



Community Learning Center Schools, Inc. (CLCS)
Employee Handbook

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I. Introduction

This Handbook summarizes the Community Learning Center Schools, Inc. (“CLCS”) personnel policies applicable to all employees of CLCS working at the Alameda Community Learning Center (“ALC”) and the Nea Community Learning Center (“Nea”) charter schools (hereinafter referred to as “School”), as determined by the CLCS Board of Directors. Please review these policies carefully. If you have any questions about the policies outlined in this “Employee Handbook”, or if you have any other personnel related questions, whether related to policies specifically addressed in this Handbook or otherwise, please consult the Executive Director of Community Learning Center Schools, Inc (CLCS) who is responsible for human resources at both schools.

This Handbook describes CLCS’s and the School’s personnel policies. This Handbook supersedes any previously issued handbooks, policies, benefit statements and/or memoranda, whether written or verbal, including those that are inconsistent with the policies described herein.

CLCS reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice (including, but not limited to, areas involving hiring policies and procedures, general work place policies, hours of work, overtime and attendance, standards of conduct, employee benefits, employment evaluation and separation). Only the CLCS Board of Directors may alter the employment status of any of its employees.

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

II. Hiring Policies and Procedures

A. Contracts

Your contract with CLCS governs your employment relationship with CLCS.

This Handbook does not in any way reflect a modification of your contract and does not reflect a contract of employment, either express or implied, between you and CLCS.

No School representative is authorized to modify this policy for any employee, unless in writing, signed by both the CLCS Executive Director and approved in writing by the CLCS Board of Directors.

B. Equal Employment Opportunity Policy

CLCS is an equal opportunity employer. It is the policy of CLCS to afford equal employment and advancement opportunities to all qualified individuals without regard to race, creed, color, religion, national origin, ethnicity, ancestry, sex, sexual orientation, age, physical or mental disability, marital status, citizenship status, medical condition, or any other legally protected status. This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees. Furthermore, the School prohibits all unlawful discrimination against any employee or applicant for employment in its programs or activities based on race, color, religion, sex, gender, ethnic group identification, age, national origin, ancestry, genetic characteristics, mental or physical disability, marital status, sexual orientation or other category protected by law.

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

If you believe prohibited discrimination has occurred, please contact the ACLC or Nea Lead Facilitator or the CLCS Executive Director immediately. Reports will be investigated and appropriate corrective action will be taken.

C. Immigration Compliance

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

D. Employee Classification

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

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

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

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

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

Temporary: Temporary employees are those employees who are hired for a limited time period, or for a specific project, and usually are not employed more than 2 months.

Temporary employees are not entitled to benefits provided by the School. Part time employees are entitled to benefits provided by the School at a prorated rate provided they are employed at least 50% of a fulltime position. Independent contractors, consultants and leased employees (i.e., those working for an employment agency) are not employees of CLCS and are not eligible for benefits provided by the School. If you have any questions about your classification, please consult with CLCS Executive Director.

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E. Relationships between Employees

While the School's policies do not permit discrimination based on an individual's marital status, the individual's relations to another School employee or his or her lawful off duty conduct, some situations can create conflicts of interest requiring the School to take the employee's relationship with another employee into account.

An employee should not be in a supervisory role with another employee who is a relative (i.e., sibling, parent, spouse, domestic partner, etc.). Supervisors should avoid situations that result in actual or perceived conflicts of interest with supervised employees and situations of favoritism. Should a situation arise that an employee has a supervisory role with another employee who is a relative as defined above; the situation shall be referred to the CLCS Board of Directors to determine a proper method of supervision for the employee that is not a conflict of interest.

A supervisor should avoid forming special social relationships or dating employees under his or her direct supervision, or with other employees that would create actual or perceived conflicts of interest and situations of favoritism. If such relationship arises, both employees should notify the School so that appropriate measures can be taken to prevent conflicts of interest or favoritism.

The School reserves the right to take appropriate action if employee relationships interfere with the safety, morale or security of the School, or if the relationships create an actual or perceived conflict of interest or favoritism.

F. Certification and Licensure of Instructional Staff

Each of the School's core academic facilitators may be required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold and may be required to meet certain federal requirements related

to subject-matter expertise in order to meet federal requirements for “highly qualified teachers.” Paraprofessional staff may also be required to document that they meet federal requirements for paraprofessional staff. It is the responsibility of all instructional staff, including facilitators and paraprofessionals to provide and maintain such certificates, permits or other documentation to the CLCS Executive Director no later than the close of business on the first day the employee reports for duty. If an instructional staff employee believes that he or she is assigned to teach in a subject in whom he or she does not have subject matter competence, the employee should immediately report the same to CLCS Executive Director. Staff who are required to meet these state and federal certification, expertise, and related requirements must maintain such qualifications as a condition of employment at the School.

G. Tuberculosis Testing

Except for employees transferring from other schools, no person shall be employed by the School unless the employee has submitted proof of an examination within the past 60 days that the employee is free of active tuberculosis. Employees transferring from other public or private schools within the State of California must either provide proof of an examination within the previous 60 days or a certification showing that he or she was examined within the past four years and was found to be free of communicable tuberculosis. It is also acceptable practice for the employee’s previous school employer to verify that it has a certificate on file that contains the showing that the employee was examined within the past four years and was found to be free of communicable tuberculosis.

The tuberculosis test shall consist of an approved intradermal tuberculin test, which if positive shall be followed by an X-ray of the lungs.

All employees shall be required to undergo the foregoing examination at least once every four (4) years, excepting “food handlers” who shall be examined annually. After such examination, each employee shall cause to be on file with the School a certificate from the examining physician showing the employee was examined and found free from active tuberculosis.

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

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

H. Criminal Background Checks

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

III. General Workplace Policies

A. Prohibition of Harassment and Protection against Retaliation

1. Policy

The School is committed to providing a workplace and educational environment free of sexual harassment, as well as harassment based on such factors as race, religion, creed, color, ethnicity, national origin, ancestry, age, medical condition, marital status, sex, sexual orientation, citizenship status, disability or any other category protected by law. The School will not condone or tolerate harassment of any type by any employee, whether supervisory or co-employee, against an employee, third party vendor or student. The School also does not condone or tolerate harassment of its employees by any third parties or students. The School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

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

2. Definition of Harassment

Harassment includes verbal, physical or visual conduct that creates an intimidating, offensive or hostile working or educational environment or that unreasonably interferes with job performance. Verbal harassment includes, but is not limited to, epithets, derogatory comments or slurs based on a protected category. Physical harassment includes, but is not limited to, assault, impeding or blocking movement or any physical interference with normal work or movement, when directed at a legally protected individual. Visual harassment includes, but is not limited to, derogatory posters, cartoons or drawings on a basis protected by law.

3. Definition of Sexual Harassment

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

California law defines unlawful sexual harassment in largely the same ways. Sexual harassment occurs where a term of employment (i.e., compensation or in terms, conditions or privileges of employment), academic status or progress (i.e., a student's grades or promotion to the next grade) is explicitly or implicitly conditioned upon submission to unwelcome sexual advances, as more fully described below. Sexual harassment also occurs where the submission to, or rejection of, the conduct by the individual is used as the basis of academic or employment decisions affecting the individual. Additionally, sexual harassment occurs where harassment (unwanted sexual advances, visual, verbal or physical conduct of a sexual nature) is sufficiently severe, persistent, pervasive or objectively offensive so as to alter the conditions of employment and create an abusive or hostile educational or working environment or to limit the individual's ability to participate in or benefit from an education program or activity. Sexual

harassment occurs where the conduct has the purpose or effect of having a negative impact on the individual's academic performance, work or progress or has the purpose or effect of creating an intimidating, hostile, or offensive educational or working environment. Finally, sexual harassment occurs where submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs or activities available at or through the School.

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

The following are examples of offensive behavior:

- Unwanted sexual advances, flirtations, touching or requests for sexual favors;
- Verbal abuse of a sexual nature;
- Graphic or suggestive comments about dress or body and the sexual uses to which it could be put;
- Unwarranted graphic discussion of sexual acts.
- Sexually degrading words;
- Suggestive or obscene letters, notes or invitations;
- Verbal harassment including, but not limited to, unwelcome epithets, jokes, derogatory comments, or slurs of a sexual nature, or sexually degrading words used to describe a person.
- Physical harassment including, but not limited to, assault, impeding or blocking movement or any physical interference with normal work or school activities or movement, when done because of your sex;
- Visual harassment including, but not limited to, leering, making sexual or obscene gestures, displaying sexually explicit or derogatory posters, cartoons or drawings, or computer-generated images of a sexual nature;
- Making or threatening retaliatory action after receiving a negative response to sexual advances.

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

Internal Procedures:

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

Any employee who has experienced or is aware of a situation that is believed to be sexually or otherwise unlawfully harassing has a responsibility to report the situation immediately to the ACLC or Nea Lead Facilitator. If the employee is not comfortable contacting the ACLC or Lead Facilitator or if that individual is not available, the employee should contact the CLCS Executive Director. A Harassment

Complaint Form may be obtained from the ACLC or Nea Lead Facilitator or CLCS Executive Director. The ACLC or Nea Lead Facilitator or CLCS Executive Director will conduct a prompt investigation and take appropriate corrective action where warranted. Complaints will be handled as discreetly as possible, consistent with the need to investigate effectively and promptly resolve the matter. Complaints relating to discrimination other than employment discrimination must be filed within six months of the alleged discrimination or when the complainant first obtained knowledge of the alleged discrimination, unless an extension has been obtained from the CLCS Executive Director or his/her designee. Such extension by the CLCS Executive Director or his/her designee shall be made in writing. The period for filing may be extended by the CLCS Executive Director or his/her designee for good cause for a period not to exceed 90 days following the expiration of the six month time period. The CLCS Executive Director shall respond immediately upon a receipt for extension.

CLCS Board Level Investigation:

If the employee is not satisfied with the outcome of the school level investigation, the employee, in writing, should bring the matter to the attention of CLCS Board of Directors and CLCS Executive Director, 210 Central Ave., Alameda, CA 94501, 510-263-9266.

If the parties mutually agree, the complainant and the CLCS Board of Directors may resolve the matter through mediation or informally before a written complaint is filed. If mediation fails to resolve the matter, or the parties do not agree to mediate the matter, the formal complaint procedure identified below shall be followed.

If the complaint alleges wrongdoing involving discrimination, other than employment discrimination, or claims of failure to comply with applicable state or federal laws or regulations, within 60 days of receipt of the complaint, the ACLC or Nea Lead Facilitator will complete an investigation where the complainant, his/her representative or both, and representatives of the School, have the opportunity to present the complaint and evidence or information leading to evidence to support the allegations of non-compliance with state or federal laws and/or regulations. The 60 day timeframe may be extended by the written consent of the complainant.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, and may result in the dismissal of the complaint because of lack of evidence to support the allegations.

The ACLC or Nea Lead Facilitator shall prepare a written decision, which decision shall contain the following: 1) findings of fact based on the evidence gathered; 2) conclusions of law; 3) disposition of the complaint; 4) the disposition of the complaint; 5) the corrective actions, if any are warranted; 6) notice of the complainant's right to appeal the School's decision to the California Department of Education; and 7) the procedures to be followed for initiating an appeal to the Department of Education. Within 60 days of receipt of the complaint, the ACLC or Nea Lead Facilitator will send a copy of the written decision to the complainant.

Complaints will be handled as discreetly as possible, consistent with the need to investigate effectively and promptly resolve the matter. ACLC and Nea Lead Facilitators will be knowledgeable of the laws/programs that he/she is assigned to investigate. If the complaint alleges employment discrimination, the School will send it to the Department of Fair Employment and Housing (the "Department") for investigation as required by law.

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

External Procedures: Filing a Complaint with the Department.

Employees or job applicants who believe that they have experienced unlawful employment discrimination may file a complaint directly with the Department. The Department serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes. If the Department finds sufficient evidence to establish discrimination occurred and settlement efforts fail, the Department may file a formal accusation. The accusation will lead to either a public hearing before the Fair Employment and Housing Commission (the "Commission") or a lawsuit filed by the Department on behalf of the complaining party.

If the Commission finds that discrimination has occurred, it can order remedies including: fines or damages for emotional distress from each employer or person found to have violated the law; hiring or reinstatement; back pay or promotion; changes in the policies or practices of the involved employer.

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

5. Retaliation Policy

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

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

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

B. Workplace Violence

The School takes the safety and security of its employees seriously. The School does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment and/or coercion, that

involve or affect the School or that occur, or are likely to occur, on School property. You should report any act or threat of violence immediately to the ACLC or Nea Lead Facilitator.

C. Open Door Policy

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

D. Drug Free Workplace

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

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

E. Smoking

All School buildings and facilities are non-smoking facilities.

F. Health, Safety and Security Policies

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. Every employee will receive a copy of the Injury and Illness Prevention Program, which is kept by the Lead Facilitator and is available for your review.

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

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

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

Safety and Working Conditions

Site Safety

CLCS employees shall promptly report suspected unsafe or hazardous condition(s) to the Lead Facilitator. The Lead Facilitator or designee will investigate and address as appropriate said condition(s) in a reasonable and timely manner.

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

In the event that CAL-OSHA investigates any condition(s) that might have a direct impact on the safety of any CLCS employee, the Lead Facilitator and the School shall be immediately contacted and apprised of the situation.

Each classroom and major work area will be equipped with emergency first aid kits and fire extinguishers.

Every classroom and major work area shall have a reliable means of communication to the site office and 911. CLCS employees will be provided with the cell phone number of the Lead Facilitator and other administrators.

CLCS employees shall not knowingly violate the provisions of the California Fire Code.

Assault on CLCS Employees

CLCS employees shall immediately report cases of alleged assault and/or battery suffered by them during work hours or school-sponsored activities to their Lead Facilitator or immediate supervisor, who shall investigate and if determined to be credible, shall immediately report the incident to the police. The Lead Facilitator shall immediately report the incident to the Executive Director, subject to confidentiality concerns. The Executive Director (or designee) shall comply with any reasonable request from the CLCS employee for information in the possession of CLCS/ACLC/Nea relating to the incident or the persons involved.

A CLCS employee who believes he/she has been verbally threatened with physical harm or physical abuse by a learner or a learner's parent or guardian at any time shall be granted a conference with the Lead Facilitator to discuss the incident. If upon investigation the Lead Facilitator determines the claim is credible then the Lead Facilitator will conduct a conference with a selection of parties as is reasonably determined by the Lead Facilitator and will work with the employee to develop an appropriate response to the incident

Learner Dismissal from Seminars

ACLC and Nea facilitators may dismiss a learner for the remainder of a class period, from her/his seminar for any act that disrupts or diminishes the education process,

Storage Space

ACLCLC and Nea shall provide a separate lockable file cabinet with key at or near each facilitator's desk area to store teaching materials and supplies.

Losses or Damage

CLCS may establish reasonable rules and regulations for the verification of losses or damage to personal property. An incident report must accompany any claim for reimbursement.

G. Company Property Inspections

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

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

H. Soliciting/Conducting Personal Business While on Duty

Employees are not permitted to conduct personal business or solicit personal business for any cause or organization while on-duty, or when the employee being solicited is supposed to be working. This prohibition includes distributing literature and other material. Distribution of materials is also against the School's policy if it interferes with access to facility premises, if it results in litter or is conducted in areas where other employees are working. Solicitation during non-work time, e.g., paid breaks, lunch periods or other such non-work periods, is permissible. Entry on the School premises by non-employees is not permitted, unless related to official School business. Solicitation or distribution of written materials by non-employees is strictly prohibited.

I. Use of Company Communication Equipment and Technology

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

Additionally, the School uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by minors, images harmful to minors. These measures may include, but are not limited to, installing a

blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

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

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

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

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

J. Employee Blogs

If an employee decides to keep a personal blog or participate in online social networking that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including its computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be adhered to;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;

- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential 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 sexual harassment and retaliation

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

K. Participation in Recreational or Social Activities

Employees are required each year to participate in a limited amount of activities sponsored by the School as determined each year at the discretion of the School. Employees may participate on a voluntary basis in additional activities sponsored by or supported by the School. As such, employees have no obligation to participate in these additional recreational or social activities. An employee's participation in these additional social and recreational activities is at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these activities.

L. Personnel Files and Record Keeping Protocols

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

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. No copies of documents in your file may be made with the exception of documents you have previously signed. A request for information contained in the personnel file must be directed to CLCS Executive Director.

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

IV. Hours of Work, Overtime and Attendance, Compensation

A. Work Hours and Schedules

Our Schools' normal hours of business are from 7:30 am to 4:00 pm, Monday through Friday. The work schedule for full-time non-exempt employees is 40 hours per week (Office Managers, Administrative Assistants, and Campus Supervisors). Full-time certificated exempt employees (credentialed Facilitators) and Paraprofessionals on-site work schedule is from 7:50 am to 4:00 pm Monday through Thursday, and 7:50 am to 3:05 pm on Friday. After a collaborative planning process with Facilitators, the ACLC or Nea Lead Facilitator will assign Facilitator's work schedules. Full Time Certificated employees will have 5 hours per week of Prep Time and assigned Community Room supervision time. (Prep Time will be prorated for Part Time employees.) Prep Time must be used for purposes related to the educational mission of the School, however, facilitators may leave the school campus during prep time with advance notice to and permission of the ACLC or Nea Lead Facilitator or designee. As professionals, facilitators and staff are expected to attend after school staff meetings, open houses, recruiting nights and other school activities as needed to support the school.

B. Overtime

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

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

C. Make Up Time

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

Make up time is not encouraged.

D. Work Breaks (Classified, non-exempt employees)

Classified school employees are allowed one 40 minute unpaid meal break each work day where the employee works more than six (6) hours in one day. Employees are not allowed to work more than five (5) hours in one period without taking a meal break, unless the employee does not work more than six (6) hours in one day.

Non-certificated employees must take two ten-minute paid break periods for each full workday, as close as practicable to the mid-point of any continuous four (4) hour work period. Employees should contact the ACLC or Nea Lead Facilitator to schedule their meal and break periods.

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E. Pay Days

Paydays are scheduled on the last day of each month. Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the next day of work after the day(s) off. It is permissible to pay overtime hours on the payday for the next regular payroll period.

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

F. Payroll Withholdings

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

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

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

Social Security (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.

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 your paycheck is explained on your check voucher. If you do not understand the deductions, ask the CLCS Executive Director to explain them to you.

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

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

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

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

G. Attendance Policy

Employees are expected to adhere to regular attendance and to be punctual. If you find it necessary to be absent or late, you are expected to arrange it in advance with the ACLC or Nea Lead Facilitator. If it is not possible to arrange your absence or tardiness in advance, you must notify the ACLC or Nea Lead

Facilitator or Office Manager no later than one-half hour before the start of your workday. If you are a facilitator, you are also responsible to provide substitute lesson plans meeting the approval of the ACLC or Nea Lead Facilitator. If you are absent from work longer than one day, you are expected to keep the ACLC or Nea Lead Facilitator sufficiently informed of your situation.

Excessive absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination. An absence or tardiness without notification to the ACLC or Nea Lead Facilitator will lead to disciplinary action, up to and including termination.

H. Time Records

Time records must be accurately kept reflecting all regular hours and overtime hours worked and meal periods taken by non-exempt employees. Time records must be signed by employees, verifying and attesting to the truth of the information contained therein. All absences, tardies and overtime must be accurately reflected on the time record.

Exempt employees must report only full day absences from work and pay deductions will only be as provided by law.

If an At-Will employee fails to come to work for five consecutive work days and has not notified the ACLC Lead Facilitator as to the reason for their absence, the school will presume that the At-Will employee has voluntarily terminated their working relationship with the school.

I. Professional Development

The School will pay non-exempt employees for attendance at mandatory trainings, lectures and meetings outside of regular working hours only in the following circumstances:

1. Your present working conditions or your continuation of employment is not adversely affected by nonattendance;
2. The course, meeting or lecture is not directly related to your job, meaning it is not designed to make you handle your job more effectively (as distinguished from training you for another job or to a new or additional skill); or
3. You do not perform any productive work during such attendance.

All mandatory trainings, lectures and meetings will be identified as such. The School will not pay non-exempt employees for attendance at voluntary trainings, unless such trainings have been approved as Professional Development by the ACLC or Nea Governing Board. If you are unsure about the characterization of an offered training, lecture or meeting, please contact the ACLC or Nea Lead Facilitator before attending.

All non-exempt employees must accurately reflect attendance at all mandatory trainings, lectures and meetings outside of regular working hours on their time records.

J. Compensation

- a. Each CLCS employee's compensation shall be stated in his/her CLCS employment contract.

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b. All stipended positions must be approved in advance by the ACLC or Nea Governing Board, and performance shall be evaluated by the Lead facilitator or the CLCS Executive Director, as defined in the ACLC or Nea Charter.

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c. Hourly pay may be granted for work performed beyond the work day as approved by the ACLC or Nea Governing Board or ACLC or Nea Lead Facilitator. Requests for hourly pay shall be approved in advance. The hourly pay rate for certificated employees is \$35.

d. Authorized work to benefit ACLC or Nea performed by certificated employees during vacations and on weekends, shall be compensated at the per diem rate, subject to the approval of the ACLC or Nea Governing Board.

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e. All ACLC, Nea, and CLCS Governing Board approved Job Descriptions for positions and stipends are incorporated into this Handbook.

V. Standards of Conduct

A. Personal Appearance

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

B. Prohibited Conduct

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

- Unexcused absence and/or lack of punctuality
- Release of confidential information without authorization
- Possession of or reporting to work while under the influence of alcohol or illegal drugs and controlled substances
- Theft or embezzlement
- Willful destruction of property
- Conviction of a felony or conviction of a misdemeanor making the employee unfit for the position
- Falsification, fraud or omission of pertinent information when applying for a position
- Any willful act that endangers the safety, health or wellbeing of another individual
- Horseplay
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the school
- Misuse of School property or funds
- Possession of firearms, or any other dangerous weapon, while acting within the course of School of your employment with the School
- Acts of discrimination or illegal harassment based on gender, ethnicity or any other basis protected by state or federal law
- Failure to comply with the School's safety procedures
- Insubordination

- Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School
- Violations of federal, state or local laws affecting the organization or your employment with the organization
- Unacceptable job performance
- Dishonesty
- Failure to keep a required license, certification or permit current and in good standing
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record
- Unreported absence of any five consecutively scheduled workdays
- Unauthorized use of School equipment, materials, time or property
- Working unauthorized overtime or refusing to work assigned overtime
- Abuse of sick leave
- Sleeping or malingering on the job

C. Confidential Information

All information relating to students, including schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files.

D. Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations that he or she believes may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts related to a potential or actual conflict of interest shall constitute grounds for disciplinary action.

E. Child Neglect and Abuse Reporting

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to the ACLC or Nea Lead Facilitator, ACLC or Nea Counselor and Child Protective Services (CPS) of the Alameda County Welfare Office. Child abuse is broadly defined as “a physical injury that is inflicted by other than accidental means on a child by another person.” School employees are required to report instances of child abuse when the employee has a “reasonable suspicion” that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect.

Child abuse should be reported immediately by phone to a Child Protective Services (CPS) of the Alameda County Welfare Office. The phone call is to be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents.

Reporting the information regarding a case of possible child abuse or neglect to the ACLC or Nea Lead Facilitator, a School counselor, coworker or other person shall not be a substitute for making a mandated report to Child Protective Services (CPS) of the Alameda County Welfare Office.

F. Outside Employment

Employees should not accept any employment or consulting relationship with another person or entity while employed by the School that would interfere with their ability to satisfactorily perform their job duties. The School will hold all employees to the same standards of performance and scheduling demands and will not make any exceptions for employees who also hold outside jobs.

G. Expense Reimbursements

The School will reimburse employees for certain reasonably necessary expenses incurred in the furtherance of School business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the School's policy regarding expenditures, a copy of which may be obtained from the CLCS Executive Director. In general, all expenses must have been previously approved in writing by the ACLC or Nea Lead Facilitator and reimbursement forms must be complete and submitted to the Executive Director.

VI. Employee Benefits

A. **Vacation**

Vacation periods and holidays are defined by the school calendar and an employee's contract. The School Calendar shall be approved each year by the CLCS Governing Boards.

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B. **Sick Leave**

Sick leave is a benefit provided by the School that employees accumulate in order to provide a cushion for incapacitation due to illness or injury. It is intended to be used only when actually required to recover from illness or injury; sick leave is not to be used for "personal" absences unless preapproved by the Lead Facilitator in advance so that the Lead Facilitator can gauge the impact and availability of the number of substitutes needed for the overall program of the school. Absences for personal reasons shall not exceed 5 days per school year. Time off for medical and dental appointments will be treated as sick leave. However, an employee may use sick leave to attend to the illness of his or her child, parent, spouse or domestic partner.

Regular full-time employees accrue paid sick leave at the rate of one day per month for up to 10 days per year. Accrued sick leave does carry over from school year to school year. The School does not pay employees in lieu of unused sick leave, nor is sick leave paid out upon termination of employment. The School shall report unused sick leave to STRS for applicable service credit similar to the agreement with AUSD.

If you are absent five consecutive days or longer due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the School will be required before the School honors any sick pay requests.

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An employee may accumulate unused sick leave without limitations. An employee transfers all accumulated unused sick leave from previous teaching position from their previous district. Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave, if eligible, under applicable medical leave law, depending upon the facts and circumstances of the employee's basis for leave beyond the accrued sick leave.

C. **Insurance Benefits**

1. **Health Insurance**

Full Time employees are entitled to health insurance benefits in accordance with the School's health insurance plan. The School will make a contribution to the premium of the employee at 90% of the Kaiser 40 rate and 50% of the Kaiser 40 rate for dependents. The premium paid is subject to yearly review and change if the financial health of the CLCS changes. The employee's portion of monthly premiums will be deducted from the employee's paycheck. Employees who can prove that they have other health insurance will be able to take the cash out option at a rate of \$305/month for a full time employee. The rate shall be prorated for employees opting out with a workload greater than 50% and less than 100%.

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Part Time employees who work greater than 50% are entitled to health insurance benefits in accordance with the School's health insurance plan. The School will make a prorated contribution to the premium of the employee at 90% of the Kaiser 40 rate and 50% of the Kaiser 40 rate for dependents. The premium paid is subject to yearly review and change if the financial health of the CLCS changes. The employee's portion of monthly premiums will be deducted from the employee's paycheck. Employees who can prove

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that they have other health insurance will be able to take the cash out option of \$305/month for a full time employee. The rate shall be prorated for employees opting out with a workload greater than 50% and less than 100%.

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If medical insurance premium rates increase, employees may be required to contribute to the cost of increased premiums to retain coverage. Unless otherwise mandated by law, employees on a leave of absence of more than 30 days are responsible for selecting continuing health coverage and paying the premium for such coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

2. Disability Insurance

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage-replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the CLCS Executive Director.

3. Family Leave Insurance

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

4. Workers' Compensation Insurance

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

D. Leaves of Absence

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

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

While out on a leave of absence, employees may not accept employment with another company or person unless agreed to in advance in writing by the CLCS Governing Board. Acceptance of employment in violation of this policy will be considered an abandonment of the employee's position with the School,

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and employment may be terminated. Employees shall not apply for unemployment compensation insurance while out on leave.

E. Family Care and Medical Leave

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 work weeks of leave in any 12-month period for the birth or adoption of a child, the employee's own serious health condition or for the serious health condition of the employee's child, parent or spouse. For ease of reference in this policy, all leave taken under both FMLA and CFRA will be referred to as "FMLA leave."

Eligible Employees

Employees may be eligible for FMLA leave if they have:

- Been employed by the School for at least 12 months; and
- Worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave

Reasons for Taking Leave

The 12-week FMLA leave includes any time taken for any of the following reasons:

- Care for the employee's newborn child or a child placed with the employee for adoption or foster care;
- For your own serious health condition that makes the employee unable to perform any one or more of the essential functions of his or her job;
- Care for a spouse, child or parent with a serious health condition

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: 1) inpatient care in a hospital, hospice or residential health care facility or 2) continuing treatment by a health care provider.

An employee that takes leave may elect, or the School may require the employee, to substitute any of the employee's accrued sick leave. If an employee takes leave because of the employee's own serious health condition, the employee may elect, or the School may require the employee, to substitute accrued sick leave during the period of the leave. An employee shall not use sick leave during a period of leave in connection with the birth, adoption or foster care of a child or to care for a child, parent or spouse with a serious health condition, unless otherwise permitted by law or mutually agreed to by the employee and the School.

Length of FMLA Leave

Leave can be taken in one or more periods, but may not exceed 12 work weeks in any 12-month period. Leave taken for a pregnancy disability is not included in this 12 week calculation.

12 work weeks means the equivalent of twelve of the employee's normally scheduled work weeks. For a full-time employee who works five eight-hour days per week, 12 work weeks means 60 working and/or

paid eight-hour days. The 12-month period in which 12 weeks of leave may be taken is the 12-month period immediately preceding the commencement of any FMLA leave.

If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two weeks' duration on any two occasions.

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. Payment of premiums while on FMLA leave remains the same as if the employee were not on leave. Thus, the employee is required to pay any premium payments for him/herself and dependents during leave that would have been made if he/she were not on leave, while the School continues to pay the benefits at the same level as if the employee were not on leave. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If the employee out on leave chooses not to return to work from a leave allowed by this policy after the expiry of the leave, the employee will be required to repay the School the premium amounts it paid during leave, unless the employee does not return to work because of circumstances beyond his/her control or because of recurrence, continuation or onset of a serious health condition.

Medical Certifications

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

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.

Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit recertifications can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA Leave

An employee should request FMLA leave by completing a Request for Leave form (available from CLCS Executive Director and submitting it to CLCS Executive Director. An employee asking for a Request for Leave form will receive a copy of the School's then-current FMLA leave policy.

Employees should provide not less than 30 days notice or if such notice is not possible, as soon as is practicable, for foreseeable childbirth, placement or any planned medical treatment for the employee or

his/her spouse, child or parent. Failure to provide such notice is grounds for denial of a leave request, except in situations where the need for FMLA leave is an emergency or otherwise unforeseeable.

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/she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

In most cases, the School will respond to a FMLA leave request within five days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within 10 days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

Upon timely return at the expiration of the FMLA leave period, an employee is entitled to the same or comparable position that is virtually identical to the employee's original position in terms of pay, benefits and working conditions, including privileges, perquisites and status, 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. Certain key employees may be subject to reinstatement limitations in certain circumstances. If you are a key employee, you will be notified of the potential reinstatement limitations when you request FMLA leave.

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.

1. Pregnancy Disability Leave

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

Eligibility

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

Reasons to Take Leave

The employee is entitled to take up to four months of pregnancy disability leave if the employee is actually disabled by her pregnancy, childbirth or a related medical condition. This includes time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth and any related medical condition. Generally, 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).

Length 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 88 working and/or paid eight-hour days of leave entitlement based on an average of 22 working days per month for four months.

Pregnancy disability leave is not counted as leave taken under FMLA or CFRA.

Periodic absences for pregnancy-related illness of limited duration taken prior to an actual leave may be subtracted from the four months of disability leave for pregnancy.

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

Pay During Pregnancy Disability

An employee on pregnancy disability leave must use all accrued paid sick leave. The receipt of sick leave pay or state disability insurance benefits will not extend the length of pregnancy disability leave.

Employee Benefits

The provisions of the School's various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. When a request for pregnancy disability leave is granted, the School will give the employee written confirmation of his/her eligibility to continue the various employee benefit plans and if appropriate, will confirm the arrangements made for the payment of insurance premiums during the leave period.

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service for purposes of longevity and/or seniority. When an employee returns from pregnancy disability leave, she will resume her benefits in the same manner and the same level as provided with the leave began, without any new qualification period, physical exam, etc.

Medical Certifications

An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School, which may be obtained from CLCS Executive Director. Failure to provide the required certification in a timely manner (within 15 days of the leave request) may result in a denial of the leave request until such certification is provided.

Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required re-certification can result in termination of leave.

Requesting and Scheduling Pregnancy Disability Leave

An employee should request pregnancy disability leave by completing a Request for Leave form (available from CLCS Executive Director and submitting it to CLCS Executive Director. An employee

asking for a Request for Leave form will be provided a current copy of the School's pregnancy disability leave policy.

Employees should provide not less than thirty (30) days or if such notice is not possible, as soon as is practicable if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

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

In most cases, the School will respond to a pregnancy disability leave request within two days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten 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

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) because of legitimate business reasons unrelated to the pregnancy disability leave or if the means to preserve the position would substantially undermine the School's ability to operate the business safely and efficiently.

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 or filling the available position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently.

When a request for pregnancy disability leave is granted to an employee, the School will provide the employee with a guarantee to reinstate the employee to the same position or to a comparable position, unless justified by law. The guarantee will be provided in writing if requested by the employee.

Before an employee will be permitted to return from a pregnancy disability leave of 30 days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.

If the employee can return to work with limitations, the School will evaluate those limitations, and if possible, will accommodate the employee as required by law.

The ACLC or Nea Governing Board may grant at its discretion a CLCS employee who has exhausted all other illness leaves, upon request, an unpaid leave for health reasons for the period requested up to the end of the school year.

A statement by the employee's physician to the effect that the employee is entitled to such leave shall be furnished at the Board's request.

An employee shall notify the Board of his/her intended return date at least two (2) weeks in advance but in no event later than June 30.

2. Personal Leaves of Absence

The School recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the CLCS Governing Board may grant employees unpaid leave of absences. Taking an unpaid personal leave of absence may affect your eligibility for employee benefits, including medical benefit plan coverage. Ask CLCS Executive Director for information on personal leaves of absence.

Paul Bentz 11/18/12 8:22 PM

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3. Funeral/Bereavement Leave

Employees who have worked with the School for more than three months will be allowed up to seven consecutive working days off to arrange and attend the funeral of a spouse, child, domestic partner, or parent, and up to five days off to attend the funeral of an immediate family member. For purposes of this policy, an employee's immediate family member includes a sibling, current parent-, sister-, or brother-in-law, grandparent, or grand child .

Any employee may be granted up to two (2) days' bereavement leave for the death of persons of established close family relationship.

For leave granted under this provision, no deductions shall be made from salary or sick leave, unless otherwise specified.

Upon exhaustion of bereavement leave, an employee may use personal necessity leave.

Notification to the CLCS Executive Director of the absence shall be made in accord with the sick leave policy.

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4. Military Leave of Absence

The School will grant employees a military leave of absence as required by the Uniformed Services Employment and Re-employment Rights Act. Leave is available for activity duty, various types of training duty, full-time National Guard duty, examinations to determine fitness for military duty, and funeral honors duty performed by National Guard or Reserve members. Except in certain circumstances, total military leave taken must not exceed five years.

Please inform CLCS Executive Director of any anticipated military leave of absence as soon in advance as possible. Please ask CLCS Executive Director how military leave will affect your benefits, and whether you will receive any compensation during your military leave.

5. Drug and Alcohol Rehabilitation Leave

The School will reasonably accommodate an employee who voluntarily enters and participates in an alcohol or drug rehabilitation program, including potentially providing unpaid leave to participate in the program. The School will not pay for the costs incurred in attending a rehabilitation program. An employee who wishes to identify him or herself as an individual in need of the assistance of an alcohol or drug rehabilitation program may contact the CLCS Executive Director. The School will take all

reasonable steps necessary to maintain the employee's privacy in this situation. The employee may use accrued sick leave, during requested leave.

Nothing in this policy shall prohibit the School from refusing to hire or from discharging an employee who, because of his or her current use of alcohol or drugs, is unable to perform his/her duties or cannot perform the duties in a manner that would not endanger his/her health or safety or the health or safety of others.

6. Time Off for Adult Literacy Programs

The School will reasonably accommodate and assist any non-certificated employee who reveals a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program. Employees will be required to bear the cost associated with enrollment in an adult literacy education program, but the School will assist the employee by providing the locations of local literacy education programs. The School may also arrange for a literacy education provider to visit the School.

An employee who wishes to reveal a problem of illiteracy and request School assistance should contact the CLCS Executive Director. The School will take all reasonable steps to safeguard the employee's privacy. Nonexempt employees may use accrued vacation pay if available to make up for the work that is missed to attend literacy classes.

7. Time Off to Attend Child's School Discipline or Mandatory Parent Conferences Within the School Day

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

8. Time Off to Attend Child's School Activities

Employees that are parents, guardians or grandparents with custody of a child in kindergarten, grades 1-12 or with a child in a licensed day care facility, may wish to take time off to visit the school of your child for a school activity. Employees may take off up to seven hours each calendar month (up to a maximum of 35 hours each school year), provided the employee gives reasonable notice to the School of the planned absence. The School requires documentation from the school noting the date and time of your visit.

If both parents of a child work for the School, the first parent to provide notice may take the time off, unless the School approves both parents taking time off simultaneously.

9. Time Off to Serve as Election Official

Any employee who serves as an election official is eligible for unpaid leave on election day for purposes of service. Please notify the ACLC or Nea Lead Facilitator of your commitment to act as election official as far in advance as possible.

10. Time Off for Jury and Witness Duty

A CLCS employee shall be granted leave to appear in court as a witness when subpoenaed, other than as a litigant, to serve on a jury, or respond to an official order from another governmental jurisdiction for

reasons not brought about by the connivance or misconduct of the employee. An employee shall receive his/her regular pay and shall endorse to CLCS any amounts received for jury duty. Please notify the ACLC or Nea Lead Facilitator of your commitment to serve on a jury or as a witness as far in advance as possible. (Consistent with AEA/AUSD Agreement.)

11. Time Off for Victims of Crime or Domestic Violence

Employees who are victims of domestic violence or sexual assault will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advanced notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting crime victim/domestic violence leave. Please notify the ACLC or Nea Lead Facilitator of your need to seek relief as far in advance as possible. If applicable, an employee may use accrued vacation leave for these purposes.

12. Time Off for Victims of Crime

An Employee who is a victim of certain crimes (violent felonies, felony thefts and serious felonies as defined by law) or is an immediate family member of a victim, is a registered domestic partner of a victim or the child of a registered domestic partner of a victim will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advanced notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting crime victim leave. Please notify the ACLC or Nea Lead Facilitator of your need for time off as far in advance as possible. As applicable, an employee may use accrued vacation leave or sick leave for crime victim leave purposes.

13. Time Off for Volunteer Firefighters

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

Employees who perform duties as a volunteer firefighter are entitled to a temporary leave of absence not to exceed an aggregate of 14 days per calendar year for the purpose of engaging in fire or law enforcement training. Employees must provide the ACLC or Nea Lead Facilitator with advanced notice of any training.

14. Time Off for Voting

Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or the end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work. Please contact the ACLC or Nea Lead Facilitator to request and schedule time off to vote.

15. Workers' Compensation Leave

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

VII. Employment Evaluation and Separation

A. Employee Reviews and Evaluations

The evaluation process at ACLC or Nea for certificated employees is described in the CLCS Facilitator Evaluation Policy.

All other employees will receive periodic performance reviews conducted by the ACLC or Nea Lead Facilitator or designee. Performance evaluations will be conducted annually, or 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 or retention of your job. Salary increases and promotions are solely within the discretion of the CLCS Board, and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with the ACLC or Nea Lead Facilitator and that you are aware of its contents. The evaluation system in no way alters the employment at-will relationship.

Paul Bentz 4/19/13 3:34 PM

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Newly hired employees will have their performance goals reviewed by the ACLC or Nea Lead Facilitator within the first the 90 days of employment.

B. Discipline and Involuntary Termination

Violation of the School's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions or termination. The School's disciplinary system is under the direction of the CLCS Board of Directors, the CLCS Executive Director, and the ACLC or Nea Lead Facilitators. The School may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon the first offense.

Paul Bentz 3/16/13 7:36 AM

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C. Voluntary Termination

The ability of CLCS or the employee to terminate their employment contract is spelled on in each individual's contract. While it is not required, the School requests that employees electing to resign give as much advance notice as possible (preferably two weeks) to allow the School to plan for your departure.

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

D. References

All requests for references and employment verifications must be promptly directed to the ACLC or Nea Lead Facilitator and the CLCS Executive Director. When contacted for a reference or employment verification, the School will only provide information concerning dates of employment and the title of the last position held. Other employees may not provide any employment verifications or act as a reference for any other employees.

VIII. Approval of Changes

Changes to this employee handbook must be approved by the CLCS Board of Directors.

ACKNOWLEDGEMENT OF HANDBOOK

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

I understand and agree that:

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

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

My signature here acknowledges that I have received the CLCS Handbook and have read it and understand it. If I am an At-Will Employee, I have read the above summary and understand the nature of an At-Will Contract.

Employee's Name: _____

Employee's Signature: _____

Date: _____