



Forest Ranch Charter School

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TABLE OF CONTENTS

ACKNOWLEDGMENT OF HANDBOOK AND AT WILL EMPLOYMENT	1
INTRODUCTION	2
I. CONDITIONS OF EMPLOYMENT	3
A. At-Will Employment	3
B. Modifications	3
C. Equal Employment Opportunity Policy	3
D. Prohibition of Harassment	3
II. EMPLOYMENT POLICIES AND PRACTICES	5
A. Certification and Licensure	5
B. Clerical, Other Staff, Substitutes, and Consultants	5
C. Employee Reviews and Evaluations	6
D. Personnel Files and Record Keeping Protocols	6
E. Child Neglect and Abuse Reporting	7
F. Conflict of Interest	7
G. Attendance and Tardiness	7
H. Drug Free Workplace	7
I. Confidential Information	8
J. Use of E-Mail, Voicemail and Internet Access	8
K. Hours of Work, Overtime and Paydays	9
L. Smoking	9
M. Personal Business	10
N. Health and Safety Policy	10
O. TB Testing	10
P. Criminal Background Checks	10
Q. Security Protocols	11
R. Payroll Withholdings	11
S. Expense Reimbursements	12
T. Academic Freedom	12

III. EMPLOYEE BENEFITS AND LEAVES.....	13
A. Medical Coverage	13
B. Holidays	13
C. Vacation	13
D. Personal Leave	13
E. Unpaid Leave of Absence	13
F. Unpaid Family Care and Medical Leave	14
G. Pregnancy Disability Leave	17
I. Jury and Witness Duty	22
J. Voting Time Off	22
K. Bereavement Leave.....	22
IV. TERMINATION OF EMPLOYMENT	23
A. Misconduct Subject to Discipline or Dismissal	23
B. Non-Disclosure of Personnel Information	24
C. Resignation	24
D. Retirement.....	24
E. Salary and Benefits In the Event of Termination.....	24
V. INTERNAL COMPLAINT REVIEW	24



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ACKNOWLEDGMENT OF HANDBOOK AND AT WILL EMPLOYMENT

I understand and agree that I will read and comply with the Handbook.

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

- This Handbook does not in any way reflect a contract of employment, either express or implied between the School and me. The School is an at-will employer.
- Just as I am free to terminate the employment relationship with the School at any time, the School, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason. Nothing in this Handbook creates, or is intended to create, a promise or representation of continued employment or guaranteed terms and conditions of employment for any employee. Further, there is no agreement, express or implied, written or verbal, between the employee and the School for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment.
- Other than the Board of Trustees, no other entity or person has the authority to modify this Handbook.

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

Employee's Signature: _____ Date: _____

PLEASE RETURN TO YOUR SUPERVISOR

INTRODUCTION

This Handbook summarizes the Forest Ranch Charter School's (hereinafter referred to as "School" or "Charter School") policies, as well as your benefits and responsibilities. We urge you to read this Handbook as soon as you receive it and to speak with the Director regarding any questions you may have. The intent of this Handbook is to inform you of the policies regarding employment at the School. Once you have reviewed the handbook, please sign the employee acknowledgment form at the beginning of this Handbook, and provide it to the Director.

This Handbook supercedes any previously issued handbooks and or policy or benefit statements of memoranda that are inconsistent with the policies as described herein. Should you have any questions regarding any inconsistencies that may occur, please consult the Director.

I. CONDITIONS OF EMPLOYMENT

A. At-Will Employment

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

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require School to have “cause” to terminate an employee or otherwise restrict the School’s right to terminate an employee at any time for any reason. Other than the Director or designee, no School representative is authorized to modify this policy for any employee.

B. Modifications

The Charter School reserves the right to amend, modify, add to, or delete any portion(s) of this Handbook to reflect changes in employment policy, except the at-will employment relationship cannot be changed unless in a writing that expressly states that it is modifying the at-will employment relationship and is signed by the Director and approved by the Board of Trustees.

C. Equal Employment Opportunity Policy

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

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

D. Prohibition of Harassment

1. Policy

The Charter School is committed to providing a workplace free of sexual harassment, as well as harassment based on such factors as race, religion, creed, color, ethnicity, national origin, ancestry, age, medical condition, marital status,

sex, sexual orientation, citizenship status, or disability. The School will not condone or tolerate sexual harassment of any type by any employee. This policy applies to all employee actions and relationships, regardless of position or gender. The School will promptly and thoroughly investigate any complaint of sexual harassment and take appropriate corrective action, if warranted.

The Charter School, as your employer, must take all reasonable steps to prevent discrimination and unlawful harassment from occurring. Sexual or other unlawful harassment in employment violates the School's policy and is prohibited under Title VII of the Civil Rights Act and the California Fair Employment and Housing Act.

2. Definition of Harassment

Harassment includes verbal, physical, or visual conduct that creates an intimidating, offensive or hostile working environment or that unreasonably interferes with job performance. Harassment may also include unwelcome, offensive racial or ethnic slurs, jokes, or similar conduct.

3. Definition of Sexual Harassment

Federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexually suggestive nature constitute sexual harassment when: (1) Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or (2) Submission to or rejection of such conduct is used as the basis for personnel decisions, including but not limited to appraisals, promotion, salary increases, and termination; or (3) Such behavior has the purpose or effect of interfering with an individual's performance on the job or creating an intimidating, hostile or offensive working environment.

California law defines sexual harassment as unwanted sexual advances or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior. The following is a non-exhaustive list:

- Sexual flirtation, touching, advances or propositions;
- Verbal abuse of a sexual nature;
- Graphic or suggestive comments about dress or body;
- Sexually degrading words;
- The display in the workplace of sexually suggestive or offensive objects or pictures.

4. Preventing Sexual and Other Unlawful Harassment

Each Forest Ranch Charter School employee has the responsibility to maintain a work place free from any form of sexual harassment. Consequently, should any employee become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address and remediate such conduct.

Any employee who has experienced or is aware of a situation, which is believed to be sexually harassing, has a responsibility to report the situation immediately to the Director. A Sexual Harassment Complaint Form may be obtained from the Office Manager. The Director will conduct an immediate investigation into the allegation(s) and determine whether the allegations have merit. A written report, including findings related to the allegations, will be completed. In all cases, when the allegation(s) is determined to be valid, appropriate remedial action will be taken immediately and such action may include disciplinary action up to and including termination.

If the alleged sexual harassment involves the employee's manager or human resource representative, or if the employee is not satisfied with the outcome of the investigation, the employee should bring the matter to the attention of Board of Trustees.

5. Investigations and No Retaliation Policy

All complaints of sexual harassment will be investigated promptly, objectively and as confidentially as possible. Employees are required to cooperate in any investigation. Retaliation against any employee for filing a complaint or participating in an investigation is strictly prohibited and shall be cause for termination.

II. EMPLOYMENT POLICIES AND PRACTICES

A. Certification and Licensure

The School's core academic teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold.

B. Clerical, Other Staff, Substitutes, and Consultants

The School's clerical and non-teaching staff, substitutes, and consultants will demonstrate the abilities necessary to effectively carry out their responsibilities as further specified in applicable job specifications.

C. Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by his or her supervisor. Performance evaluations will be conducted at least annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

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

D. Personnel Files and Record Keeping Protocols

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

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. No copies of documents in your file may be made with the exception of documents you have previously signed. You may add your comments to any disputed item in the file. The School will restrict disclosure of your personnel file to authorized individuals within the School. A request for information contained in the personnel file must be directed to your supervisor. Only the Director is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

E. Child Neglect and Abuse Reporting

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to a child protective agency. Child abuse is broadly defined as “a physical injury that is inflicted by other than accidental means on a child by another person.” School employees are required to report an instance of child abuse when the employee has a “reasonable suspicion” that child abuse has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause another person in the same situation to suspect child abuse.

Child abuse should be reported immediately by phone to a child protective agency. The phone call is to be followed by a written report within thirty-six (36) hours. There is no duty for the reporter to contact the child’s parents. In fact, if a child is released to a peace officer or a child protective agency agent, the reporter shall not notify the parent as required in other instances of removal.

F. Conflict of Interest

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

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

G. Attendance and Tardiness

If you find it necessary to be absent or late, you are expected to telephone the Office Manager as soon as possible but no later than one-half hour after the start of the workday. If you are a teacher, you are also responsible to arrange for a qualified substitute to be approved by the director. If you are absent from work longer than one day, you are expected to keep the Office Manager sufficiently informed of your situation.

H. Drug Free Workplace

The School shall comply with all Federal and State regulations regarding drug use while on the job. Our board policy covers all employees who are violators of any one of the following prohibitions:

1. Use, possession, offer for sale, or being under the influence of illegal drugs or alcohol during working hours, including lunch and break periods, or in the presence of pupils.

2. Use, possession, offer for sale, or being under the influence of illegal drugs or alcohol on School property at any time.

Engaging in any of the activities above shall be considered a violation of School policy.

3. Employee must notify the employer within 5 calendar days of a conviction of a criminal drug statute occurring in the workplace. Forest Ranch Charter School will subsequently notify appropriate grantors of the violation within 10 calendar days after receiving the notice.
4. Once a year the Director of the school will inform employees about a) the dangers of drug abuse in the workplace, b) Forest Ranch Charter School's policy, c) any available assistance program, and d) penalties imposed for violations.
5. The school will refer violators to free assistance programs in the area.
6. Violations will be treated on a case-by-case basis and may result in immediate termination, or the violator will be required to participate in an approved drug abuse treatment program.

I. Confidential Information

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

J. Use of E-Mail, Voicemail and Internet Access

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

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

passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

K. Hours of Work, Overtime and Paydays

For non-exempt employees, work hours vary depending on the assignment, Monday through Friday, with 1/2 hour unpaid for lunch. Non-exempt employees receive two ten-minute paid break periods for each full workday, one in mid morning and one in mid afternoon. The school reserves the right to modify an employees starting and quitting times and the number of hours worked.

All non-exempt employees who work more than eight hours in one workday or more than forty hours in one workweek will receive overtime pay computed as follows: 1) overtime at the rate of one and one-half times the employee's regular rate of pay for all hours worked in excess of forty (40) in any one workweek, 2) overtime at the rate of one and one-half times the employee's regular rate of pay for the first four (4) hours worked in excess of eight (8) hours in any one workday, and for the first eight (8) hours on the seventh day of work in any one workweek, 3) overtime at the rate of double the employee's regular rate of pay for all hours worked in excess of twelve (12) in one workday, and for all hours worked in excess of eight (8) on the seventh day of work in one workweek.

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

Unless otherwise provided, for purposes in calculating overtime, each workweek begins on Sunday and each workday begins at midnight.

No non-exempt employee may work overtime without the express prior approval of his or her supervisor.

Hourly employees are required to accurately record their time on a daily basis. Salaried employees who perform stipend work must fill out a timesheet to guarantee payment for this extra work. Timesheets must be turned in to and approved by the Director by the 20th day of each month. Payroll checks will be issued prior to the last day of the month. If you observe any error in your check, please report it immediately to your supervisor.

L. Smoking

All School buildings and facilities are non-smoking facilities.

M. Personal Business

The School's facilities for handling mail and telephone calls are designed to accommodate School business. Please have your personal mail directed to your home address and limit personal telephone calls to an absolute minimum. Long distance toll calls may not be made from the School's telephone system. If you need to make a personal call it should be made on a personal calling card or cell phone. Do not use School material, time or equipment for personal projects.

N. Health and Safety Policy

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

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

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

O. TB Testing

No person shall be employed by the School unless the employee has submitted proof of an examination within the last four (4) years that the employee is free of active 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 the School from the examining physician showing the employee was examined and found free from active tuberculosis.

The examination is a condition of employment and the cost shall be born by the employee except at initial hire. The school will pay for an initial skin test at the time of hiring through the Butte County Health Department. If an employee wishes to be tested elsewhere or requires X-ray testing this expense shall be born by the employee.

P. Criminal Background Checks

It is the policy of the School to require fingerprinting and background checks for its employees consistent with legal requirements.

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 fingerprinting, unless the School determines that the employees of the entity will have 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.

On a case-by-case basis, as to volunteers, the Director shall determine whether the volunteer will have more than limited contact with pupils or otherwise consider other factors requiring a criminal background check for such volunteers.

Q. Security Protocols

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

R. Payroll Withholdings

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

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

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

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

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

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

S. Expense Reimbursements

The School will reimburse employees for any reasonably necessary School materials or for travel expenses incurred while on assignments away from the normal work location. All material purchases must have the Director's approval and all travel must have advance approval by the Director for reimbursement purposes. Any such expenses must also be within the parameters of the School's policy regarding such expenditures. Expenses shall be reimbursed by the end of each month when a reimbursement request is turned in to and approved by the Director by the 20th of the month.

T. Academic Freedom

Teachers must be free to think and to express ideas, free to select and employ materials and methods of instruction within the School's curriculum framework, free from undue pressures of authority, and free to act within his/her professional group. Such freedom should be used judiciously and prudently to the end that it is in concert with established community standards and promotes the free exercise of intelligence and student learning.

Academic freedom is not an absolute. It must be exercised within the basic ethical responsibilities of the teaching profession. Those responsibilities include:

- An understanding of our democratic traditions and methods.
- A concern for the welfare, growth, maturity and development of children.
- The use of accepted scholastic methods.
- Application of good taste and judgment in selecting and employing materials and methods of instruction.

III. EMPLOYEE BENEFITS AND LEAVES

A. Medical Coverage

The school does not provide medical coverage at this time.

B. Holidays

The following holidays will generally be included in our school calendar:

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

C. Vacation

The school does not provide vacation time accrual.

D. Personal Leave

Personal leave days may be used for sickness or other personal days off required by the employee. Full-Time certificated employees and the Director receive paid personal leave as set forth in their job descriptions. Personal leave does not accrue from year to year.

If you are absent longer than 3 days due to illness, satisfactory medical evidence of your illness and/or medical certification of your fitness to return to work, shall be required before the School honors any sick pay requests. Once an employee has exhausted personal leave, the employee may continue on an unpaid medical leave, if eligible under applicable medical leave law, depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave.

E. Unpaid Leave of Absence

The School recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the Forest Ranch Charter School Board may grant employees unpaid leaves of absence.

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

F. Unpaid Family Care and Medical Leave

The Charter School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to 12 workweeks of unpaid FMLA leave in any 12-month period for the birth/adoption of a child, the employee’s own serious illness, to care for certain family members who have a serious illness, or for a qualifying exigency arising out of a covered military member’s active duty status and up to 26 workweeks of unpaid FMLA leave to care for an immediate family member recovering from an injury or illness incurred on active duty. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

1. Employee Eligibility Criteria

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

2. Events That May Entitle An Employee To FMLA Leave

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

- a. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care.
- b. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).
- c. To care for a spouse, child, or parent with a serious health condition. A “serious health condition” is defined as an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.
- d. A “qualifying exigency” arising out of a covered military member’s active duty status, or notification of an impending call or order to active duty

status, in support of a contingency operation. Covered military members include the employee's spouse, son, daughter, or parent. "Qualifying exigency" has been defined to include, but is not limited to, short notice deployment, attendance at official military events, family support or informational briefings, the need to provide or arrange childcare, the need to make or update financial or legal arrangements, counseling, rest and recuperation, and post-deployment activities.

The 26-week FMLA allowance includes any time taken for the following reason:

- a. To care for a spouse, son, daughter, parent, or next of kin who is a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty.

3. Amount of FMLA Leave That May Be Taken

- a. FMLA leave can be taken in one or more periods, but may not exceed the statutory limit for any purpose in any 12-month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve of the employee's normally scheduled workweeks. For a full-time employee who works five eight-hour days per week, "twelve workweeks" means 60 working and/or paid eight-hour days.
- b. The "12 month period" in which FMLA leave may be taken is the 12-month period immediately preceding the commencement of any FMLA leave.

4. Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The school currently does not provide health insurance. At such time as these benefits are available, the health insurance of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions, as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of any premiums during the leave period.

5. Medical Certifications

- a. An employee requesting FMLA leave because of his or her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within 15

days of the leave request) may result in denial of the leave request until such certification is provided.

- b. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
- c. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

6. Procedures for Requesting and Scheduling FMLA Leave

- a. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Director. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.
- b. Employees should provide not less than 30 days notice or such shorter notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
- c. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
- d. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two weeks' duration on any two occasions.
- e. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better

accommodates recurring periods of leave than the employee's regular position.

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

7. Return to Work

- a. Upon timely return at the expiration of the FMLA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
 - b. When a request for FMLA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave, subject to limitations under the law.
 - c. Before an employee will be permitted to return from FMLA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.
 - d. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
8. At your option, you can use personal leave time as part of your disability leave before taking the remainder of your leave as an unpaid leave. We may require that you use up any available personal leave during your leave. You may also be eligible for state disability insurance for the unpaid portion of your leave.

G. Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

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

- Events That May Entitle An Employee to Pregnancy Disability Leave

The four-month pregnancy disability leave allowance includes any time taken for any of the following reasons:

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

- Duration Of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

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

- Pay During Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all personal leave at the beginning of any otherwise unpaid leave period.
2. The receipt of personal leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.

- Health Benefits

The provisions of School's various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. The School does not offer health insurance at this time. At such time it is available, when a request for pregnancy disability leave is granted,

the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required re-certifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to her supervisor. An employee asking for a Request for Leave form will be referred to School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days or as short of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative

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

6. In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return To Work
 1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at the time reinstatement is requested). If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available, but filling that position with the returning employee would substantially undermine School's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
 2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from a pregnancy disability leave of three days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
 4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the school.
 - Employment During Leave

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

H. Workers' Compensation

All School personnel are covered by worker's compensation insurance. Employees are required to report any accidents and/or injuries occurring on the job to the Office Manager immediately so that the required reports, located in the School's IIPP binder, can be completed.

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

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

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

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

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

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.

- All accidents and injuries must be reported to the employee's supervisor and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Worker's Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

I. Jury and Witness Duty

The School will provide employees time off to serve as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The school will also provide employees with time off to: 1) appear in court or other judicial proceeding as a witness to comply with a valid subpoena or other court order, or 2) obtain any relief including a temporary restraining order, to help ensure the health, safety, or welfare of a domestic violence victim or his or her child.

J. Voting Time Off

Employees whose work schedule would prevent them from voting before or after work on Election Day may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or the end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.

K. Bereavement Leave

Employees who have worked with the School for more than 3 months will be allowed up to 3 consecutive working days off to arrange and attend the funeral of an immediate family member. For purposes of this policy, an employee's immediate family member is defined to include a current spouse, father, mother, sister, brother, children, current parent-in-law, grandparents, and grandchildren.

IV. TERMINATION OF EMPLOYMENT

Should it become necessary for you to terminate your employment with the School, please notify your supervisor regarding your intention as far in advance as possible. At least two weeks notice is expected whenever possible.

The School does not currently offer health insurance. At such time as health insurance is offered, and you are participating in the medical and/or dental plan, you will be sent information on your rights under COBRA.

A. Misconduct Subject to Discipline or Dismissal

The following violations are considered misconduct and may result in disciplinary action up to and including termination of employment. Since it is impossible to enumerate every act or omission that would justify the imposition of disciplinary action, the list is not intended to be all-inclusive. Further, the specification of this list of conduct in no way alters the at-will employment relationship.

1. Unexcused absence and/or lack of punctuality.
2. Release of confidential information without authorization.
3. Possession of or reporting to work while under the influence of alcohol, narcotics, and/or other controlled substances.
4. Theft.
5. Willful destruction of property.
6. Conviction of a felony or conviction of a misdemeanor which makes the employee unfit for the position.
7. Falsification, fraud, or omission of pertinent information when applying for a position.
8. Any willful act that endangers the safety, health or well-being of another individual.
9. Any act of sufficient magnitude to cause disruption of work or gross discredit to the school.
10. Misuse of school property or funds.
11. Possession of firearms, or any other weapon, while acting within the course of your employment with the school.
12. Acts of discrimination or illegal harassment based on gender, ethnicity, or any other basis protected by state or federal law.
13. Failure to comply with the school's safety procedures.
14. Insubordination.
15. Failure to follow any known policy or procedure of the School, or gross negligence that results in a loss to the School.
16. Violations of federal, state, or local laws affecting the organization or your employment with the organization.
17. Unacceptable job performance.
18. Dishonesty.
19. Failure to keep a required license, certification or permit current and in good standing.

B. Non-Disclosure of Personnel Information

Reasons for involuntary terminations are privileged information and are treated confidentially. Anyone disclosing such information inappropriately is subject to disciplinary action, up to and including termination of employment. Inquiries regarding an employee who has been terminated should be referred to the Director.

C. Resignation

Employees are free to resign without repercussion or retaliation. The School prefers at least two weeks advance notice from a resigning employee. However, the School may ask an employee to leave immediately. Any unpaid compensation, excluding personal leave benefits, shall be paid to the employee as soon as possible as required under the law.

D. Retirement

Retirement at age 65 is not compulsory.

E. Salary and Benefits In the Event of Termination

In the event of termination of employment prior to the end of an employment contract, the employee shall be entitled only to the prorated salary and benefits earned through the last date of actual service.

V. INTERNAL COMPLAINT REVIEW

Complaints regarding allegations of harassment or discrimination should be made pursuant to the specific policies addressing those issues. The purpose of this “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to their immediate supervisors or to other School supervisors of their choice to informally express their work-related concerns.

Filing of Complaint

If complaints cannot be resolved informally, employees may file a written complaint with the Office Manager as soon as possible after the events that give rise to the employee’s work-related concerns. The written complaint should set forth in detail the basis for the employee’s complaint.

Investigation

An objective and timely investigation of all complaints, which cannot be resolved informally, will be undertaken. This includes meeting separately with the employee and with others who either are named in the complaint or who may have knowledge of the facts set forth in the complaint.

The School will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination of information to others may be necessary or appropriate.

Upon completion of the investigation, the Office Manager shall report the finding(s) to the employee in writing.

Non-Retaliation

If an employee has filed a complaint in good faith, the employee will not be disciplined or otherwise penalized for logging the complaint. If an employee believes that he or she is being retaliated against for logging a complaint, the employee should immediately notify the Office Manager.

1. Adoption

- a. This board policy was reviewed and adopted by the Forest Ranch Charter School governing board on March 3, 2009.
- b. The next annual review will occur on or before March 3, 2010.