



**Employee Handbook  
2020 -21**

**Revised 06/08/21**

## **Introduction**

This Handbook summarizes the **Tree of Life International** Charter School's (hereinafter referred to as "School") personnel policies applicable to all employees. Please review these policies carefully. If you have any questions about the policies outlined in this Handbook, or if you have any other personnel related questions, whether related to policies specifically addressed in this Handbook, please consult the School Principal.

This Handbook is intended only as a guide to the School's personnel policies, outlining and highlighting those policies and practices. It is not, therefore, intended to create any expectations of continued employment, or an employment contract, express or implied. This Handbook supersedes any previously issued handbooks, policies, benefit statements and/or memoranda, whether written or verbal, including those that are inconsistent with the policies described herein.

With the exception of the at-will employment status of its employees, the School reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice (including, but not limited to, areas involving hiring policies and procedures, general work place policies, hours of work, overtime and attendance, standards of conduct, employee benefits, employment evaluation and separation) with or without notice to you. Only the School Principal, with the written approval of the board of directors, may alter the at-will employment status of any of its employees.

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

### **I. Hiring Policies and Procedures**

#### **A. At Will Employment**

The School is an at-will employer. This Handbook does not in any way reflect a modification to this policy and does not reflect a contract of employment, either express or implied, between you and the School. Accordingly, either you or the School may terminate this relationship at any time, for any reason, with or without cause, and with or without prior notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to any employee in connection with his/her employment shall require the School to have "cause" or reason to terminate an employee or otherwise restrict the School's right to terminate an employee at any time for any reason. No School representative is authorized to modify this policy for any employee, unless in writing, signed by both the School Principal and approved in writing by the Board of Directors.

#### **B. Equal Employment Opportunity Policy**

The School is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunities to all qualified individuals without regard to race, creed, color, religion, national origin, ethnicity, ancestry, sex, sexual orientation, age, physical or mental disability, genetic information, gender identity and expression, gender related appearance and behavior, marital status, citizenship status, medical condition, or any other legally protected status. This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees. Furthermore, the

School prohibits all unlawful discrimination against any employee or applicant for employment in its programs or activities based on race, color, religion, sex, gender, ethnic group identification, age, national origin, ancestry, genetic characteristics, mental or physical disability, marital status, sexual orientation or other category protected by law.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result. In order to perform the essential functions of the job, any applicant or employee requiring an accommodation should contact the School Principal and request such an accommodation.

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

### **C. Immigration Compliance**

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

### **D. Employee Classification**

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

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

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

**Full Time:** Full time employees are those employees who are scheduled to work at least 30 hours in a week.

**Part Time:** Part time employees are those employees who are scheduled to work less than 30 hours in a week.

**Temporary:** Temporary employees are those employees who are hired for a limited time period, or for a specific project, and usually are not employed more than 1 month.

Part time and temporary employees are not entitled to benefits provided by the School, except for Dental and Vision which is provided for part-time employees working 4 or more hours per day. Independent contractors, consultants and leased employees (i.e., those working for an employment agency) are not

employees of the School and are not eligible for benefits provided by the School. If you have any questions about your classification, please consult with the School Principal.

**E. First 30 Days of Employment**

During the first 30 days of employment for every employee, irrespective of classification, employees will not be eligible for or accrue any benefits, except for eligibility under the School's health insurance as required by law. Please see the School's separate health plan eligibility requirements. The inclusion of the initial 30 day period does not change the at-will status of the School's employees.

**F. Certification and Licensure of Instructional Staff**

Each of the School's core academic teachers may be required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold and may be required to meet certain federal requirements related to subject-matter expertise in order to meet federal requirements for "highly qualified teachers." Paraprofessional staff may also be required to document that they meet federal requirements for paraprofessional staff.

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 School 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 members 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. Nothing in this section is intended to alter that at-will status of the employee's employment.

**G. Tuberculosis Testing**

Except as provided below, no person shall be employed by the School unless the employee has submitted proof of submission to a tuberculosis risk assessment within the past 60 days, and if tuberculosis risk factors are identified, has been examined to determine that he/she is free of infectious tuberculosis. If no risk factors are identified, an examination is not required. Employees transferring from other public or private schools within the State of California must either provide proof of an examination within the previous 60 days or a verification from the previous employer that the person has a certificate on file showing that the person is free from infectious tuberculosis.

Employees who have no identified risk factors or who test negative for tuberculosis infection shall be required to undergo the tuberculosis risk assessment, and if risk factors are identified, the examination, at least once every four years or more often if directed by the governing board upon the recommendation of the local health officer.

The tuberculosis test shall consist of an approved intradermal tuberculin test or any other test for tuberculosis infection that is recommended by the federal Centers for Diseases Control and Prevention and licensed by the federal Food and Drug Administration, which if positive shall be followed by an X-ray of the lungs in accordance with the Health and Safety Code.

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

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

## **H. Criminal Background Checks**

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

## **II. General Workplace Policies**

### **A. Prohibition of Harassment/Discrimination and Protection Against Retaliation**

#### **1. Policy**

The School is committed to providing a workplace and educational environment free of sexual harassment, as well as harassment and discrimination based on such factors as race, religion, creed, color, ethnicity, national origin, ancestry, age, medical condition, genetic information, gender identity and expression, gender related appearance and behavior, marital status, sex, sexual orientation, citizenship status, disability, military and veteran status, status as a victim of the crimes enumerated in Labor Code section 230.5, or any other category protected by law. The School will not condone or tolerate harassment or discrimination of any type by any employee, whether supervisory or co-employee, against an employee, third party vendor or student. The School also does not condone or tolerate harassment of its employees by any third parties or students. The School will promptly and thoroughly investigate any complaint of harassment or discrimination and take appropriate corrective action, if warranted.

All employees are required to take the online Sexual Harassment Training XXX within the first 30 days of employment.

The School will take all reasonable steps to prevent discrimination and unlawful harassment from occurring. Sexual or other unlawful harassment in employment violates the School's policy and is prohibited under Title VII of the Civil Rights Act (42 U.S.C. sections 2000e, *et seq.*) and the California Fair Employment and Housing Act (Govt. Code sections 12940, *et seq.*).

#### **2. Definition of Harassment**

Harassment includes verbal, physical or visual conduct that creates an intimidating, offensive or hostile working or educational environment or that unreasonably interferes with job performance. Verbal harassment includes, but is not limited to, epithets, derogatory comments or slurs based on a protected

category. Physical harassment includes, but is not limited to, assault, impeding or blocking movement or any physical interference with normal work or movement, when directed at a legally protected individual. Visual harassment includes, but is not limited to, derogatory posters, cartoons or drawings on a basis protected by law.

### **3. Definition of Sexual Harassment**

Federal law defines sexual harassment as unwelcome sexual conduct that is a term or condition of employment. The Equal Employment Opportunity Commission's Guidelines define two types of sexual harassment: "quid pro quo" and "hostile environment." "Unwelcome" sexual conduct constitutes sexual harassment when "submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment," "Quid pro quo harassment" occurs when "submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual," A "hostile environment" claim for harassment occurs when discrimination based on sex has created a hostile or abusive work environment.

California law defines unlawful sexual harassment in largely the same ways. Sexual harassment occurs where a term of employment (i.e., compensation or in terms, conditions or privileges of employment, academic status or progress (i.e., a student's grades or promotion to the next grade) is explicitly or implicitly conditioned upon submission to unwelcome sexual advances, as more fully described below. Sexual harassment also occurs where the submission to, or rejection of, the conduct by the individual is used as the basis of academic or employment decisions affecting the individual. Additionally, sexual harassment occurs where harassment (unwanted sexual advances, visual, verbal or physical conduct of a sexual nature) is sufficiently severe, persistent, pervasive or objectively offensive so as to alter the conditions of employment and create an abusive or hostile educational or working environment or to limit the individual's ability to participate in or benefit from an education program or activity. Sexual harassment occurs where the conduct has the purpose or effect of having a negative impact on the individual's academic performance, work or progress or has the purpose or effect of creating an intimidating, hostile, or offensive educational or working environment. Finally, sexual harassment occurs where submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs or activities available at or through the School..

The educational environment includes, but is not limited to, the School's campus or grounds, the properties controlled or owned by the School and off-campus, if such activity is School sponsored or is conducted by organizations sponsored by or under the jurisdiction of the School.

The following are examples of offensive behavior:

- ☐ Unwanted sexual advances, flirtations, touching or requests for sexual favors;
- ☐ Verbal abuse of a sexual nature;
- ☐ Graphic or suggestive comments about dress or body and the sexual uses to which it could be put;
- ☐ Unwarranted graphic discussion of sexual acts.
- ☐ Sexually degrading words;

- ☐ Suggestive or obscene letters, notes or invitations;
- ☐ Verbal harassment including, but not limited to, unwelcome epithets, jokes, derogatory comments, or slurs of a sexual nature, or sexually degrading words used to describe a person;
- ☐ Physical harassment including, but not limited to, assault, impeding or blocking movement or any physical interference with normal work or school activities or movement, when done because of your sex;
- ☐ Visual harassment including, but not limited to, leering, making sexual or obscene gestures, displaying sexually explicit or derogatory posters, cartoons or drawings, or computer-generated images of a sexual nature;.
- ☐ Making or threatening retaliatory action after receiving a negative response to sexual advances.

#### **4. What to do if Sexual and Other Unlawful Harassment Occurs**

##### **Internal Procedures:**

School Level Investigation: The School Principal has the responsibility to maintain a work place and educational environment free from any form of sexual or other unlawful harassment. Consequently, should the School Principal become aware of any conduct that may constitute sexual harassment, discrimination or other prohibited behavior, immediate action will be taken to address and remediate such conduct.

Any employee who has experienced or is aware of a situation that is believed to be sexually or otherwise unlawfully harassing has a responsibility to report the situation immediately to the School Principal. If the employee is not comfortable contacting the School Principal, or if that individual is not available, the employee should contact the Chairman of the Board of Directors. A Harassment Complaint Form may be obtained from the school office. The School Principal will conduct a prompt investigation and take appropriate corrective action where warranted. Complaints will be handled as discreetly as possible, consistent with the need to investigate effectively and promptly resolve the matter.

If an employee has a complaint regarding an alleged violation of federal or state law or regulations governing educational programs (including but not limited to Consolidated Categorical Aid Programs, Migrant Education, Special Education Programs), including allegations of unlawful discrimination not involving employment, the employee should utilize the Uniform Complaint Procedure adopted by the School.

Any employee found to have participated in improper harassment or discrimination will be subject to disciplinary action, up to and including possible dismissal.

##### **External Procedures: Filing a Complaint with the Department.**

Employees or job applicants who believe that they have experienced unlawful employment discrimination may file a complaint directly with the Department. The Department serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes. If the Department finds sufficient evidence to establish discrimination occurred and settlement efforts fail, the Department may file a formal accusation.

Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed with the Department and a Right to Sue Notice has been issued. For more information, contact the Department toll free at (800) 884-1684, in the Sacramento area and out of state at (916) 227-0551 or visit its website at [www.dfeh.ca.gov](http://www.dfeh.ca.gov). To contact the nearest field office of the Equal Employment Opportunity Commission (“EEOC”), call 1-800-669-4000. You should be aware that state and federal law provide time limits within which complaints must be filed. Contact the relevant agency to determine the applicable time limit.

## **5. Retaliation Policy**

It is in violation of the School’s policy for the School or any employee to demote, suspend, reduce, fail to hire or consider for hire, fail to give equal consideration in making employment decisions, fail to treat impartially in the context of any recommendations for subsequent employment that the School may make, adversely affect working conditions or otherwise deny any employment benefit to or take actions that are materially adverse against an individual because that individual has opposed practices prohibited by law or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing conducted by the Department or their staff. Any employee retaliating against another employee, applicant or student will be disciplined, up to and including termination.

Examples of protected activities under the School’s retaliation policy include seeking advice from the Department; filing a complaint with the Department, irrespective of whether the complaint is actually sustained; opposing employment practices the employee reasonably believes to exist and believes to be a violation of the law; participating in an activity that is perceived by the School as opposition to discrimination, whether or not so intended by the employee expressing the opposition; participating in the proceeding of a local human rights or civil rights agency on a legal basis.

Nothing in this policy shall be construed to prevent the School from enforcing reasonable disciplinary policies and practices, nor from demonstrating that the actions of an applicant or employee were either disruptive or otherwise detrimental to legitimate business interests so as to justify the denial of an employment benefit.

### **B. Workplace Violence**

The School takes the safety and security of its employees seriously. The School does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment and/or coercion, that involve or affect the School or that occur, or are likely to occur, on School property. You should report any act or threat of violence immediately to the School Principal.

### **C. Open Door Policy**

The School wishes to provide the most positive and productive work environment possible. To that end, it has an open door policy where it welcomes your questions, suggestions or complaints relating to your job, conditions of employment, the School or the treatment you are receiving. Other than in situations involving harassment (as outlined and described above), please contact the School Principal with your questions or concerns. If the situation is not resolved to your satisfaction, please contact the Chairman of the Board of Directors, preferably in writing, who will further investigate the issue.



#### **D. Drug Free Workplace**

It is the School's policy to maintain a drug and alcohol-free workplace. No employee may use, possess, offer for sale or be under the influence of any unauthorized controlled substance, illegal drugs or alcohol during working hours, including lunch and break periods, in the presence of pupils or on School property at any time.

Engaging in any of the activities above shall be considered a violation of School policy and the violator will be subject to discipline, up to and including termination. The School complies with all federal and state laws and regulations regarding drug use while on the job.

The School may conduct unannounced searches of School property from time to time for alcohol, illegal drugs, drug paraphernalia and/or unauthorized controlled substances, or to ensure compliance with any other School-related policy. This includes desks, storage areas, and rooms normally used to store employees' personal property. Employees are expected to keep all prescribed medicine in its original container, which should identify the drug, date of prescription and the prescribing doctor.

The School may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol. Such testing will be conducted if two or more supervisors, employees, or medical personnel observe an employee acting in such a manner to raise suspicion that the employee is under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

#### **E. Smoking**

All School buildings and facilities are non-smoking facilities.

#### **F. Health, Safety and Security Policies**

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. The School maintains an Injury and Illness Prevention Program, which is included in Board Policy and is available for your review.

You are required to know and comply with the School's general safety rules and to follow safe and healthy work practices at all times. You are required to immediately report to your supervisor any potential health or safety hazards and all injuries or accidents.

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

The School has also developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas. Report any suspicious persons or activities to security personnel or to your supervisor. Lock your classroom door when leaving the classroom. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave any valuable or personal articles, including funds collected from students, around your workstation that may be accessible. Any funds collected from students should be turned in daily to the school office and not left overnight in your classroom. You should immediately notify your supervisor when keys are missing or if security access codes, identification materials, or passes have been breached. The security of the facilities, as well as the welfare of our employees, depends upon the alertness and sensitivity of every individual.

#### **G. Company Property Inspections**

The School is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other improper materials. Additionally, the School provides property and facilities to its employees to carry out business on behalf of the School. Accordingly, employees do not have a reasonable expectation of privacy when using any School property or facilities. In accordance with these policies, all School facilities and property, including all items contained therein, may be inspected by the School at any time, with or without prior notice to the employee. School property includes all desks, storage areas, work stations, lockers, file cabinets, computers, telephone systems, email systems and other school provided storage devices.

The School also reserves the right to inspect any vehicle, its trunk, glove compartment or any container therein that is parked on the School property or premises. The School reserves the right to deny entry to any person who refuses to cooperate with any inspections by the School. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

#### **H. Housekeeping**

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

#### **I. Lactation**

Employees may use their meal and/or rest periods for the purpose of expressing breast milk. If required, a reasonable amount of additional time will be provided. Such additional time will be unpaid.

A private place to express breast milk, other than a toilet, will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. Please see the School Principal for more information.

#### **J. Employees Who Are Required to Drive**

When employees are required to drive their own vehicle on approved School business, they are required to show proof of a current, valid license and proof of current, effective insurance coverage to the School Office Manager. If the employee is transporting students and/or co-workers, the School may identify the

required minimum insurance coverage necessary above limits required by law. If an employee's license is revoked or he/she fails to maintain personal auto insurance coverage, the School retains the right to transfer to an alternative position, suspend, or terminate that employee. Reimbursement rates for driving School approved business in private vehicles will be at the rate established by the Internal Revenue Service.

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

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

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

#### **K. Soliciting/Conducting Personal Business While on Duty**

Employees are not permitted to conduct personal business or solicit personal business for any cause or organization while on-duty, or when the employee being solicited is supposed to be working. This prohibition includes distributing literature and other material. Distribution of materials is also against the School's policy if it interferes with access to facility premises, 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.

#### **L. Use of Company Communication Equipment and Technology**

All School owned communications equipment and technology, including computers, electronic mail systems, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of the School and are provided to the employee to carry out business on behalf of the School. Employees have no expectation of privacy in any communications made using School owned equipment and technology. Communications (including any attached message or data) made using School owned communications equipment and technology are subject to review, inspection and monitoring by the School.

Additionally, the School uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by minors, internet access harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

Passwords used in connection with the School's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized School employees. Therefore, employees are required to provide to the School Office Manager all passwords used in connection with the School's communications equipment and technology any time the employee's passwords are created or change. In addition, employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Internet Use Policy and Agreement. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student Internet Use Policy and Agreement, will be subject to discipline, up to and including termination.

Email and internet use while on duty is for business purposes only. All employees using the internet through the School's communications equipment and technology must respect all copyright laws. Employees are not permitted to copy, retrieve, modify or forward copyrighted materials unless authorized by law or with express written permission of the owner of the copyright. Employees are not permitted to use the School's communications equipment and technology to view visual images that are obscene, child pornography and/or images harmful to minors.

The e-mail system and internet access is not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets or anything else that may be construed as harassment or disparagement of others based on their race, national origin, gender, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted. The e-mail system and internet access is not to be used in any manner that is against the policies of the School, contrary to the best interest of the School or for personal gain or profit of the employee against the interests of the School. Employees must not use the School's communications equipment and technology for the unauthorized disclosure, use and dissemination of personal information regarding students.

Employees should not attempt to gain access to another employee's email files or voicemail messages without the latter's express permission. Each employee is responsible for the content of the messages sent out using his/her School issued equipment. It is strictly prohibited to use another employee's computer to send messages to create the appearance that they are from that employee, unless that employee expressly authorizes such use.

#### **M. Employee Blogs and Social Media**

If an employee decides to keep a personal blog, or use other social media, that discusses any aspect of his/her workplace activities, the following restrictions apply:

- ☐ School equipment, including its computers and electronics systems, may not be used for these purposes;
- ☐ Student and employee confidentiality policies must be adhered to;
- ☐ Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- ☐ Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf, unless authorized in writing by the Board of Directors.

- ☐ Employees are not authorized to publish any proprietary, financial marketing, strategic or other confidential business information belonging to the School that is clearly defined and does not relate to terms and conditions of employment; ;
- ☐ Employees are prohibited from making, racist, sexist or otherwise discriminatory and create a hostile work environment;
- ☐ Employees must comply with all School policies, including, but not limited to, rules against sexual harassment and retaliation;
- ☐ Employees should not make threats of violence or remarks that are obscene, malicious or bullying with relation to the School, students, co-workers, supervisors, parents and/or other School associated persons or entities;
- ☐ Employees should not spread rumors or other disparaging statements about the School, co-workers, students, supervisors, parents and/or other School associated persons that the employee knows to be false;
- ☐ Nothing in this handbook is intended to limit an employee's ability to discuss wages, hours, terms and conditions of employment or to their right to self-organize or join labor organizations or any other protected activities under the National Labor Relations Act.

The School reserves the right to take disciplinary action against any employee whose blog violates this or other School policies.

#### **N. Participation in Recreational or Social Activities**

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.

#### **O. Personnel Files and Record Keeping Protocols**

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

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. A request for inspection or copying of information contained in the personnel file must be directed to the School Principal.

The School will restrict disclosure of your personnel file to authorized individuals within the School. Only the School Principal is authorized to release information about current or former employees. The School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

### **III. Hours of Work, Overtime and Attendance**

The School's normal hours of operation are from **7:00am to 4:00pm**, Monday through Friday.

#### **A. Work Hours and Schedules**

The work schedule for full-time non-exempt employees is normally 30-40 hours per week. Your supervisor will assign your work schedule.

#### **B. Overtime**

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

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

#### **C. Make Up Time**

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

Make up time is strictly voluntary.

#### **D. Work Breaks**

Non-exempt School employees who work more than five (5) hours in one day are allowed one duty free 30 minute, unpaid and uninterrupted meal break. Non-exempt employees must take their meal break within the first five hours of work during a working period. If the employee works six (6) hours or less in a day, the employer and employee may mutually agree in writing to waive the meal period. Meal breaks should be noted on the employee's time card.

Non-exempt employees must take two ten-minute paid break periods for each full workday, as close as practicable to the mid-point of any continuous four (4) hour work period, or major fraction thereof. Non-exempt employees should contact the School Principal to schedule their meal and break periods. Rest breaks are not to be noted on the employee's time card.

During an employee's meal or rest period, employees are prohibited from working and are excused from all duties. Employees are not allowed to join together meal or rest periods for longer breaks and are not allowed to skip a meal or rest period in order to start work later or leave work earlier.

In the event that an employee believes that he/she cannot take a meal or rest period, or he/she cannot take the full meal or rest period, the employee must notify the School Principal in advance when possible (if not possible, as soon as possible) so that proper measures may be taken.

#### **E. Pay Days**

For all employees, both certificated and non-certificated, paydays are scheduled monthly approximately the 26th day of each month. Each paycheck will include scheduled earnings for all reported work performed through the end of the payroll period. Employees are only paid for the hours of work performed during that payroll period unless they elect to equalize their pay over the school year.

All employees will be given an option of receiving 12 equal monthly payments (ie. “Deferred Payment Option”). If an employee elects the “Deferred Payment Option”, each paycheck reflects earnings for each month, less the deferred amount to be paid to you in June of the school year, assuming continued employment.

If a non-exempt employee works extra hours, these hours may be reflected on the pay for the next regular payroll period.

You should promptly notify the School Principal if you have a question regarding the calculations of your paycheck; any corrections will be noted and will appear on the following payroll.

#### **F. Payroll Withholdings**

The School is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee’s pay as follows:

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

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

Social Security (OASDI): This is The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School for classified employees.

Medicare: This is The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School for all employees.

State Unemployment Insurance (SUI): This state fund is used to provide benefits to those out of work because of loss of employment.

Worker’s Compensation (WC): The School pays for each employee, and there is no charge to the employee.

State Teacher Retirement System (STRS): Certificated employees are given the option to elect into the STRS retirement system.

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask the Chief Business Officer to explain them to you.

You may change the number of withholding allowances you wish to claim for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the School Office Manager. The School's business office maintains a supply of these forms.

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

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

The School offers programs and benefits beyond those required by law. Employees who wish to participate in these programs may voluntarily authorize deductions from their paychecks.

#### **G. Attendance Policy**

Employees are expected to adhere to regular attendance and to be punctual. If you find it necessary to be absent or late, you are expected to arrange it in advance with the School Principal. If it is not possible to arrange your absence or tardiness in advance, you must notify the School Principal or Office Manager no later than one-hour before the start of your workday. If you are a teacher, you are also responsible to arrange for a qualified substitute to be approved by the School Principal. If you are absent from work longer than one day, you are expected to keep the School Principal sufficiently informed of your situation.

Excessive absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination. An absence or tardiness without notification to the School Principal or Office Manager will lead to disciplinary action, up to and including termination.

If you fail to come to work for three consecutive work days without authorization, the School will presume that you have voluntarily terminated your position with the School.

#### **H. Time Records**

All employees must complete a monthly time sheet and submit to the School Office Manager by the last work day of each month. Time records must be accurately kept reflecting all regular hours and overtime hours worked and meal periods taken by non-exempt employees. Time records must be signed by employees, verifying and attesting to the truth of the information contained therein. All absences, tardies and overtime must be accurately reflected on the time record.

All employees must report all absences from work and must fill out the "Personal Absence Form" (aka: "the yellow form") upon return to work and return the form to the Office Manager. Pay deductions will only be as provided by law.



#### **IV. Standards of Conduct**

##### **A. Personal Appearance**

Employees are expected to wear clothes that are neat, modest, clean and professional while on duty. Employees are expected to appear well groomed and appear within professionally accepted standards suitable for the employee's position, and must at all time wear shoes. Your School Principal will inform you of any specific dress requirements for your position.

##### **B. Student Safety**

In accordance with the School's policies providing student safety, including those covering anti-harassment, anti-discrimination, anti-intimidation and anti-bullying, each employee is expected to assist in maintaining a student safe environment. Thus, each employee is required to take immediate steps to intervene when it is safe to do so if the employee witnesses an act of discrimination, harassment, intimidation or bullying of a student. The employee is also required to report such actions to the principal as soon as practicable.

##### **C. Prohibited Conduct**

The School expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees engaging in misconduct will be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited by the School. This list is not exhaustive and is intended only to provide you with examples of the type of conduct that will not be tolerated by the School. The specification of this list of conduct in no way alters the at-will employment relationship the employee has with the School.

- ☐ Unexcused absence and/or lack of punctuality
- ☐ Release of confidential information without authorization
- ☐ Possession of or reporting to work while under the influence of alcohol or illegal drugs and controlled substances
- ☐ Theft or embezzlement
- ☐ Willful destruction of property
- ☐ Conviction of a felony or conviction of a misdemeanor making the employee unfit for the position
- ☐ Falsification, fraud or omission of pertinent information when applying for a position
- ☐ Any willful act that endangers the safety, health or wellbeing of another individual
- ☐ Horseplay or behavior intended to shame another individual
- ☐ Any act of sufficient magnitude to cause disruption of work or gross discredit to the school
- ☐ Misuse of School property or funds

- ☐ Possession of firearms, or any other dangerous weapon, while acting within the course of your employment with the School
- ☐ Acts of discrimination or illegal harassment based on gender, ethnicity or any other basis protected by state or federal law
- ☐ Failure to comply with the School's safety procedures
- ☐ Performing any action when supervising students, that places students at risk of harm or injury
- ☐ Insubordination
- ☐ Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School
- ☐ Violations of federal, state or local laws affecting the organization or your employment with the organization
- ☐ Unacceptable job performance
- ☐ Dishonesty
- ☐ Failure to keep a required license, certification or permit current and in good standing
- ☐ Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record
- ☐ Unreported absence of any three consecutively scheduled workdays
- ☐ Unauthorized use of School equipment, materials, time or property
- ☐ Working unauthorized overtime or refusing to work assigned overtime
- ☐ Abuse of sick leave
- ☐ Sleeping or malingering on the job

#### **D. Confidential Information**

All information relating to students, including schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. If you have a question about what information may be shared with a custodial or non-custodial parent, ask for clarification from the School Principal.

#### **E. Conflict of Interest**

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations that he or she believes may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If

an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts related to a potential or actual conflict of interest shall constitute grounds for disciplinary action.

#### **F. Child Neglect and Abuse Reporting**

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

***Child abuse should be reported immediately by phone to CHILD ABUSE REPORTING: 530-225-5144 (24 hours)***

The phone call is to be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child’s parents.

Reporting the information regarding a case of possible child abuse or neglect to your supervisor, the School principal, a School counselor, coworker or other person shall not be a substitute for making a mandated report to **Shasta County HHSA Child Services Division**.

#### **G. Outside Employment**

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

The School will hold all employees to the same standards of performance and scheduling demands and will not make any exceptions for employees who also hold outside jobs.

#### **H. Expense Reimbursements**

The School will reimburse employees for certain reasonably necessary expenses incurred in the furtherance of School business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the School’s policy regarding expenditures, a copy of which may be obtained from the Office Manager. In general, all expenses must have been previously approved in writing by the School Principal. All reimbursement forms must be complete and submitted to the Office Manager within one week of expenses incurred in order to be reimbursed.

### **V. Employee Benefits**

#### **A. Sick Leave**

Sick leave is a benefit provided by the School that employees accumulate in order to provide a cushion for incapacitation due to illness or injury. It is intended to be used only when actually required to recover from illness or injury; or for personal leave. Sick leave may only be 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 (defined as child, parent (adoptive, foster, step parents and legal guardians included), spouse, registered domestic partner, grandparent, grandchild and sibling);
- 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 therefrom.
- Personal leave days for any reason, limited to 3 days per year, will require prior approval by the Principal, with the exception being a personal leave taken for an unplanned, emergency situation.

At the beginning of each school year, all employees are awarded 1 day a month based on FTE of paid sick leave. Unused paid sick leave will carry over from year to year.

Employees may determine how much paid sick leave he or she needs to use; provided that any leave taken is no less than ½ day if a sub is required (for certificated only). If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable. Please contact the School Principal to schedule or report the need for paid sick leave.

Accrued and unused sick leave is not paid out upon termination, resignation, retirement or other separation from employment. The School will provide employees with written notice setting forth the amount of paid sick leave available.

## **B. Insurance Benefits**

### **1. Health Insurance**

All certificated and all non-certificated employees working 6 hours or more are provided a fixed amount of \$835 per month toward the premium for the School *adopted* Health and Welfare Benefits, with the difference being paid for by the employee. The employee may also choose to enroll dependents in the same program at the employee's expense for total amounts in excess of the employer's cap. The employee's portion of monthly contributions will be deducted from the employee's paycheck. Employees who work at least 4 hrs and less than 6 hours will receive dental and vision benefits for themselves and their dependents paid by the School.

### **2. Disability Insurance**

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage-replacement insurance plan for California workers. Employees may be eligible for SDI when they

are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the School Office.

### **3. Family Leave Insurance**

Employees covered by the California Disability Insurance program are also covered by the California Paid Family Leave Insurance program. Eligible employees are entitled to receive up to six weeks of wage replacement benefits when they suffer a wage loss for taking time off to care for a seriously ill child, spouse, parent or domestic partner or to bond with a new child within one year of birth or placement of the child in connection with foster care or adoption. Specific rules and regulations relating the Family Leave Insurance are available from the School Principal.

### **4. Workers' Compensation Insurance**

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

## **C. Leaves of Absence**

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

This Handbook summarizes leave that may be available to employees. Most leave policies have differing requirements for eligibility, duration, benefits, etc. Therefore, employees should contact the School Principal to request specific information relating to a particular leave policy.

While out on a leave of absence, employees may not accept employment with another company or person unless agreed to in advance in writing by the School's Principal. Acceptance of employment in violation of this policy will be considered an abandonment of the employee's position with the School, and employment may be terminated. Employees shall not apply for unemployment compensation insurance while out on leave.

### **1. Pregnancy Disability Leave**

The School complies with the requirements of the California Pregnancy Disability Act, in addition to other family and medical leaves required by law. The School will give each female employee an unpaid leave of absence of up to four months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth or related medical conditions.

To be eligible, the employee must be disabled by pregnancy, childbirth or a related medical condition and must provide appropriate medical certification concerning the disability. If an employee feels they are

entitled to a Pregnancy Disability Leave, they should ask for the specific regulations and information from the school office.

## **2. Medical Leave of Absence**

At the discretion of the School Principal, an unpaid medical leave of absence may be granted up to 6 weeks to employees who are not eligible for other leaves. Ask the School Principal for information on medical leaves of absence, and any implications unpaid medical leave may have on your eligibility for employee benefits, including medical benefit plan coverage.

## **3. Time Off for Organ Donation and Bone Marrow Donation**

Employees are given up to 30 business days paid leave of absence in any one year period for the purpose of donating an organ to another person and a 5 business day paid leave of absence in any one year period for the purpose of donating bone marrow to another person. The year period is calculated from the date the employee's leave begins and consists of 12 consecutive months. The leave may be taken in one or more periods. If the donating employee has any accrued, unused sick or personal days, the employee is required to use up to five of these days for bone marrow donations and up to 10 of these days for organ donations. The School will maintain and pay for health care coverage for the full duration of the leave as if the employee were still at work.

The employee shall provide verification to the School that he or she is an organ or bone marrow donor and that there is a medical necessity for the leave. The employee shall notify the School Office as far in advance of the leave as is practicable.

## **Funeral/Bereavement Leave**

Employees will be allowed up to 3 consecutive working days off for in state and 5 days out of state to arrange and attend the funeral of an immediate family member. For purposes of this policy, an employee's immediate family member includes a current spouse, parent, legal guardian, sibling, child, current parent-, sister-, or brother-in-law, grandparent, grand child, or domestic partner.

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

## **4. Military Leave of Absence**

The School provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine fitness for any such duty. Total military leave time taken may not exceed five years during employment, except in special circumstances.

Advance notice of leave is required. Please inform the Principal of anticipated military leave time as far in advance as possible. Health plan coverage continuance can be arranged for up to 24 months during military leave if required premium payments are made by you. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

Upon a return from military leave up to five years, an employee is entitled to reemployment within two weeks after the employee submits his/her reemployment application.

**5. Time Off to Attend Child's School Discipline**

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

**6. Time Off to Attend Child's School Activities**

Employees that are parents, guardians or grandparents with custody of a child in kindergarten, grades 1-12 or with a child in a licensed day care facility, may wish to take time off to visit the school of your child for a school activity. Employees may take off up to eight hours each calendar month (up to a maximum of 40 hours each school year), provided the employee gives reasonable notice to the Company of the planned absence. The School requires documentation from the school noting the date and time of your visit. The employee may use sick leave for this activity.

**7. Time Off for Jury and Witness Duty**

The School will provide employees paid leave to serve as required by law, on a jury or grand jury if the employee provides reasonable advance notice. Employees may use their personal leave to appear in court or other judicial proceeding as a witness, as permitted by law, to comply with a valid subpoena or other court order. Please notify the Principal of your commitment to serve on a jury or as a witness as far in advance as possible.

**8. Time Off for Victims of Crime or Domestic Violence**

Employees who are victims of domestic violence, sexual assault or stalking will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advanced 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/domestic violence leave. Please notify the School Principal of your need to seek relief as far in advance as possible. If applicable, an employee may use accrued vacation leave for these purposes. The School will also provide reasonable accommodations for a victim of domestic violence, sexual assault, or stalking if requested for the safety of the victim while at work.

**9. Time Off for Victims of Crime**

An Employee who is a victim of certain crimes (violent felonies, felony thefts and serious felonies as defined by law) or is an immediate family member of a victim, 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 advanced 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 Principal 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.

**10. Time Off for Volunteer Firefighters, Reserve Peace Officers or Emergency Rescue Personnel**

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

**11. Workers' Compensation Leave**

Employees that are temporarily totally disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the business needs of the School. Workers' compensation leave will run concurrently with any other applicable medical leave of absence.

**VI. Employment Evaluation and Separation**

**A. Employee Reviews and Evaluations**

Each employee will receive periodic performance reviews conducted by the School Principal. Performance evaluations will be conducted annually, with certain components that take place during the school year. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to give you feedback that will make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions or retention of your job. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with the School Principal and that you are aware of its contents. The evaluation system in no way alters the employment at-will relationship.

Newly hired employees will review their performance goals with the Principal within the first 90 days of employment.

**B. Discipline and Involuntary Termination**

Violation of the School's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions or termination. The School's disciplinary system is informal and is administered with an intent to correct any problems that arise and to support and restore the employee to whom disciplinary action was warranted, but may, on occasion, require suspension or termination of employment.



### **C. Voluntary Termination**

Either the employee or the School may terminate the employment relationship at any time, with or without prior notice and with or without cause. The School requests that employees electing to resign to give as much advance notice as possible (minimum two weeks) to allow the School to plan for your departure.

An exit interview will normally be scheduled on the last day of work with the School Principal. The purposes of the exit interview is to review eligibility for benefit conversion, to ensure that all necessary forms are completed, to collect any company property (including keys, equipment, documents and records) that may be in the employee's possession, to review the employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at the School. The School appreciates receiving candid opinions of the employee's employment. Final pay will be provided in accordance with state law.

## **ACKNOWLEDGEMENT OF HANDBOOK AND AT WILL EMPLOYMENT**

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

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

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

I understand that other than the Principal, no supervisor or representative of the School has the authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will. I understand that only the Principal has the authority to make any such agreement and then only in writing signed by the Principal.

Employee's Name:

Employee's Signature:

Date: