



Employee Handbook 2013-2014

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE EXECUTIVE DIRECTOR.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

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

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

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

Employee's Signature: Date: _____

Please sign/date, tear out, and return to the School.

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Employee's Signature: Date: _____

Please retain this copy for your records.

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INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Citizens of the World Charters Los Angeles (hereinafter referred to as “CWCLA” or the “School”). It explains some of our philosophies and beliefs, and describes in general terms, some of our employment guidelines. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. CWCLA also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

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

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

Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to the Executive Director. This will provide the School with a record that each employee has received this Handbook.

History of CWC

Citizens of the World Charter (CWC) was founded by a broad coalition of parents, educators, community members and philanthropists, including successful film and television producer Mark Gordon and veteran educator and parent leader Kriste Dragon. Citizens of the World Charter School in Hollywood opened its doors in September 2010 to 100 Kindergarten and First Grade students. It was inspired by and is modeled heavily after Larchmont Charter School - an integrated school that consistently ranks among the best schools in L.A. This fall, more than 700 students will walk through the doors of Citizens of the World Charter schools in Los Angeles in the neighborhoods of Hollywood, Silver Lake and Mar Vista and another 150 students will begin school at new CWC schools opening in Brooklyn, N.Y., marking CWC's first national expansion.

Mission

The mission of CWCLA is to provide a socio-economically, culturally and racially diverse community of students in the heart of Los Angeles with an intellectually challenging, experiential learning environment that develops each individual student's confidence, potential, and individual responsibility as citizens of the world in which we live.

Organizational Structure

Following CWC Hollywood's founding, the national network, CWC Schools was created. CWC Schools (CWCS) is a separate 501c3 that helps to found each region which is then a separate 501c3 led by an Executive Director and governed by its own regional board. CWCS founded CWCLA in 2011 and CWCH formally merged in to CWCLA in June 2012. The regions are linked to the network through sole statutory membership (the network works closely with the regional boards and can appoint or remove board members). Additionally, the network Chief of Schools works to support the regional boards and Executive Directors and the network Chief Academic Officer works to support and develop Principals. Within each region the Executive Director position is akin to a superintendent position in a school district with ultimate responsibility and oversight of the region. The regional support office (RSO) provides support to schools in a multitude of areas including human resources, facilities, finance, legal, insurance, compliance/reporting, development/fundraising and outreach/admissions. RSO staff currently includes Jen Bledsoe - Regional Office Manager, Angelica Martinez Sammons – Regional Operations Manager and Amy Held – Executive Director. At a basic level, academic questions should be directed to the Principal, operations questions should be directed initially to the school Office Manager and/or Assistant Principal (if applicable). The Office Manager/AP can then coordinate with the RSO and ExED (back office provider for payroll, purchasing, etc.) as needed.

Staff Expectations

All staff are expected to:

- Know, understand and work to embody the CWCLA core principles
- Work to be the best professionals by aiming to:
 - Proactively solve potential problems
 - Communicate needs or questions to colleagues/supervisors
 - Work collaboratively
 - Exercise self-care and work towards balance
 - Be on time and ready to start at designated times

- Know and meet all deadlines
- Communicate prior to missing deadlines if extensions or support are needed
- Dress appropriately
- Communicate and Collaborate Effectively
 - Check email a minimum of one time per day
 - Return email and phone messages within 24 hours (weekdays)
 - Greet all family members, students, and visitors upon seeing them
 - Check for understanding when unclear on directions, expectations, norms, etc.
 - Ask for help when needed
 - Assume best intentions
 - Use conflict resolution language and techniques to resolve conflicts or problems
- Have fun!

Citizens of the World Charter Schools Core Principles

Developed by the Founding Staff, August 2010

This We Believe...

Balancing Individualism with Responsibility Towards Our Community

We believe that all students are capable of becoming independent, self-aware, and mindful learners who intentionally act to better themselves. In addition, we believe that all individuals should commit to respecting and valuing each other and creating a helpful and compassionate community. We believe a school community will appreciate all aspects of diversity and use this knowledge to strengthen and celebrate the community while also self-reflecting as individuals.

Diversity and Appreciation for Difference

We believe this is a fundamental block in our core principles at CWCLA because the understanding of others is critical to being a Citizen of the World. This creates a sense of belonging and community. The goal is that our students take this sentiment and utilize it in a global changing world.

Constructing Meaning through Powerful Hands-On Learning Experiences

At CWCLA, we value that learning is best when it is an active, hands-on process during which students “construct” their own knowledge. Project-based learning is the means through which we accomplish this, where students engage in and learn through real world scenarios and engaging topics of study. Through project-based learning, students are involved in planning, problem solving, decision-making, and investigation around a central theme, working both alone and in groups.

Critical Thinking and Problem Solving

We believe that thinking critically, outside the box, leads to effective problem solving across curricular areas and in relationship to others. This promotes teamwork, group responsibility, respect and self-reflection. Mastering of these skills will prepare our children for diverse challenges in their futures.

Developmentally Appropriate Education

As educators, we believe in creating a developmentally appropriate and challenging curriculum. Learning is tailored to each student’s individual needs by incorporating active, meaningful and engaging lessons. This includes being mindful of the multiple intelligences that all children bring to any learning environment.

Learning About What’s Meaningful

As CWCLA, you’ll see children learn about what’s meaningful through service learning. Children will be aware of their world around them and learn that their actions can impact the betterment of human kind and help improve the world.

Inventiveness, Imagination and Creativity

At CWCLA, we are committed to fostering the encouragement and freedom to have all students engaging in inventive, imaginative and creative activities throughout all curricular areas.

Equity and Access

At CWCLA, we believe that all children deserve access to equal educational opportunities, regardless of socio-economic status, ethnic background or religious affiliation. Additionally, educational opportunities provided will take into account the aforementioned differences.

Interconnectedness/Interdependence

We believe children learn by making connections in the world around them (experiences, prior knowledge, etc.). Teachers use thematic units as a vehicle to help make connections across different disciplines and subject areas.

Safe, Respectful, Compassionate Learning Environments

Within each classroom at CWCLA, will ensure that all students feel a sense of place and connection to our school. In order for students to do their best learning, academically, socially and emotionally, they must feel safe and respected. To achieve this, students are respected members of the community who are seen as important contributors to the setting of norms and development of a caring community.

Staff Agreements

MUTUAL RESPECT

- Communication
- 24 hr rule
- Mutual respect
- Understanding that we're imperfect/not always our best "bad days happen"
- Perspective taking
- "I" messages

KEEP THE MAIN THING THE MAIN THING (AKA, THE KIDS)

- About kids
- Audacity to be ambitious

INTEGRITY/INTENTION TO BRING BEST SELF AND BE POSITIVE

- Positivity
- Assume positive intent
- Speaking/listening from heart
- Non-judgmental
- Honest about issues
- No skirting things/pushing under rug
- Bringing your best self

TAKING CARE OF SELF AND OTHERS

- Ask for help
- Recognition
- Encouragement/praise
- Be on time/be present
- Self-aware/looking at others
- Take care of yourself

COLLABORATIVE COMMUNITY

- Inclusiveness
- Grade level/groups/etc.
- Focus on relationships
- Good morning/hi's/hello's/smiles
- Teamwork
- Have fun
- Support
- Balancing playfulness/hard work

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

CWCLA is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. 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.

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

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

Employment At-Will

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

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

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any

employment practices shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Child Abuse and Neglect Reporting

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

By acknowledging receipt of this Handbook, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

Staff/Student Interaction Policy

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

Corporal Punishment

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

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

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

- A. Examples of PERMITTED actions (NOT corporal punishment)
 - 1. Stopping a student from fighting with another student;
 - 2. Preventing a pupil from committing an act of vandalism;
 - 3. Defending yourself from physical injury or assault by a student;
 - 4. Forcing a pupil to give up a weapon or dangerous object;
 - 5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
 - 6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

- B. Examples of PROHIBITED actions (corporal punishment)

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

Acceptable and Unacceptable Staff/Student Behaviour

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

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

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

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

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or report the matter to school administrators. If the observed behavior appears significant, it is the duty of every staff member to immediately report it to an administrator. All reports shall be confidential. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Unacceptable Staff/Student Behaviors (Violations of this Policy)

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

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

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

Cautionary Staff/Student Behaviors

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

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

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.

- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing your Executive Director about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

Policy Prohibiting Unlawful Harassment

CWCLA is committed to providing a work and educational atmosphere that is free of unlawful harassment. CWCLA's policy prohibits sexual harassment and harassment based upon race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. CWCLA will not condone or tolerate harassment of any type by any employee, independent contractor or other person with which the School does business. This policy applies to all employee actions and relationships, regardless of position or gender. CWCLA will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Deferential or preferential treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

In accordance with existing policy, discrimination on the basis of gender in education institutions is prohibited. All persons, regardless of the gender, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the School.

CWCLA is committed to provide a workplace free of sexual harassment and considers such

harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consist of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (1) submission of the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

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

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Employees and students are expected to act in a positive and professional manner and to contribute to a productive School environment that is free from harassing or disruptive activity. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Executive Director. See Appendix A for the "Harassment Complaint Form." See Appendix B for the general "Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or

conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.

- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work.
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation, filing of a complaint or reporting sexual harassment.

CWCLA will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

While in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities.

Whistleblower Policy

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

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing

that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action.

Drug-Free Workplace

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

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

Confidential Information

Information about CWCLA, its employees, students, families, suppliers, and vendors is to be kept confidential and divulged only to individuals within CWCLA with both a need to receive and authorization to receive the information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with the Principal and Executive Director.

All records and files maintained by CWCLA are confidential and remain the property of CWCLA. Records and files are not to be disclosed to any outside party without the express permission of the Principal and/or Executive Director. Confidential information includes, but is not limited to: financial records; personnel and payroll records regarding current and former employees; the identity of, contact information for, and any other information on students, vendors, and suppliers; programs, trade secrets, and any other documents or information regarding CWCLA's operations. Confidential information may not be removed from CWCLA premises without express authorization.

As CWCLA was chartered to serve a diverse socio-economic population, special care needs to be given to safeguarding the identity of the economically disadvantaged students we serve. Every precaution should be taken to ensure that information identifying a student as eligible for the Federal Free & Reduced Lunch program is kept confidential at all times, and only those staff members with a legitimate need to know should be provided with this information.

In addition, as a school that serves students with special needs, extraordinary care must also be taken to ensure the confidentiality of all information related to the assessment for, or provision of, special education services. Access to Individual Educational Plans (IEPs) is on a strict need-to-know basis and any staff accessing a student's IEP must, in accordance with LAUSD policy, sign the IEP folder in and out and ensure its confidentiality while in his/her possession.

Parents, volunteers, Board Members and staff that do not have a need to know this information are prohibited from accessing this information under any circumstances.

Lastly, student records are not to be shared with/accessed by anyone other than authorized school staff members with the obvious exception of the student's parents/legal guardians. Parent volunteers working in the school office are not allowed to access individual student records for any reason.

Confidential information obtained during or through employment with CWCLA may not be used or disclosed by an employee, except as job-related. Employees must also maintain the confidentiality, use or disclosure of confidential information at all times following termination of employment. CWCLA reserves the right to seek all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

Employees may be required to enter into written confidentiality agreements confirming their understanding of CWCLA's confidentiality policies and failure to adhere to the confidentiality procedures of the school may be the grounds for immediate termination.

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest.

An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Executive Director, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Smoking

CWCLA facility is a no smoking facility.

THE WORKPLACE

Work Schedule

CWCLA's hours of operation are 7:30 a.m. – 6 p.m. and office hours are typically 8:15-4:30 Monday through Friday. All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Staff members will be assigned a work schedule. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

In order to accommodate the needs of the school, it may be necessary to change individual work schedules on either a short-term or long-term basis.

To modify one's schedule, employees should meet with either the Principal or Executive Director to request the change. All schedule changes or modifications must be approved by the Principal or Executive Director.

Meal Periods

Non-exempt employees are provided with at least a thirty (30) minute meal period, to be taken approximately in the middle of the workday. The Executive Director should be aware of and approve scheduled meal and rest periods.

Employees are expected to observe assigned working hours and the time allowed for meal and rest periods. Do not leave the premises during rest periods and do not take more than ten (10) minutes for each rest period. Employees may leave the premises during the meal period.

Attendance and Tardiness

All employees, whether exempt or non-exempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning.

If you find it necessary to be absent or late, you are expected to call, text and email the office and your supervisor as soon as possible (ideally at least 2hrs but not less than 30 minutes before the start of the work day) and arrange coverage for your responsibilities. If you are absent from work longer than one day, you are expected to keep the Executive Director sufficiently informed of your situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Executive Director will be considered a voluntary resignation from employment.

Missed Days/Arrangement for Substitutes

On occasion employees become ill and can't come to work. To prepare for these occasions,

teachers and ASP program staff are to prepare an emergency substitute packet. This packet is to include the following:

- A welcome/overview letter for the substitute
- Instruction on how to take attendance and basic classroom procedures
- Schedule of activities for three days
- Copies of worksheets/assignments for each day

All teachers and ASP program staff should then take steps to arrange for substitute coverage by:

- 1) Contacting one's Teaching Assistant/teaching partner to request coverage;
- 2) If for any reason your TA cannot cover the class call another CWCLA TA qualified to substitute;
- 3) If no TA is available to cover, contact a member of CWCLA's approved list of substitutes or Teachers on Reserve to secure a substitute and
- 4) Email and call in to the school office (the Principal/AP and Office Manager). Employees are asked to contact school as soon as they are aware that they are unable to report to work. CWCLA requests that employees provide at least 2 hours' notice except in extraordinary circumstance and to arrange for a substitute for the day.

Upon returning to work after an absence for any reason, other than a pre-approved vacation or personal day, all employees must complete an absence form and turn it in to the Executive Director by the end of the workday on which the employee returns and note it on the employee's attendance log. If an employee is absent for medical reasons for more than five (5) working days, the employee must, immediately upon his or her intended day of return to work, provide the Executive Director with a physician's statement certifying that the employee is able to return.

Time Cards/Records

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

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

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

No one may record hours worked on another's worksheet. Any employee who tampers with his/her own time card, or another employee's time card, may be subjected to disciplinary action, up to and including release from at-will employment with the School.

Company Property

All desks, workstations and computers and equipment are CWCLA property. Depending on the employee's job duties, CWCLA may issue an employee property to assist in his or her work, such as a company credit card, keys, remote controls, textbooks, and/or other learning materials. The employee is fully responsible for any CWCLA property issued.

CWCLA reserves the right to inspect desks, cabinets and other work areas, as well as any contents, effects or articles that are in desks. Such inspection can occur at any time, with or without advance notice or consent.

Terminated employees should remove any personal items at the time they leave the School. Personal items left in the workplace are subject to disposal if not claimed at the time of the employee's termination.

Use of E-Mail, Voicemail and Internet Access

CWCLA will permit employees to use its electronic mail, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The E-mail system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file of E-mail or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal E-mail files or voicemail unless there is a business need to do so. CWCLA retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

Technology

CWCLA utilizes various forms of technology resources in conducting its business. "Technology resources" refers to all electronic devices and systems, software, and means of electronic communication including, but not limited to, the following: personal computers and

workstations; laptop computers; mini and mainframe computers; computer hardware such as disk drives; peripheral equipment such as printers, modems, scanners, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; telephones; voicemail systems; electronic-mail systems; portable computer devices; cellular telephones; pagers; personal digital assistants (sometimes referred to as Pads); personal organizers and other electronic wireless communication devices; digital cameras; and video recorders. CWCLA's technology resources are CWCLA's property and there are special rules that apply to the technology resources as set forth below.

Depending on the employee's job duties, CWCLA may provide an employee with access to some or all of its technology resources or issue an employee a technology resource to use for business purposes. Only employees whose job performance will benefit from the use of CWCLA's technology resources will be given access to or issued technology resources.

Employees who use CWCLA's technology resources must do so responsibly and are required to comply with all state and federal laws, the policies of CWCLA, and with normal standards of professional and personal courtesy and conduct. Racist, sexist, harassing or threatening language is strictly prohibited.

For example, there is to be no viewing, transmitting, downloading, sharing, use or printing of sexually-explicit images, messages, or cartoons; or any viewing, transmitting, downloading, sharing, use or printing of materials that contain ethnic slurs, racial epithets, derogatory, defamatory, obscene or offensive statements or images; or anything that may be construed as harassment or disparagement of others based on their race, national origin, ancestry, sex, gender identity, pregnancy, sexual orientation, marital status, age, physical or mental disability, genetic information, medical condition, religious beliefs, family care or medical leave status, veteran status or any other characteristic protected by federal, state or local laws.

In addition, employees also are prohibited from using CWCLA's technology resources for gambling.

Employees must not use the technology resources to copy, retrieve, forward or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

Personal Use of Company Property and Technology Resources

CWCLA's company property and technology resources are to be used by employees for the purpose of CWCLA business. This policy does not prohibit limited use of a personal or social nature on the employee's non-work time, providing such use does not violate any of CWCLA's policies or detract from the employee's performance of his or her job duties. CWCLA reserves the right to determine when personal use of technology resources or property is excessive or improper, and may require reimbursement from an employee and/or discipline the employee when the employee has used the resources or property excessively or improperly.

CWCLA Right to Access and Inspect Company Property and Technology Resources

CWCLA reserves the right to inspect all CWCLA property, including but not limited to desks, workstations, cabinets, drawers, and closets, as well as any contents, effects, or articles in CWCLA property. Such inspection can occur at any time, with or without advance notice or consent.

In addition, CWCLA specifically reserves the right to access, monitor and inspect the contents of, and data stored in, all of its technology resources at any time for any reason, in its sole discretion. Employees should understand that they have no right of privacy with respect to any messages or information created, maintained, received or stored on CWCLA's technology resources, even if those devices require a personal password to use or access or if the information has been deleted. All email, text and voicemail messages sent and received, including personal messages, all Internet sites visited, and all data and information stored on CWCLA's technology resources may be accessed, monitored and inspected by CWCLA and are CWCLA property, regardless of content. Any employee who chooses to use a CWCLA technology resource for personal use does so with the express notice that CWCLA has the right to access, monitor and inspect all information on the device, including but not limited to reviewing any personal voicemails, email messages, text messages, images, video or other personal information stored on the device. CWCLA may conduct this inspection by reviewing the contents of the technology resources or by obtaining and reviewing records maintained by a third-party that supplies services to CWCLA pertaining to the technology resources.

CWCLA reserves the right to advise appropriate legal authorities of any incident where it reasonably believes an employee violated the law.

Cellular Phone Use and Electronic Wireless Communication Policy

Because of their job responsibilities, some CWCLA employees may be assigned cellular phones or electronic communication devices ("ECDs") by CWCLA.

CWCLA cellular phones and ECDs are CWCLA property and are to be used by employees for the purpose of CWCLA business. This policy does not prohibit limited use of the cellular phones or ECDs for personal use during the employee's non-work time, provided such use does not violate any of CWCLA's guidelines and practices or detract from the employee's performance of his or her job duties. Frequent use of CWCLA's cellular phone or ECDs for personal calls during work time or during non-work time is a violation of this policy. CWCLA reserves the right to determine when personal use of the cellular phone or ECDs is excessive or improper, and may require reimbursement from an employee and/or discipline the employee when the employee has used his or her CWCLA cellular phone and/or ECDs excessively or improperly.

As set forth in more detail above, CWCLA has the right to inspect information and data stored on CWCLA-issued cellular phone and ECDs, such as incoming and outgoing call history records, text messages, voicemail messages, images and videos. To the extent allowed by law, CWCLA also reserves the right to inspect other information about an employee's use of CWCLA-issued cellular telephone and/or ECDs that is available through the network provider's records. CWCLA reserves the right to rescind cellular phone or ECDs privileges at any time and for any reason.

In addition, CWCLA requires employees to safely use cellular phones while driving during work

hours, regardless of whether they are personal or CWCLA-issued cellular phones. Employees who use handheld cellular phones must refrain from making or receiving business calls while driving. If an employee needs to make or receive a business phone call using a handheld device while driving, the employee must stop and park his or her vehicle in a proper parking area for the call. Employees who use hands-free cellular phones must keep business conversations brief while driving, and must stop the vehicle and park in a proper parking area if the conversation becomes involved, traffic is heavy, or road conditions are poor. In an emergency situation only, such as a traffic accident or car trouble, CWCLA recognizes that employees may find it necessary to make a cellular phone call using a hand-held device while driving. CWCLA also prohibits employees from writing, sending or reading a text-based communication on an ECDs while driving during work hours, regardless of whether the employee is using his own or a CWCLA-issued ECDs. For example, employees may not drive during work hours and engage in text messaging, instant messaging, or send or read electronic mail.

Employees who violate this policy are subject to disciplinary action up to and including termination. Please contact the Executive Director if you have any questions about cellular phone or ECD use.

Return of Company Property and Technology Resources

An employee who is issued CWCLA property or technology resources must return the items when requested by CWCLA or upon voluntary or involuntary termination of employment. All property and technology resources must be returned to the Executive Director. If equipment is left at any other location, the employee will be responsible for any resulting damages to, or misuse of, the property or technology resources.

An employee may face disciplinary actions, up to and including termination, if any CWCLA property or technology resources issued to him or her is lost, lost due to late return, damaged, misused or not returned to CWCLA. CWCLA reserves its right to recover the value of the property or technology resources from an employee to the full extent authorized by law.

Personal Business

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

Social Media

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

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;

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

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

Personal Appearance and Conduct

Employees are expected to wear clothing appropriate for the nature of the school and the type of work performed. Because each employee is a representative of CWCLA in the eyes of the public, each employee is expected to report to work properly groomed, maintain good personal hygiene, and maintain a professional appearance that sets a good example for CWCLA students.

The Board of Directors believes that teachers serve as role models. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

The Board of Directors encourages staff, during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all staff shall adhere to the following standards of dress:

1. Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair.
2. Pants and shorts are to be worn on the waist with no portion of an undergarment showing.
3. Skirts, dresses and shorts should be modest in length and no higher than three inches above the knee.
4. All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
5. For safety purposes, earrings must not dangle more than one inch below the ear.
6. Clothing or jewelry with logos that depict and/or promote gangs (as defined in Cal. Ed. Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.

7. Appropriate shoes must be worn at all times.

Health and Safety Policy

CWCLA is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the site administrator and Executive Director any potential health or safety hazards, and all injuries or accidents.

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

Criminal Background Checks

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

Tuberculosis Testing

All employees of the School must submit written proof from a physician of an examination for tuberculosis (TB) within the last sixty (60) days showing that they are free of active TB. The examination for tuberculosis consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. TB examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

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

Security Protocols

CWCLA has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any

suspicious persons or activities to the site administrator or Executive Director. Employee desk, classroom or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Executive Director when keys are missing or if security access codes or passes have been breached.

Occupational Safety

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

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

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

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

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

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

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

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

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Executive Director. 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 Executive Director 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 W-2 shows Social Security information, taxes withheld and total wages.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees. CWCLA will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Executive Director. CWCLA provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

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

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

Paydays

Paydays are twice a month typically scheduled on the 15th and 30th of each month. If an employee observes any error in his or her check, it should be reported immediately to the Office Manager and site administrator.

Wage Attachments and Garnishments

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

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

Medical Benefits

Eligibility

An employee is eligible for medical coverage if he or she is a full-time regular employee working for the School or a part-time employee whose regular work schedule requires working more than thirty (30) hours per week. Part-time employees will be responsible to pay a pro-rated share of the costs for medical coverage.

"Full-time" employee means that an employee is hired to work at least forty (40) regular hours per week. Temporary and internship employees are not eligible to participate in the plans.

Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

When Coverage Starts

Your coverage will begin on the first day of employment or if hired mid-month it will start as soon as possible and definitely by the first day of the next month. Your enrollment form must be submitted to the Executive Director as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for your coverage.

COBRA Benefits

Continuation of Medical and Dental

WHEN COVERAGE UNDER THE SCHOOL'S HEALTH PLAN ENDS, YOU OR YOUR DEPENDENTS MAY CONTINUE COVERAGE IN SOME SITUATIONS.

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

Medical coverage for you, your spouse, and your eligible dependent children can continue for up to 18 months if coverage ends because:

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

This 18-month period may be extended an additional 11 months if you are disabled at the time of your termination or reduction in hours if you meet certain requirements. This 18-month period also may be extended if other events (such as a divorce or death) occur during the 18-month period.

Your spouse and eligible dependents can continue their health coverage for up to 36 months if coverage ends because:

- You die while covered by the plan;
- You and your spouse become divorced or legally separated;
- You become eligible for Medicare coverage, but your spouse has not yet reach age 65; or
- Your dependent child reaches an age, which makes him or her ineligible for coverage under the plan.

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

CWCLA will notify you or your dependants if coverage ends due to termination or a reduction in your work hours. If you become eligible for Medicare, divorced or legally separated, die, or

when your child no longer meets the eligibility requirements, you or a family member are responsible for notifying the School within 30 days of the event. CWCLA will then notify you or your dependents of your rights.

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

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

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

PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by their supervisor. Performance evaluations will be conducted annually, on or about the anniversary date of your employment with the School. 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 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. 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 your supervisor, and that you are aware of its contents.

Newly hired employees will have their performance goals reviewed by their supervisor within the first ninety (90) days of employment.

Your potential for advancement will be based largely upon your job performance. On a periodic basis, the Executive Director will review your job performance with you in order to establish goals for future performance and to discuss your current performance. CWCLA's evaluation system will in no way alter the at-will employment relationship.

Personnel Files and Record Keeping Protocols

At the time of your employment, a personnel file is established for you. Please keep the Office Manager and Executive Director advised of changes that should be reflected in your personnel file. Such changes include: change in 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. You also have the right to obtain a copy of your personnel file as provided by law. You may add your comments to any disputed item in the file. CWCLA will restrict disclosure of your personnel file to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Executive Director. Only the Executive Director or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

HOLIDAYS, VACATIONS AND LEAVES

Holidays

CWCLA calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

Other days during the school year, such as days during the School's calendared breaks, and other holidays listed in the offer/renewal letter shall be unpaid time off for all non-exempt employees in active status. Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Executive Director. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. vacation, personal necessity day, etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day. Employees on any leave of absence do not earn holiday pay.

Vacation

Full-time employees other than teachers and administrators who are considered non-exempt salaried employees are paid the equivalent of 10 paid vacation days per year with the understanding this time is to be taken concurrent with/during school vacations.

Administrators' and Teachers' vacations are the same as school vacations, and include the Winter Break, Spring Break, and Summer Break. Part-time and temporary employees do not qualify for paid vacation time.

Vacation Time Scheduling and Approval

Requests for vacation time outside of regularly scheduled school vacations must be approved in advance and will be considered unpaid time off. In order to request vacation time, employees must fill out and submit to Executive Director an Employee Time-Off Request Form at least two weeks prior to the requested vacation time, absent extraordinary circumstances that CWCLA determines, in its sole discretion, warrant less notice. These forms can be obtained from Executive Director.

CWCLA retains the right to require an employee to cancel a previously approved vacation when necessary to meet CWCLA's business needs.

An employee may only use accrued vacation time, and CWCLA generally will not advance or allow employees to borrow vacation time that will be accrued in the future. In limited circumstances, CWCLA may make exceptions to this policy in its sole discretion on a case-by-case basis. In the event that two or more employees have requested vacation time covering the same period and may not be absent simultaneously, preference shall ordinarily be given to the employee with the greater length of service.

Unpaid Leave of Absence

CWCLA recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. The School must approve any unpaid leave of absence in advance.

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

If you are currently covered, medical, and dental coverage will remain in force during a medical or worker's compensation leave of absence, provided you pay the appropriate premiums. Whether you are required to pay your own premiums will depend upon the length of your leave of absence. During a family/medical leave, your medical and dental benefits will remain in force provided you pay the appropriate premiums. Benefits are terminated the day any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave.

No vacation time is accrued during any type of unpaid leave of absence.

Sick Leave

Full-time employees are allowed ten (10) sick days per year. For teachers, a year is defined as August 15 – June 30. For non-teachers, the year is defined as July 1 – June 30. For any staff hired after the start of their respective year, the number of sick days available for that year will be prorated to reflect the portion of the year that they are working (i.e. a teacher hired on Feb 1st would receive five (5) sick days for the period Feb 1 – June 30). Sick days will carry over from one academic year to the next up to a cap of twenty (20) days. Sick leave will not accrue during any unpaid leave of absence.

Full-time employees may use up to five (5) days of sick leave for personal necessity leave per year. Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for an employee who is the father of the child to be absent from his position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the

workday. Employees must request personal necessity leave at least one (1) day in advance unless an emergency situation occurs.

Compensation for Sick Leave

Eligible employees may take sick leave in half-day or full-day increments. Employees will receive pay at their normal base rate for any sick leave taken. For example, a full-time, Hourly employee will be paid sick leave based on an 8-hour workday for a full-day leave, and four- hours pay at his or her hourly rate for a half-day leave. No employee may receive pay in lieu of sick leave, and employees will not receive pay for unused sick leave and/or personal days that have expired at the end of the academic year (per the accrual policy above) or upon termination of their employment.

Use of Sick Leave

Sick leave may be used for personal illness, injury, or disability. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for “personal” absences. Eligible employees are permitted to use their accrued sick leave in order to care for an ill child (including a biological, foster, or adopted child, a stepchild, or legal ward of the employee), parent (including a biological, foster, or adoptive parent, stepparent or legal guardian), spouse, or domestic partner. Time off for medical and dental appointments will be treated as sick leave. Employees may not use sick time until it is accrued.

CWCLA retains the right to request verification from a licensed health care practitioner for any absence due to illness, injury, or disability. Sick pay may be withheld if a satisfactory verification is not timely received.

Requesting Sick Leave

Eligible employees should call in to either the Principal or Executive Director, as appropriate, as soon as they are aware that they are unable to report to work. CWCLA requests that employees attempt to provide at least two (2) hours’ notice except in extraordinary circumstances. If medical circumstances allow, employees should fill out an Employee Time-Off Request Form before taking sick leave if the employee has already reported to work. These forms can be obtained from the Principal or at the Executive Director’s office.

Coordination of Sick Leave with Other Benefits

If you exhaust sick leave, additional time off for illness or injury will be charged to your personal days and then accrued vacation. Time off in excess of sick leave, personal days, and vacation will be without pay. CWCLA will pay accrued sick leave benefits on behalf of an eligible employee during the normal waiting period, if applicable, before the employee is paid workers' compensation benefits pursuant to the applicable state and federal law governing industrial injury or illness. Similarly, CWCLA will pay sick leave benefits during the normal waiting period, if applicable, before the eligible employee is paid benefits from either state unemployment disability or other insured unemployment disability plan. It is the employee’s responsibility to apply for any disability benefits for which he or she may be eligible as a result of illness or disability, including California State Disability Insurance, workers' compensation insurance, and/or any short-term disability insurance benefits for which the employee qualifies.

Family Care and Medical Leave

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

- Employee Eligibility Criteria

To be eligible for FMLA leave, the employee must have been employed by the School for the last 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave.

- Events That May Entitle an Employee To FMLA Leave

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

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of 12 weeks of leave for this purpose.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).
3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury.
4. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
5. To provide care to a covered service member (U.S. Armed Services) with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin of the employee. The employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
6. A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of

incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.

- Amount of FMLA Leave Which May Be Taken
 1. FMLA leave can be taken in one or more periods, but may not exceed twelve (12) workweeks total for any purpose in any 12-month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
 2. An employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces member shall be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the Armed Forced member.
 3. The “12 month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
 4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement.
- Pay during FMLA Leave
 1. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period.
 2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
 3. If an employee has exhausted their sick leave, leave taken under FMLA shall be unpaid.
 4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.
- Health Benefits

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

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

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

- **Medical Certifications**

1. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request until such certification is provided.
2. The School may contact the employee's health care provider to authenticate or clarify information in a deficient certification if the employee is unable to cure the deficiency.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- **Procedures for Requesting and Scheduling FMLA Leave**

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.
 2. Employees should provide not less than thirty (30) days notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. In most cases, the School will respond to an FMLA leave request within two (2) days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within five (5) business days of receiving the request, absent extenuating circumstances. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any

comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.

2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- **Limitations on Reinstatement**

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

- **Employment during Leave**

An employee on FMLA leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four

(4) months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

- Duration of Pregnancy Disability Leave

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

Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

- Pay during Pregnancy Disability Leave

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

- Health Benefits

CWCLA shall provide continued health insurance coverage while an employee is on a PDL leave consistent with applicable law. The continuation of health benefits is for a

maximum of four (4) months in a 12-month period. CWCLA can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
 2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking CFRA leave.
 - The continuation, recurrence or onset of a health condition entitles the employee to CFRA leave or other circumstance beyond the employee's control.
- **Medical Certifications**
 1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
 2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.
 - **Requesting and Scheduling Pregnancy Disability Leave**
 1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
 2. Employee should provide not less than thirty (30) days or as short of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

6. In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at the time reinstatement is requested). If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available, but filling that position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from a pregnancy disability leave of three days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

An employee on pregnancy disability leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment.

Industrial Injury Leave (Workers' Compensation)

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

- Medical care;

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

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

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

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

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

Military and Military Spousal Leave of Absence

CWCLA shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (“USERRA”). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

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

CWCLA will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

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

Bereavement Leave

Salaried employees are entitled to a leave of up to three (3) days without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off.

Jury Duty or Witness Leave

For all exempt employees, the School will pay for up to 5 working days time off per rolling 12-month period. Paid leave for jury duty is available only to a regular full-time employee who has been working at CWCLA for 12 consecutive months. For all non-exempt employees, the School will pay for up to three (3) days if you are called to serve on a jury.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working

hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Executive Director at least two (2) days notice.

School Appearance and Activities Leave

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

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused sick time to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a 12-month period.

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

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

An employee must first use his or her earned but unused sick leave for bone marrow donation and two (2) week's worth of earned but unused sick leave for organ donation. If the employee has an insufficient number of sick days available, the leave will be considered unpaid.

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

Returning From Leave of Absence

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

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

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School, which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or the School's interests or its efficient

- operations.
23. Refusal to speak to supervisors or other employees.
 24. Dishonesty.
 25. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated. Additionally, it is inappropriate and presents a potential conflict of interest for staff to attempt to sell, fundraise directly from, or to solicit goods or services from students or families. Any consideration of advertising outside services (including tutoring, camps, babysitting, etc.) or products (examples: jewelry, candy, Tupperware sales) to students or families requires prior approval of the site administrator and Executive Director.

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

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

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

engage in additional employment can be revoked at any time.

Termination of Employment

Should it become necessary for you to terminate your at-will employment with the School, please notify the Principal and Executive Director regarding your intention as far in advance as possible. At least two (2) weeks notice is expected whenever possible.

When you terminate your at-will employment, you will be entitled to all earned but unused vacation pay. If you are participating in the medical and/or dental plan, you will be provided information on your rights under COBRA.

INTERNAL COMPLAINT REVIEW

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

Specific complaints of unlawful harassment are addressed under the School’s “Policy Against Unlawful Harassment.”

Internal Complaints

(Complaints by Employees Against Employees)

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

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

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

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

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

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

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Executive Director or Board President (if the complaint concerns the Executive

Director) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

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

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

General Requirements

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

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

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

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

APPENDIX A

HARASSMENT COMPLAINT FORM

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

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

Please review the School's policies concerning harassment for a definition of harassment and a description of the types of conduct that are considered to be harassment.

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed you (sexually or otherwise) or someone else: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

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

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX B
COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur?

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

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

_____ Date: _____

Signature of Complainant

Print Name

To be completed by School:

Received by: _____ Date: _____