color should be of a natural hue. Unnatural hair colors such as purple, pink, green or blue, for example, are not acceptable in the workplace. Hats are not appropriate in the office. Head Covers that are required for religious purposes or to honor cultural tradition are allowed.

## Prohibited Dress

**Slacks, Pants, and Suit Pants:** faded/torn/casual jeans, sweatpants, exercise pants, Bermuda shorts, short shorts, shorts, bib overalls, leggings, work-out or exercise clothing, basketball shorts/pants, and any spandex or other form-fitting pants/shorts.

**Skirts, Dresses, and Skirted Suits:** Short, tight skirts that ride halfway up the thigh are inappropriate for work. Mini-skirts, sundresses, low-cut dresses, beach dresses, and spaghetti-strap dresses. Shorts.

**Shirts, Tops, Blouses and Jackets:** Tank tops; midriff tops; shirts with potentially offensive words such as terms, pictures, cartoons, or slogans; halter-tops; tops with bare shoulders; sweatshirts, and t-shirts unless worn under another blouse, shirt, jacket or dress.

**Shoes and Footwear:** Flashy athletic shoes, thongs, flip-flops, jelly shoes, slippers, and any shoe with an open toe (see exceptions below).

## Other Prohibitions

- Excessively tight and inappropriately revealing clothing will not be allowed.
- Flamboyant (Mohawk etc.) and/or outrageous hair colors (Pink, purple, red, blue, etc.) are not allowed. Employees must at all times wear shoes. Open toed “dressy” sandals and/or high heels are permitted, but shall not be worn when lifting, carrying, pushing, pulling objects of more than 5lbs, including, but not limited to moving furniture, book shelves, cabinets, file cabinets, boxes, etc.
- If an employee has a tattoo or facial piercings that are visible, employees must attempt to cover so the tattoo(s) are not visible while school is in session. Exceptions must be requested from the Administration.

Physical education teachers and coaches may wear coaching uniforms during P.E. and coaching activities.

Additionally, staff required to work outdoors during hot weather may wear attire appropriate for the conditions and their position.

If you have any questions about appropriate work attire, please direct them to the site Principal and Superintendent in advance of your arrival at work. Employees who report to work inappropriately dressed may be asked to leave (clock-out when necessary) and return in acceptable attire.

The Corporation will reasonably accommodate employees with disabilities and employees’ religious beliefs and observances, including accommodations for religious dress and grooming practices, gender identity and gender expression. Any employee requesting accommodation should advise their supervisor of the requested accommodation.

## **CELL PHONES AND OTHER PERSONAL ELECTRONIC DEVICES**

The Company prohibits employees from using any personal electronic device while driving unless the device permits hands-free listening, talking or texting, and is so used while driving (this is also a legal requirement in California). Violation of this policy may lead to disciplinary action up to and including termination of employment. Further, employees are advised that any vehicle citations they may receive for violating any driving laws, including cell phone/personal electronic device usage laws, are the employees’ responsibility. The Company will not pay for any such tickets or citations. It is each employee’s responsibility to operate their vehicle in a safe and legal manner.

Employees are generally not required to carry a cell phone or other mobile communication device to use for work-related purposes. However, if an employee does carry such a device and is required to use it for necessary business communications, the Company will reimburse for



the costs of such necessary use upon proof of payment by the employee of the service provider's statement.

## **EMPLOYEES WHO ARE REQUIRED TO DRIVE**

Employees who are required to drive their own vehicle on Company business will be required to show proof of current valid driving licenses and current effective insurance coverage (for use of personal vehicles) before the first day of employment. The minimum insurance coverage of \$300,000/\$100,000 for property damage and public liability.

Traffic violations incurred while on company business are the sole responsibility of the employee. Insurance coverage, which is required by state law, is the responsibility of the employee.

Employees who use their personal car for business travel will obtain prior written permission pursuant to Vista Charter Public Schools policy may be reimbursed at the per mile rate established annually by the IRS. The rate used for personal car mileage reimbursement is subject to change, according to IRS regulations. For current rates, visit [www.irs.gov](http://www.irs.gov). Only mileage is reimbursable. Gas, oil and other repair or maintenance expenses are the employees' sole responsibility.

## **EMPLOYMENT CONTRACT RENEWAL TIMELINE**

- March 15th - April 1st
  - Vista Charter Public Schools will issue Intent to return/not return notice
  - All employees must notify Vista Charter Public Schools of their intent to return/not return for the following school year. Notification must be submitted by April 1st
- April 1<sup>st</sup> – April 15<sup>th</sup>
  - Vista Charter Public Schools will offer all employees an opportunity to transfer to another school location within Vista Charter Public Schools.
- April 15<sup>th</sup> - May 30th
  - Vista Charter Public Schools will issue all returning employee contracts. Employees must return signed Vista Charter Public Schools employee contracts within 7 days of receipt of contract.

## **INTER-SCHOOL EMPLOYEE TRANSFERS**

Transfers (Site/Location changes): Employees interested in transferring to another location within Vista Charter Public Charter Schools should follow these guidelines:

- Inform your immediate supervisor of your interest in a position at another school within the Vista Charter Public Schools network of schools.
- Contact the site administrator of the new school that you are interested in transferring to and submit your resume. All Vista Charter Public Schools employees are encouraged to apply for positions at other Vista Charter Public Schools locations and your current

position will not be jeopardized if you are not accepted for a transfer

- New site administrator will contact you and schedule a meeting.
- Vista Charter Public Schools employees are not required to apply through edjoin.org and submit all required documents required in this process unless applying for a position that would change the employee's classification (e.g. classified to certificated). If you have any questions, please contact your immediate supervisor.

The new site administrator will submit a request for transfer of an employee to the Superintendent for final approval pending review of the employee's qualifications and credentials.

## **SALARY BASIS / SAFE HARBOR POLICY**

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional or outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$455 per week. Some state laws also provide for exemptions from both minimum wage and overtime pay, which have different requirements than the FLSA. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department's regulations, as well as any applicable state law requirements.

### Salary Basis Requirement

To qualify for exemption, employees generally must be paid at not less than \$455 per week on a salary basis. These salary requirements do not apply to outside sales employees, teachers, and employees practicing law or medicine. Exempt computer employees may be paid at least \$455 on a salary basis or on an hourly basis at a rate not less than \$27.63 an hour. State law requirements may be higher. Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to certain exceptions delineated by the United States Department of Labor, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the

employer makes deductions from an employee's predetermined salary because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employer makes deductions from an employee's salary in a partial-day increment, the employee generally is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

### Company Policy

It is our policy to comply with the salary basis requirements of the FLSA and state law. Therefore, we prohibit all company managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the company does not allow deductions that violate the FLSA or state law.

### What To Do If An Improper Deduction Occurs

If you believe that an improper deduction has been made to your salary, you should immediately report this information to the Company's Human Resources Department.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made. The Company does not tolerate any retaliation against those who make such reports.

## PERSONNEL HANDBOOK EMPLOYEE ACKNOWLEDGMENT

I have received the VCPS Employee Handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. The handbook describes some important information about the Company, and I understand that this handbook replaces any previous manual and handbook, and to the extent inconsistent, any previous understanding, practice, policy, or representation concerning the subject matters addressed in this handbook, except with respect to subject matters addressed in an individual employment agreement. With the exception of the Company's policy of employment at will, the guidelines, benefits, and procedures outlined in this handbook may be changed or eliminated at any time, at the Company's sole discretion. I understand that it is my responsibility to retain a copy of this handbook, and to request a new copy if mine is lost or damaged. I also understand that it is my responsibility to return to the Company at the end of my employment all property of the Company that may be in my possession or within my control, including but not limited to Company keys and equipment.

I have entered into my employment relationship with the Company voluntarily and acknowledge that there is no specified length of employment. I understand that my employment is at will, meaning that I may terminate my employment with the Company with or without cause or notice, and that the Company may terminate or change the terms of my employment, including but not limited to demotion, promotion, transfer, compensation, benefits, duties, and location of work, with or without cause or notice. I understand that only the Superintendent has the authority to enter into an agreement for employment for a specified term or to make any agreement contrary to the policy of at-will employment, and that any such agreement must be explicit, in writing, and must be signed by the Superintendent and must also be approved by the Board of Directors.

I understand that the handbook is not intended to express or imply any contractual obligation by the Company to continue my employment or to follow any stated policy or procedure with respect to my employment, except that I know that this handbook contains our entire agreement concerning each party's right to terminate the employment relationship at will, with or without cause, at any time. I also understand that nothing in this handbook shall restrict my right or the right of the Company to terminate the employment relationship at will, with or without cause or notice, at any time.

Employee's Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_