



Employee Handbook  
6/20/2018

# **ABOUT THIS HANDBOOK/DISCLAIMER**

**We prepared this handbook to help employees find the answers to many questions that they may have regarding your employment with Forest Ranch Charter School. Please take the necessary time to read it.**

**We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.**

**Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Forest Ranch Charter School adheres to the policy of employment at will, which permits the School or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.**

**No School representative other than the Board of Directors may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.**

**Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate School documents. These School documents are always controlling over any statement made in this handbook or by any member of management.**

**This handbook states only general School guidelines. The School may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the Executive Director, then ratified by the Board of Directors.**

**This handbook supersedes all prior handbook.**

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## Section 1 - Governing Principles of Employment

### 1-1. Welcome Statement

For employees who are commencing employment with Forest Ranch Charter School ("Forest Ranch Charter School" or the "School"), on behalf of Forest Ranch Charter School, welcome.

For employees who have been with us, thanks for your past and continued service.

We understand that it is our employees who provide the services that our students and families rely upon, and who will enable us to create new opportunities in the years to come.

### 1-2. Equal Employment Opportunity

Forest Ranch Charter School is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, national origin, ancestry, sex, gender, gender identity, pregnancy, childbirth or related medical condition, religious creed, physical disability, mental disability, age, medical condition (cancer), marital status, veteran status, sexual orientation, genetic information or any other characteristic protected by federal, state or local law. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The School will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let the Executive Director know.

The School will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the School's operations. If you wish to request such an accommodation, please speak to the Executive Director.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Executive Director. The School will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.

## 1-3. Discrimination, Harassment and Retaliation Prevention

Forest Ranch Charter School does not tolerate and prohibits discrimination, harassment or retaliation of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of race, religious creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, medical condition as defined by state law (cancer or genetic characteristics), disability, military and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state or local laws and ordinances. The School is committed to a workplace free of discrimination, harassment and retaliation.

### **Discrimination Defined**

Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

### **Harassment Defined**

Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, offensive or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a professional and respectful manner.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature.

Examples of conduct that violates this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement;
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- obscene or vulgar gestures, posters or comments;
- sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
- propositions or suggestive or insulting comments of a sexual nature;
- derogatory cartoons, posters and drawings;
- sexually-explicit emails or voicemails;

- uninvited touching of a sexual nature;
- unwelcome sexually-related comments;
- conversation about one's own or someone else's sex life;
- conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
- teasing or other conduct directed toward a person because of the person's gender.

## **Retaliation Defined**

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and
- denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

**All discrimination, harassment and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party.**

## **Reporting Procedures**

The following steps have been put into place to ensure the work environment is respectful, professional, and free of discrimination, harassment and retaliation. If an employee believes someone has violated this policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of Executive Director. (Phone numbers are available through the School directory.) If this individual is the person toward whom the complaint is directed the employee should contact any higher level manager in the reporting chain. If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, he or she should contact Board Chair immediately. (Phone numbers are available through the School directory.)

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to Executive Director.

## **Investigation Procedures**

Upon receiving a complaint, the School will promptly conduct a fair and thorough investigation



into the facts and circumstances of any claim of a violation of this policy or our Equal Employment Opportunity policy. To the extent possible, the School will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

During the investigation, the School generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the School shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The School will inform the complainant and the accused of the results of the investigation.

The School will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the School determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination. Anyone, regardless of position or title, whom the School determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

Remember, the School cannot remedy claimed discrimination, harassment or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct which they believe violates this policy.

#### 1-4. Drug and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect School property, and to ensure efficient operations, the School has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the School.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on School premises, while on School business (whether or not on School premises) or while representing the School, is strictly prohibited. Employees and other individuals who work for the School also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact an employee's ability to perform his or her job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent an employee is subject to any drug testing requirement, to the extent permitted by and in accordance with applicable law.

Employees must notify the School within five calendar days if they are convicted of a criminal drug violation in the workplace. Within ten (10) days of such notification or other actual notice, the School will advise the contracting agency of such conviction.

All employees are hereby advised that full compliance with the foregoing policy shall be a condition of employment at the School.

Any employee who violates the foregoing drug-free workplace policy described above shall be subject to discipline up to and including immediate discharge.

In the discretion of the School, any employee who violates the drug-free workplace policy may be required, in connection with or in lieu of disciplinary sanctions, to participate to the School's satisfaction in an approved drug assistance or rehabilitation program.

In order to maintain a drug-free workplace, the School has established a drug-free awareness program to educate employees on the dangers of drug abuse in the workplace, our drug-free workplace policy, the availability of any drug-free counseling, rehabilitation and employee assistance programs and the penalties that may be imposed for violations of our drug-free workplace policy. (Such education may include: (1) distribution of our drug-free workplace policy at the employment interview; (2) a discussion of our policy at the new employee orientation session; (3) distribution of a list of approved drug assistance agencies, organizations and clinics; (4) distribution of published educational materials regarding the dangers of drug abuse; (5) reorientation of all involved employees in cases in which a drug-related accident or incident occurs; (6) inclusion of the policy in employee handbooks and any other personnel policy publications; (7) lectures or training by local drug abuse assistance experts; (8) discussion by the School's safety experts on the hazards associated with drug abuse; and (9) video tape presentations on the hazards of drug abuse.)

## 1-5. Workplace Violence

Forest Ranch Charter School is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to School and personal property.

We do not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage employees from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in School policies and procedures; personality conflicts with co-workers;

obsession or preoccupation with a co-worker or Supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

### Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any School employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation.

### Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the School determines, after an appropriate good faith investigation, that someone has violated this policy, the School will take swift and appropriate corrective action.

If an employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

## 1-6. Open Door Policy

Forest Ranch Charter School promotes an open door policy to foster communication and mutual respect. If you have a question or problem relating to your job and/or working environment, or a suggestion for improvement in our operations, Forest Ranch Charter School encourages you to talk to your immediate supervisor as soon as possible.

If your immediate supervisor is not able to answer your question or adequately resolve the problem or if you do not feel comfortable talking to your supervisor, Forest Ranch Charter School encourages you to meet with any management staff member regarding your job or working environment. If the Executive Director is your supervisor you are encouraged to meet with the President of the Board of Directors or his/her designee.

This policy, which we believe is important for both you and Forest Ranch Charter School, may not result in every problem being resolved to your satisfaction. However, Forest Ranch Charter School values your input and you should feel free to raise issues of concern, in good faith,

without the fear of retaliation.

## Section 2 - Operational Policies

### 2-1. Employee Classifications

For purposes of this handbook, all employees fall within one of the classifications below.

**Full-Time Employees** - Employees who regularly work at least 35 hours per week who were not hired on a short-term basis.

**Part-Time Employees** - Employees who regularly work fewer than 35 hours per week who were not hired on a short-term basis.

**Short-Term Employees** - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term Employees generally are not eligible for School benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same salary regardless of hours worked. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

### 2-2. Your Employment Records

In order to obtain their position, employees provided us with personal information, such as address and telephone number. This information is contained in the employee's personnel file.

The employee should keep his or her personnel file up to date by informing the Office Manager of any changes. The employee also should inform the Office Manager of any specialized training or skills he or she may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach the employee in a crisis could cause a severe health or safety risk or other significant problem.

### 2-3. Working Hours and Schedule

During the school year, Forest Ranch Charter School normally is open for business from 7:30 am to 4:30 pm, Monday through Friday. The employee will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis.

## **Rest Breaks**

Non-exempt employees who work three-and-one-half (3-1/2) or more hours per day are provided one 10-minute rest break for every four (4) hours or major fraction thereof worked. For purposes of this policy, "major fraction" means any time greater than two (2) hours. For example, if an employee works more than six (6) hours, but no more than 10 hours in a workday, he or she is provided and should take two 10-minute rest breaks: one during the first half of a shift and a second rest break during the second half of the shift. If an employee works more than 10 hours but no more than 14 hours in a day, he or she is provided, and should take, three 10-minute rest breaks, and so on.

Rest breaks should be taken as close to the middle of each work period as is practical. While employees do not need to obtain their supervisor's approval or notify their supervisor when taking a rest break, this should be coordinated so that students are never left unsupervised or unsafe.

Employees are encouraged to take their rest breaks; they are not expected to and should not work during their rest breaks. Non-exempt employees are paid for all rest break periods. Accordingly, employees do not need to clock out when taking a rest break.

## **Meal Periods**

If employees work more than 5 hours in a workday, they are provided an unpaid, off-duty meal period of at least 30 minutes. If six (6) hours of work will complete the day's work, they may voluntarily waive the meal period in writing. Employees should see the Executive Director if they would like to sign and submit a form that waives their right to a meal period if they work no more than six (6) hours in a day. Employees who work more than 10 hours in a day are entitled to a second unpaid, off-duty 30 minute meal period. If an employee works no more than 12 hours, the employee can waive his or her second meal period, but only if the first one was not waived in any manner. Any waiver of the second meal period must be in writing and submitted before the second meal period. Employees should see the Executive Director if they would like to sign and submit a form that waives their right to a second meal period, as explained above. If they work more than 12 hours they may not waive and should take their second unpaid, off-duty 30 minute meal period.

When an employee's assigned schedule does not mandate their meal period, employees are responsible for scheduling their own meal periods, but they should begin no later than the end of the fifth hour of work. For example, an employee who begins working at 8:00 a.m. must begin his or her meal period no later than 1:00 p.m. When scheduling a meal period, employees should try to anticipate work flow and deadlines. Employees are encouraged to and should take their meal periods; they are not expected to work during their meal periods.

During meal periods, employees are relieved of all duty and should not work during this time. When taking a meal period, employees should be completely off work for at least 30 minutes. Employees are prohibited from working "off the clock" during their meal period. Those employees who use a time clock must clock out for their meal periods. These employees are

expected to clock back in and then promptly return to work at the end of any meal period. Those employees who record their time manually must accurately record their meal periods by recording the beginning and end of each work period.

Unless otherwise directed by a supervisor in writing, employees do not need to obtain a supervisor's approval or notify a supervisor when taking a meal period.

### **General Requirements for Rest Periods and Meal Breaks**

All rest breaks and meal periods must be taken outside the work area. Employees should not visit or socialize with employees who are working while they are taking a rest break or meal period. Employees may leave the premises during meal periods.

Employees are required to immediately notify their supervisor, manager, or the Executive Director if they believe they are being pressured or coerced by any manager, supervisor, or other employee to not take any portion of a provided rest break or meal period.

## **2-4. Timekeeping Procedures**

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report absences from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a Supervisor, who will attempt to correct legitimate errors.

## **2-5. Overtime**

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Non-exempt employees generally will be paid overtime at the rate of time and one-half (1.5) times their normal hourly wage for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week, or for the first eight (8) hours on the seventh day in the same

workweek.

Non-exempt employees generally will be paid double-time for hours worked in excess of twelve (12) in any workday or in excess of eight (8) on the seventh day of the workweek.

Employees may work overtime only with management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

## **2-6. Travel Time for Non-Exempt Employees**

California non-exempt employees are paid for travel time in accordance with state law.

## **2-7. Your Paycheck**

The employee will be paid monthly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, the School is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in an employee's pay, the employee should bring the matter to the attention of the Business Manager immediately so the School can resolve the matter quickly and amicably.

Paychecks will be given only to the employee, unless he or she requests that they be mailed, or authorize in writing another person to accept the check.

## **2-8. Direct Deposit**

Forest Ranch Charter School strongly encourages employees to use direct deposit. Authorization forms are available from the Office Manager.

## **2-9. Salary Advances**

Forest Ranch Charter School does not permit advances on paychecks or against accrued paid time off.



## 2-10. Performance Review

Depending on the employee's position and classification, Forest Ranch Charter School endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the School encourages employees and Supervisors to discuss job performance on a frequent and ongoing basis.

## 2-11. Job Postings

The School is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in place for all employees. To be eligible to apply for an open position, employees must meet several requirements:

- should be a current, regular, full-time or part-time employee;
- been in the current position for at least six (6) months;
- maintain a performance rating of excellent or above;
- should not be on an employee conduct/performance-related probation or warning;
- must meet the job qualifications listed on the job posting; and
- provide the employee's manager with notice prior to applying for the position.

If the employee finds a position of interest on the job posting website and meets the eligibility requirements, an on-line job posting application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. The School reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program, please contact the Executive Director.

## 2-12. At-Will Employment Relationship

Forest Ranch Charter School hopes that every employee will find the employment relationship satisfying and rewarding in all respects. While we hope our relationship will be mutually beneficial, it needs to be emphasized that the employment relationship is "at-will." Your employment with Forest Ranch Charter School is voluntarily entered into and we recognize that you are free to resign at any time, with or without cause or notice. Similarly, Forest Ranch Charter School is free to end any employment relationship at any time it deems appropriate, with or without cause or notice. No one at Forest Ranch Charter School other than the President of

the Board of Directors with the consent of the entire Board, has the authority or legal ability to modify the at-will nature of the employment relationship, and even then it can be modified only in writing.

## 2-13. Verification of Ability to Work in the United States

All offers of employment are conditional upon Board-approval and verification of an applicant's right to work in the United States. At a minimum and prior to employment, each employee will be asked to provide original documents verifying his/her right to work in the United States and to sign a verification I-9 form required by federal law.

## 2-14. Safe Harbor Policy for Exempt Employees

It is School policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure employees are paid properly and no improper deductions are made, employees must review their pay stubs promptly to identify and to report all errors.

If an employee believes a mistake has occurred or if an employee has any questions, the employee should use the reporting procedure outlined below.

Exempt salaried employees receive a salary which is intended to compensate for all hours worked for the School. This salary will be established at the time of hire or when an employee becomes classified as an exempt employee. While it may be subject to review and modification from time-to-time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under state law, salary is subject to certain deductions. For example, an employee's salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability, if the available paid sick leave has been exhausted;
- intermittent absences, including partial-day absences, covered by the federal Family and Medical Leave Act, if other available paid leave has been exhausted;
- to offset amounts received as payment for jury and witness fees or military pay;
- during the first or last week of employment in the event an employee works less than a full week; and
- any work week in which an employee performs no work for the School.

Salary also may be reduced for certain types of deductions, such as the employee portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or,

voluntary contributions to a 457(b) or pension plan.

In any workweek in which an employee performed any work, the employee's salary will not be reduced for any of the following reasons:

- partial-day absences not requiring a substitute for personal reasons, sickness or disability;
- absence on a holiday when the facility is closed or because the facility is otherwise closed on a scheduled workday;
- absences for jury duty, attendance as a witness or military leave in any week in which an employee has performed any work; and
- any other deductions prohibited by state or federal law.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to the Business Manager. If the Business Manager is unavailable or if employees believe it would be inappropriate to contact that person (or if they have not received a prompt and fully acceptable reply), they should immediately contact Business Manager or any other supervisor in the School with whom an employee feels comfortable. If employees are unsure of whom to contact if they have not received a satisfactory response within five (5) business days after reporting the incident, they should immediately contact the Executive Director.

Every report will be fully investigated and corrective action will be taken where appropriate, up to and including termination for any employee who violates this policy. In addition, the School will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

## Section 3 - Benefits

### 3-1. Benefits Overview

In addition to good working conditions and competitive pay, it is Forest Ranch Charter School's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as paid sick leave, free child care after school hours, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Forest Ranch Charter School provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Business Manager. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, Forest Ranch Charter School (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the School intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Business Manager.

### 3-2. Child Care Benefits

The on-site FRCS After School Care Program is available to faculty and staff at no cost. After School Care hours are from 3PM to 6PM on regular school days. Children of faculty and staff who are enrolled at Forest Ranch Charter School may attend during program hours while their parents are working on or off campus for the benefit of Forest Ranch Charter School. Use of this benefit is encouraged so that faculty and staff may focus on their work more fully and so that

students are safely supervised during after school hours.

### 3-3. Paid Holidays

Full-time employees will be paid for the following holidays:

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Memorial Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of the School.

### 3-4. California Paid Sick Leave

#### **Eligibility**

Pursuant to the Healthy Workplaces, Healthy Families Act, the School provides paid sick leave to employees who, on or after July 1, 2015, work for Forest Ranch Charter School in California for 30 or more days within a year. For employees who work in California who are eligible for sick time under the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance.

#### **Accrual**

Employees begin accruing paid sick leave on July 1, 2015 or at the start of employment, whichever is later. For hourly employees, paid sick leave will accumulate at the rate of one (1) hour for every 30 hours worked. Hourly employees who are not members of PERS or STRS will accrue paid sick leave up to a maximum of 6 days or 48 hours only. Paid sick leave will accrue year to year for hourly and salaried employees who are members of PERS or STRS. For salaried employees who are exempt from overtime pursuant to the executive, administrative and

professional exemption, sick leave will accrue as per their employment contract. For purposes of this policy, for employees hired on or before July 1, 2015, the year is the consecutive 12-month period beginning July 1st and ending on June 30th. For employees hired after July 1, 2015, the year is the consecutive 12-month period beginning on the employee's date of hire.

## **Usage**

Employees can use accrued paid sick leave beginning on the 90th day of employment. Paid sick leave may be used in minimum increments of two (2) hours. Employees may use up to their current annual accrual plus an additional 28 days of prior year accrued or transferred sick leave (if available) in any one year.

Paid sick leave may be used for the following reasons:

- For diagnosis, care or treatment of an existing health condition of or preventive care for, an employee or an employee's family member (meaning a child, including biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis, all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive or foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; or a sibling; or
- For an employee who is a victim of domestic violence, sexual assault or stalking:
  1. to obtain or attempt to obtain a temporary restraining order, restraining order or other injunctive relief;
  2. to help ensure the health, safety or welfare of the victim or the victim's child;
  3. to seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
  4. to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
  5. to obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
  6. to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

Employees will be notified of their available paid sick leave on each itemized wage statement beginning with the first pay period after July 1, 2015.

## **Notice and Documentation**

Notice to the Employee's Supervisor may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable.

## **Payment**

Eligible employees will receive payment for paid sick leave at the same wage as the employee normally earns during regular work hours, unless otherwise required by applicable law, by the next regular payroll period after the leave was taken. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

## **Carryover and Payout**

Accrued paid sick leave carries over from year to year, but is subject to the accrual cap of six (6) days or 48 hours for non-PERS or STRS members.

Accrued but unused paid sick leave under this policy will not be paid at separation.

## **Enforcement & Retaliation**

Retaliation or discrimination against an employee, who requests paid sick days or uses paid sick days or both, is prohibited and employees may file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

If employees have any questions regarding this policy, they should contact the Employee's Supervisor.

## **3-5. Insurance Programs**

Full-time employees may participate in the School's insurance programs. Under these plans, eligible employees will be offered comprehensive health and other insurance coverage, as well as other benefits.

Upon becoming eligible to participate in these plans, you will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to speak to the Director if you have any further questions.

## **3-6. Lactation Breaks**

The School will provide a reasonable amount of break time for an employee who wishes to express breast milk for her infant child. If possible, the break time must run concurrently with rest and meal periods already provided to the employee. If break time cannot run concurrently with rest and meal periods, it will be unpaid.

The School will make reasonable efforts to provide the use of a room or location other than a bathroom stall for the employee to express milk in private. This location may be the employee's private office, if applicable.

The School may not be able to provide additional break time if doing so would seriously disrupt operations. Please consult with the Director if you have questions regarding this policy.

### 3-7. Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your Supervisor. Failure to follow School procedures may affect your ability to receive Workers' Compensation benefits.

Any leave of absence due to a workplace injury runs concurrently with all other School leaves of absence. Reinstatement from leave is guaranteed only if required by law. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

### 3-8. Jury Duty Leave

Forest Ranch Charter School realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the School during such week.

### 3-9. Witness Leave

An employee called to serve as an expert witness in a judicial proceeding on behalf of the State will be granted leave with pay. An employee who is summoned to appear in court as an expert witness, but not on behalf of the State may use available personal time to cover the period of absence.

Employees subpoenaed for witness duty must notify their supervisor as soon as possible.



### 3-10. Voting Leave

In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off sufficient working time to vote. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. An employee will be allowed a maximum of two (2) hours of voting leave on Election Day without loss of pay. Where possible, the supervisor should be notified of the need for leave at least three (3) working days prior to the Election Day.

### 3-11. Statutory Short-Term Disability Benefits

Forest Ranch Charter School also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

### 3-12. Retirement Plan

Forest Ranch Charter School is a State Teacher Retirement System (STRS) and Public Employee Retirement System (PERS) employer. Eligible employees are required to participate in the School's retirement plan.

Additionally, eligible employees may participate in a School-sponsored 457b retirement plan, making pre-tax contributions to this savings plan.

Upon becoming eligible to participate in these plans, the employee will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to the Business Manager if there are any further questions.

### 3-13. Paid Family Leave Benefits

An employee who is off work to care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law, or registered domestic partner, with a serious health condition, or to bond with a new child, may be eligible to receive benefits through the California "Paid Family Leave" (PFL) program, which is administered by the Employment Development Department (EDD).

These benefits are financed solely through employee contributions to the PFL program. That program is solely responsible for determining if an employee is eligible for such benefits. Generally there is a waiting period during which no PFL benefits are available. The EDD can

provide additional information about any applicable waiting period.

If an employee needs to take time off work to care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law, or registered domestic partner with a serious health condition or to bond with a new child, he or she must advise the School, and the employee will be given information about the EDD's PFL program and how to apply for benefits. Employees also may contact their local Employment Development Department Office for further information. The employee should maintain regular contact with the School during the time off work so we may monitor the employee's return-to-work status. In addition, the employee should contact the School when he or she is ready to return to work so we may determine what positions, if any, are open.

When an employee applies for PFL benefits, the Business Manager will determine if the employee has any accrued but unused sick days available. If the employee has accrued but unused time available, then the employee may use up to two (2) weeks of such time before becoming eligible for PFL benefits.

### **Job Reinstatement Not Guaranteed**

Employees taking time off work to care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law, or domestic partner with a serious health condition or to bond with a new child are not guaranteed job reinstatement unless they qualify for such reinstatement under federal or state family and medical leave laws.

Any time off for Paid Family Leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave, if applicable. Please see the "Family and Medical Leave" policy in this Handbook for eligibility requirements, if applicable.

## **3-14. Continuing Education**

Exempt employees are encouraged to continue growing and learning professionally year round. During the summer months when Forest Ranch Charter School is not in session, the School will reimburse up to \$1,000 for Open University or other similar classes successfully completed, which will benefit the personal growth of the employee and their usefulness to the School.

Prior to enrollment, employers shall verify with the Executive Director that the suggested class is appropriate for reimbursable continuing education. To request reimbursement, submit an Expense Sheet with the Director's signature indicating pre-approval along with attached proof of successful completion and proof of payment.

## Section 4 - Leaves of Absence

### 4-1. Personal Leave

If employees are ineligible for any other School leave of absence, Forest Ranch Charter School, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for FMLA and CFRA, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days or sick days. We will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the School in a timely manner, subject to the terms of the plan documents.

When the employee anticipates returning to work, he or she should notify management of the expected return date. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, the School will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the School will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any School-provided Short-Term Disability Leave of Absence.

### 4-2. Military Leave

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage while employees are away.

### 4-3. Time Off for Military Spouses

If an employee works, on average, at least 20 hours per week and his or her spouse is a qualified member of the United States Armed Forces, the National Guard or the Reserves, the employee is eligible to take leave for a period of up to 10 days while his or her spouse is home during a qualified leave period. When an employee is also eligible for military family member exigency leave, leave under this policy shall also count toward the employee's leave entitlement under the Family and Medical Leave Act (FMLA), where the time off meets the definition of FMLA military exigency leave.

#### **Required Notice to Employer**

Within two business days of receiving official notice that the employee's spouse will be on leave, he/she must provide notice to the Company of his/her intent to take military spouse leave.

#### **Required Documentation**

The employee must submit written documentation to the Company certifying that during his/her requested time off, the employee's spouse will be on leave from deployment during a period of military conflict.

#### **Leave is Unpaid**

Leave granted under this policy is unpaid.

#### **Definitions**

For the purposes of this policy, the following definitions apply:

**"Qualified Member"** means any of the following:

- (a) A member of the United States Armed Forces who is deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or
- (b) A member of the National Guard who is deployed during a period of military conflict; or
- (c) A member of the Reserves who is deployed during a period of military conflict.

**"Period of Military Conflict"** means any of the following:

- (a) A period of war declared by the U.S. Congress; or
- (b) A period of deployment for which members of the Reserves are ordered to active duty.

**"Qualified Leave Period"** means the period during which the qualified member is on leave from deployment during a period of military conflict.

#### 4-4. Pregnancy Disability Leave

If employees are disabled by pregnancy, childbirth or related medical conditions, they are eligible to take a pregnancy disability leave (PDL). If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. In addition, if it is medically advisable for employees to take intermittent leave or work a reduced schedule, the School may require them to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four calendar months (one-third of a year or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. For a full time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hours per week times 17 1/3 weeks. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis.

The PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law.

Time off needed for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and recovery from childbirth or loss or end of pregnancy are all covered by PDL.

To receive reasonable accommodation, obtain a transfer or take a PDL, employees must provide sufficient notice so the School can make appropriate plans. Thirty days' advance notice is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Employees are required to obtain a certification from their health care provider of the need for pregnancy disability leave or the medical advisability of an accommodation or for a transfer. The certification is sufficient if it contains: (1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains: (1) a statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled because of pregnancy; and (3) the estimated duration of the leave.

Upon request, the employee will be provided with a medical certification form that the employee can take to her doctor.

As a condition of returning from pregnancy disability leave or transfer, the School requires the employee to obtain a release from a health care provider stating that she is able to resume the original job duties with or without reasonable accommodation.

PDL is unpaid. At the employee's option and in compliance with our sick leave policy, she can use accrued paid time off as part of the PDL before taking the remainder of leave on an unpaid basis. Employees who participate in the School's group health insurance plan will continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Benefit continuation under PDL is distinct from benefit continuation for employees who also take birth bonding leave under the California Family Rights Act. Employees should make arrangements for payment of their share of the insurance premiums.

We encourage employees to contact the California Employment Development Department regarding eligibility for state disability insurance for the unpaid portion of the leave.

If employees do not return to work on the originally scheduled return date, nor request in advance an extension of the agreed upon leave with appropriate medical documentation, they may be deemed to have voluntarily terminated their employment with the School. Failure to notify the School of their ability to return to work when it occurs or continued absence from work because the leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of employment with the School, unless employees are entitled to Family and Medical Leave or entitled to further leave pursuant to applicable law.

Upon return from a covered PDL, the employee, in most instances, will be reinstated to the same position.

Taking a PDL may affect some benefits and the employee's seniority date. The employee may request more information regarding eligibility for PDL and the impact of the leave on seniority and benefits.

Any request for leave after the disability has ended will be treated as a request for family care leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA), if the employee is eligible for that type of leave. PDL runs concurrently with FMLA (but not CFRA). Employees should refer to the FMLA policy. Employees who are not eligible for leave under the CFRA or FMLA will have a request for additional leave treated as a request for disability accommodation.

#### **4-5. Rehabilitation Leave**

Forest Ranch Charter School is committed to providing assistance to our employees to overcome substance abuse problems. The School will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program. This accommodation may include time off without pay or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the School. Employees may also use accumulated sick days, if applicable, for this purpose.

Employees should notify the Director if they need such accommodation. The School will take reasonable steps to safeguard privacy with respect to enrollment in an alcohol or drug rehabilitation program.

#### **4-6. Literacy Assistance**

We are committed to providing assistance to employees who require time off to participate in an adult education program for literacy assistance. If employees need time off to attend such a program, they should inform the Director. The School will attempt to make reasonable accommodations by providing unpaid time off or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the School. The School will attempt to safeguard the privacy of employees' enrollment in an adult education program.

#### **4-7. Time Off For School Related Activities**

Parents, guardians, or grandparents with school children from kindergarten through Grade 12 or younger children attending licensed child day care facilities are provided unpaid time off up to a maximum of eight (8) hours in one (1) calendar month and 40 hours in one (1) calendar year to participate in school or day care activities if they work at a location with 25 or more employees. We may require proof of an employee's participation in these activities. Employees must provide reasonable advance notice to their supervisor before taking any time off under this policy. Parents, guardians or grandparents with custody of schoolchildren who have been suspended also are allowed to take unpaid time off to appear at the school pursuant to the school's request.

#### **4-8. Victims of Domestic Violence, Sexual Assault or Stalking**

Victims of domestic violence, sexual assault or stalking may take unpaid leave for up to 12 weeks to obtain help from a court, seek medical attention, obtain services from an appropriate shelter, program, or crisis center, obtain psychological counseling, or participate in safety planning, such as permanent or temporary relocation. We may require proof of an employee's participation in these activities. Whenever possible, employees must provide their supervisor

reasonable notice before taking any time off under this policy. Employees may substitute any accrued sick time off for the leave under this policy. Leave under this policy does not extend the time allowable under the "Family and Medical Leave" Policy in this Handbook.

No employee will be subject to discrimination or retaliation because of his or her status as a victim of domestic violence, sexual assault or stalking. Victims of domestic violence, sexual assault or stalking may request other accommodations in the workplace such as implementation of safety measures.

#### 4-9. Bone Marrow Donation Leave

An employee who has been employed for at least 90 days may request a leave of absence for up to five business days in any one-year period to undergo a medical procedure to donate bone marrow. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. An employee must use any accrued sick time off for this leave, but the use of sick leave does not extend the term of this leave. If accrued sick leave is not available, the time off for such procedure shall be paid, but the paid time off shall not exceed five days. Bone marrow donation leave will not be designated as FMLA or CFRA leave time. Employees will receive health benefits for the duration of their Bone Marrow Donation Leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave.

#### 4-10. Organ Donation Leave

An employee who has been employed for at least 90 days may request a leave of absence for up to 30 business days in any one-year period to undergo a medical procedure to donate an organ. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. An employee must use up to two weeks of accrued sick leave for this leave, but the use of sick leave does not extend the term of the leave. If accrued sick leave is not available, the time off for such procedure shall be paid however the paid time off shall not exceed 30 days. Organ donation leave will not be designated as FMLA or CFRA leave time. Employees will receive health benefits for the duration of their organ donation leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave.

#### 4-11. Bereavement Leave

We know the death of a family member is a time when employees wish to be with their families. If an employee loses a close relative, he or she will be allowed paid time off of up to three (3) work days to assist the employee in attending to his or her obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic partner, child, parent, sibling



or any other relation required by applicable law. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. An employee must inform his or her supervisor prior to commencing bereavement leave. In administering this policy, the School may require verification of death.

## Section 5 - General Standards of Conduct

### 5-1. Workplace Conduct

Forest Ranch Charter School endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the School's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing Forest Ranch Charter School property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of Forest Ranch Charter School's Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening or disrupting the work of others or other violations of Forest Ranch Charter School's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
10. Gambling on School property.
11. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of Forest Ranch Charter School's Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and Forest Ranch Charter School reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The School will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment

in a given situation. However, Forest Ranch Charter School will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

## **5-2. Punctuality and Attendance**

Employees are hired to perform important functions at Forest Ranch Charter School. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and Supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify Supervisors as early as possible, but no later than the start of the work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with the School.

## **5-3. Use of Communications and Computer Systems**

Forest Ranch Charter School's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other School policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the Forest Ranch Charter School systems.

Forest Ranch Charter School may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the School deems it appropriate to do so. The reasons for which the School may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that School operations continue appropriately during an employee's absence.

Further, Forest Ranch Charter School may review Internet usage to ensure that such use with School property, or communications sent via the Internet with School property, are appropriate.

The reasons for which the School may review employees' use of the Internet with School property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that School operations continue appropriately during an employee's absence.

The School may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The School's policies prohibiting harassment, in their entirety, apply to the use of School's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the School's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

#### 5-4. Use of Social Media

Forest Ranch Charter School respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect School interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with School equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether an employee is posting something on his or her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the School and also expresses either a political opinion or an opinion regarding the School's actions, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her

personal opinion and not the School's position. This is necessary to preserve the School's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or threatening is forbidden. School policies apply equally to employee social media usage. Employees should review their Employee Handbook for further guidance.

Forest Ranch Charter School encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

## **5-5. Personal and Company-Provided Portable Communication Devices**

School-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through the School's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a School-provided or personal device, employees must comply with applicable School guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a School-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If an employee who uses a personal PCD for business resigns or is discharged, the employee will be required to submit the device to the IT department for resetting on or before his or her last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, School information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of School

information. This is the only way currently possible to ensure that all School information is removed from the device at the time of termination. The removal of School information is crucial to ensure compliance with the School's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a School-issued device, the School's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

### **Portable Communication Device Use While Driving**

Employees who drive on School business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

## **5-6. Camera Phones/Recording Devices**

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, no employee may use a camera phone function on any phone on company property unless performing work for the School.

The use of tape recorders, dictaphones or other types of voice recording devices anywhere on School property, including to record conversations or activities of other employees or management, or while performing work for the School, is also strictly prohibited, unless the device was provided to you by the School or is used solely for legitimate business purposes.

## 5-7. Inspections

Forest Ranch Charter School reserves the right to require employees while on School property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on School or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the School or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

## 5-8. Smoking

Smoking, including the use of e-cigarettes, is prohibited on School premises and in all School vehicles.

## 5-9. Personal Visits and Telephone Calls

Disruptions during work time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time.

## 5-10. Solicitation and Distribution

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time an employee is engaged, or should be engaged, in performing his/her work tasks for Forest Ranch Charter School. Solicitation of any kind by non-employees on School premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the School is prohibited at all times. Distribution of literature by non-employees on School premises is prohibited at all times.

## 5-11. Bulletin Boards

Important notices and items of general interest are continually posted on our bulletin board. Employees should make it a practice to review it frequently. This will assist employees in keeping up with what is current at Forest Ranch Charter School. To avoid confusion, employees should not post or remove any material from the bulletin board.

## 5-12. Confidential Company Information

During the course of work, an employee may become aware of confidential information about Forest Ranch Charter School's business, including but not limited to information regarding School finances, software and computer programs, marketing strategies, and knowledge, skills and abilities of personnel. An employee also may become aware of similar confidential information belonging to the School's students and families. It is extremely important that all such information remain confidential. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the School may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

## 5-13. Conflict of Interest and Business Ethics

It is Forest Ranch Charter School's policy that all employees avoid any conflict between their personal interests and those of the School. The purpose of this policy is to ensure that the School's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the School.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the School, by any employee who is in a position to directly or indirectly influence either the School's decision to do business, or the terms upon which business would be done with such organization;
2. being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the School;
3. profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the School.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between he or she (and the employee's immediate family) and the School.



## 5-14. Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their Supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the School's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the School is not responsible for any damage to employees' personal belongings unless the employee's Supervisor provided advance approval for the employee to bring the personal property to work.

## 5-15. Health and Safety

The health and safety of employees and others on School property are of critical concern to Forest Ranch Charter School. The School intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the School's premises, or in a product, facility, piece of equipment, process or business practice for which the School is responsible should be brought to the attention of management immediately.

Periodically, the School may issue rules and guidelines governing workplace safety and health. The School may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

## 5-16. TB Testing

No person shall be employed by Forest Ranch Charter School unless the person has submitted proof of an examination within the last four (4) years that the employee is free of tuberculosis. This examination shall consist of an X-ray of the lungs or an approved intradermal tuberculin test which, if positive, shall be followed by an X-ray of the lungs. Thereafter, 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 a certificate with Forest Ranch Charter School from the examining physician showing the employee was examined and found free from active tuberculosis. The School will only reimburse up to the cost of having the test performed through the Butte County Department of Public Health.

Persons wishing to be on the School's list of substitute employees need to have a current tuberculin test on file. The initial cost of the testing will be borne by the prospective substitute employee. Should the School call in the employee for substitute work, the cost of the test will be reimbursed at the time of the first paycheck paid to the substitute employee. The School will only reimburse up to the cost of having the test performed through the Butte County Department of Public Health.

## 5-17. Criminal Background Checks (LiveScan)

It is the policy of the School to require fingerprint background checks (LiveScan) for all employees consistent with legal requirements. The School will pay for an initial LiveScan through one of the School's approved providers for new, regular employees. If an employee wishes to be scanned elsewhere, any expense in excess of the cost from our approved provider shall be borne by the employee.

Person wishing to be on the School's list of substitute employees will need to have a current LiveScan on file. The initial cost of the LiveScan will be borne by the prospective substitute employee. Should the School call in the employee for substitute work, the cost of the LiveScan will be reimbursed at the time of the first paycheck paid to the substitute employee. The School will only reimburse up to the cost of having the test performed by an approved provider.

The School may, on a case-by-case basis, require an entity providing school-site services to certify that the entity's employees comply with the requirements for LiveScan fingerprinting, unless the School determines that the employees of the entity will have very limited contact with pupils. In determining whether a contract employee will have limited contact with pupils, the School must consider all relevant circumstances, including factors such as the length of time the contractors will be on school grounds, whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others. If the School makes this determination, the School shall take appropriate steps to protect

the safety of any pupils that may come in contact with these employees. If a School requires an entity to comply with the fingerprinting requirements, the entity is required to comply with this section.

### **5-18. Hiring Relatives/Employee Relationships**

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Forest Ranch Charter School may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the School. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The School generally will attempt to identify other available positions, but if no alternate position is available, the School retains the right to decide which employee will remain with the School.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

### **5-19. Employee Dress and Personal Appearance**

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your Supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well groomed and wearing the proper attire.

### **5-20. Publicity/Statements to the Media**

All media inquiries regarding the position of the School as to any issues must be referred to the Director. Only the Director is authorized to make or approve public statements on behalf of the School. No employees, unless specifically designated by the Director, are authorized to make those statements on behalf of School. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the School must first obtain approval from the Director.

## 5-21. Operation of Vehicles

All employees authorized to drive School-owned or leased vehicles or personal vehicles in conducting School business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

An employee must have a valid driver's license in his or her possession while operating a vehicle off or on School property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

School-owned or leased vehicles may be used only as authorized by management.

### **Portable Communication Device Use While Driving**

Employees who drive on School business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

## 5-22. Business Expense Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the Office Manager along with the receipts in a timely manner. Expenses and receipts older than 60 days will not be reimbursed.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

### 5-23. References

Forest Ranch Charter School will respond to reference requests through the Director. The School will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Director.

**Only the Director may provide references.**

### 5-24. If You Must Leave Us

Should an employee decide to leave the School, we ask that he or she provide a Supervisor with at least two (2) weeks advance notice of departure. Thoughtfulness will be appreciated.

All School property including, but not limited to, keys, security cards, laptop computers, etc., must be returned at separation. Employees also must return all of the School's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the School (through payroll deduction, if lawful) for any lost or damaged School property.

As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

### 5-25. Exit Interviews

Employees who resign are requested to participate in an exit interview with the Director, if possible.

### 5-26. A Few Closing Words

This handbook is intended to give employees a broad summary of things they should know about Forest Ranch Charter School. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Forest Ranch Charter School, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about the School or its personnel policies and practices.

## 5-27. Corrective Action Policy

Forest Ranch Charter School seeks to establish and maintain standards of employee conduct and supervisory practices which will, support and promote teamwork and effective business operations. Such supervisory practices include administering corrective action when employee conduct or performance problems arise. Major elements of this policy may include:

1. Constructive effort by the supervisor to help employees achieve full satisfactory standards of conduct and job performance.
2. Correcting employee shortcomings or negative behavior to the extent required.
3. Notice to employees through communication of this policy that termination may result from violation of employee standards of conduct or unsatisfactory job performance.
4. Written documentation of warnings given and corrective measures taken.
5. Documentation of corrective action will become part of the employee's personnel record.

### Options for Corrective Action:

Depending on the facts and circumstances involved in each situation, management may choose to begin corrective action at any step, up to and including immediate termination, as employment with Forest Ranch Charter School is at-will.

The following steps may be followed at Forest Ranch Charter School's discretion:

1. Oral Warning. For infractions Forest Ranch Charter School deems to be minor, the employee may be issued an oral warning. If the situation does not improve within a reasonable time, the supervisor may repeat the measure or implement another option.
2. Written Warning Notice. For repeated minor infractions, or a more substantial infraction, the employee may be issued a written warning notice. If the situation does not improve within a reasonable time, the supervisor may repeat the measure or take steps to terminate the employee.

The written warning notice should be prepared following a corrective action discussion with the employee. The employee will be given an opportunity to comment in writing and will be asked to sign the notice acknowledging receipt. Two copies of the notice will be distributed as follows: (1) Employee; and (2) Personnel File.

3. Termination. For infractions Forest Ranch Charter School deems to be sufficiently serious, or continued failure to respond appropriately to prior corrective action, or if such

action is deemed in the best interest of Forest Ranch Charter School.

4. Investigatory Suspension. If events compel immediate action when termination appears possible, the Executive Director may immediately suspend the employee for a specified period, pending an investigation. The employee will be required to leave the premises immediately. The suspension/investigation period will generally last no longer than one workweek but additional days may be taken if the investigation is incomplete. The objective of this suspension will be to determine if termination is the proper decision. If termination is appropriate, the suspension will be unpaid. If termination action is not taken, the employee shall be paid for his/her regularly scheduled hours occurring during the suspension, unless Forest Ranch Charter School determines that a suspension of that length is appropriate corrective action. In no event will an exempt employee be suspended without pay in increments less than one full workweek for other than violations of major safety rules.

The above corrective action program is simply an operating guideline. It does not create any contractual rights and should not be construed as a guarantee of employment for any specific period of time, for any specific work, or for any specific term. All employees are employed "at- will" and employment may be terminated at any time by Forest Ranch Charter School or the employee, with or without cause.

## 5-28. Prohibition of Dual Relationships

Staff members are not to engage in dual relationships with clients to whom Forest Ranch Charter School provides services. In order to provide effective and fair services we have to establish appropriate boundaries between our relationship as a service provider and the client's personal life. A dual relationship is defined as anything other than a professional relationship. This includes, but is not limited to, romantic or sexual relationships, business dealings, buying or selling items, borrowing or lending money, and home sharing. Also prohibited by this policy is connecting with a client through a social media platform (such as "friending" a client on Facebook). Exceptions to this policy can be approved by [title of manager].

A client is any individual who they themselves or members of their immediate family or household are currently receiving services from Forest Ranch Charter School, or have received services within the past year. If you are uncertain about whether you are entering into a dual relationship situation, ask your supervisor or the [title of executive] for clarification.

## 5-29. Whistleblower Policy

Forest Ranch Charter School encourages its employees to report improper activities in the workplace and will protect employees from retaliation for making any such report in good faith.

### **1. Employee Rights**

Employees have the right to report, without suffering retaliation, any activity by Forest Ranch Charter School or any of our employees that the employee reasonably believes: 1) violates any state or federal law; 2) violates or amounts to noncompliance with a state or federal rule or regulation; or 3) violates fiduciary responsibilities by a NONPROFIT corporation. In addition, employees can refuse to participate in an activity that would result in a violation of state or federal statutes, or a violation or noncompliance with a state or federal rule or regulation.

Employees are also protected from retaliation for having exercised any of these rights in any former employment.

The whistleblower protection laws do not entitle employees to violate a confidential privilege of Forest Ranch Charter School (such as the attorney-client privilege) or improperly disclose trade-secret information.

### **2. Where to Report**

Employees have the duty to comply with all applicable laws and to assist Forest Ranch Charter School to ensure legal compliance. An employee who suspects a problem with legal compliance is required to report the situation(s) to the Executive Director or Chair of the Board of Directors if the complaint involves the Executive Director.

Employees may also report information regarding possible unlawful activity to an appropriate government or law enforcement agency.

### **3. Protection from Retaliation**

It is the intent of this policy to encourage employees to report fraudulent or illegal activities and there shall be no retaliation for any reports made pursuant to this policy. Any employee who believes they have been retaliated against for whistle blowing may file a complaint with either the Executive Director or the Chair of the Board of Directors. Any complaint of retaliation will be promptly investigated and remedial action will be taken when warranted. This protection from retaliation is not intended to prohibit managers or supervisors from taking action, including disciplinary action, in the ordinary course of business based on valid performance-related factors.



## General Handbook Acknowledgment

This Employee Handbook is an important document intended to help you become acquainted with Forest Ranch Charter School. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the School's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Handbook.

**I have received and read a copy of Forest Ranch Charter School's Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the School at any time.**

**I further understand that my employment is terminable at will, either by myself or the School, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no representative of Forest Ranch Charter School other than Board of Directors may alter "at will" status and any such modification must be in a signed writing.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the School's Employee Handbook.**

Employee's Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

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

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

## Receipt of California: Discrimination, Harassment and Retaliation Prevention Policy

Forest Ranch Charter School does not tolerate and prohibits discrimination, harassment or retaliation of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of race, religious creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, medical condition as defined by state law (cancer or genetic characteristics), disability, military and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state or local laws and ordinances. The School is committed to a workplace free of discrimination, harassment and retaliation.

### **Discrimination Defined**

Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

### **Harassment Defined**

Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, offensive or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a professional and respectful manner.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature.

Examples of conduct that violates this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement;
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- obscene or vulgar gestures, posters or comments;
- sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
- propositions or suggestive or insulting comments of a sexual nature;
- derogatory cartoons, posters and drawings;

- sexually-explicit emails or voicemails;
- uninvited touching of a sexual nature;
- unwelcome sexually-related comments;
- conversation about one's own or someone else's sex life;
- conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
- teasing or other conduct directed toward a person because of the person's gender.

## **Retaliation Defined**

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and
- denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

**All discrimination, harassment and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party.**

## **Reporting Procedures**

The following steps have been put into place to ensure the work environment is respectful, professional, and free of discrimination, harassment and retaliation. If an employee believes someone has violated this policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of Executive Director. (Phone numbers are available through the School directory.) If this individual is the person toward whom the complaint is directed the employee should contact any higher level manager in the reporting chain. If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, he or she should contact Board Chair immediately. (Phone numbers are available through the School directory.)

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to Executive Director.

## **Investigation Procedures**

Upon receiving a complaint, the School will promptly conduct a fair and thorough investigation

into the facts and circumstances of any claim of a violation of this policy or our Equal Employment Opportunity policy. To the extent possible, the School will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

During the investigation, the School generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the School shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The School will inform the complainant and the accused of the results of the investigation.

The School will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the School determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination. Anyone, regardless of position or title, whom the School determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

Remember, the School cannot remedy claimed discrimination, harassment or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct which they believe violates this policy.

I have read and I understand Forest Ranch Charter School California: Discrimination, Harassment and Retaliation Prevention policy.

Employee's Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

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

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.