



CHARTER SCHOOL OF CALIFORNIA

EMPLOYEE HANDBOOK

2021-22

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SECTION 1 – WELCOME

Welcome to YouthBuild Charter School of California!

We are happy to have you join us at YouthBuild Charter School of California. We believe our school is truly unique. We serve a diverse group of talented and hardworking students. We regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance for each one of our employees. All employees should treat all individuals, including students, teachers, administrators, volunteers, and family members, with respect, and approach all situations as opportunities to learn.

This handbook has been written to provide you with an overview of YouthBuild Charter School of California, its personnel policies and procedures, and your benefits as a YouthBuild Charter School of California employee.

This handbook is intended to explain in general terms those policies that most often apply to your day-to-day work activities. This handbook cannot anticipate every situation or answer every question about employment, and it is not an employment contract. Employees are expected to read this handbook thoroughly upon receipt, to know and abide by the policies outlined herein, and as revised over time, throughout their employment. No YouthBuild Charter School of California guideline, practice, manual or rule may alter the “at-will” status of your relationship with YouthBuild Charter School of California.

In order to retain necessary flexibility in the administration of its policies, procedures and benefits, YouthBuild Charter School of California reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever YouthBuild Charter School of California determines that such action is warranted. For these reasons, we urge you to check with the Human Resources Department to obtain current information regarding the status of any particular policy, procedure or practice. This handbook supersedes and replaces all previous personnel policies, practices and procedures.

I welcome you and wish you great success and fulfillment at YouthBuild Charter School of California.

Sincerely,



Philip Matero
Executive Director

GENERAL

This handbook has been written to serve as a guide for the employer/employee relationship. This handbook applies to faculty and staff at YouthBuild Charter School of California. The standards of conduct apply to all individuals who work on the school premises including independent contractors, vendors, and visitors. Unless otherwise indicated, a benefit, policy, program, or procedure applies, or is available, to ALL eligible employees.

This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or the Human Resources Department. You are responsible for reading, understanding, and complying with the provisions of this Handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

Neither this handbook nor any other YouthBuild Charter School of California document confers any contractual right, either express or implied, to remain in YouthBuild Charter School of California's employ, nor does it guarantee any fixed term or condition of your employment. Except as otherwise provided in an executed employment agreement, your employment is not for any specified period of time and may be terminated at will, with or without cause and without prior notice, by YouthBuild Charter School of California or you may resign for any reason at any time.

No supervisor or other representative of YouthBuild Charter School of California except the Executive Director has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Second, the procedures, practices, policies and benefits described herein may be modified or discontinued from time to time with or without advance notice. We will try to inform you of any changes as they occur.

Finally, this handbook contains proprietary information that should not be disclosed outside YouthBuild Charter School of California, other than to individuals affiliated with YouthBuild Charter School of California whose knowledge of the information is required in the normal course of business.

SECTION 2 – OUR MISSION/VISION/PHILOSOPHY

MISSION STATEMENT

Our mission is to cultivate collaborative learning communities in which every student has the right to an authentic education, plays a meaningful role in creating positive social change, and becomes an active participant in working towards just conditions for all.

VISION STATEMENT

Our vision is that all young people, regardless of their circumstances, have access to an education that will prepare them to counter social inequities and realize their full potential. Our school empowers young people to transform themselves and become leaders in their communities. Our school is a haven of trust and respect, where students can prepare for success in careers, post-secondary education and life.

ACADEMIC PHILOSOPHY

YCSC was founded by Phil Matero based on his strong belief that all young people, regardless of their circumstances, should have access to a quality education that would prepare them to counter social inequalities and realize their full potential. The School, which is accredited by the Western Association of Schools and Colleges (WASC) and authorized by the Inyo County Superintendent of Schools, was launched by and continues to be supported by the national organization YouthBuild USA in response to California YouthBuild programs' need for a robust high school diploma based education option for their students (as opposed to the traditional GED route taken by many YouthBuild programs.)

YCSC first opened its doors in September of 2008 to 265 students at three YouthBuild program sites in Los Angeles County. At the end of the school year, 57 students graduated. By 2010, YouthBuild Charter School of California Central had formed to incorporate sites outside of Los Angeles, to a total of eleven school sites across Los Angeles, Fresno, Riverside and San Bernardino Counties and graduating 380 students at the end of the school year. Now in its tenth year, YCSC has twenty school sites with over 1,000 students enrolled and over 600 expected to graduate at the end of the school year. YouthBuild Charter School continues to grow as a response to the drop-out, push-out epidemic in large urban areas and where traditional public schools are failing the youth of the community.

In order to meet the unique needs of its students, YouthBuild Charter School of California uses a project-based, inter-disciplinary curriculum model that relies on authentic assessments and applied learning. Students are empowered to take what they learn in the classroom into their communities to promote social justice through volunteerism and advocacy. At the end of each trimester, YCSC students work together with teachers to create a culminating community action project. These projects have included adding fresh food options to a liquor store in East Los Angeles, and a Town Hall event in Boyle Heights calling for an end to sheriff violence in L.A. County jails.

Unlike traditional schools that employ standardized curriculum and classroom practices that often disempower and alienate marginalized students, YCSC's project-based approach allows young adults to take ownership of their education. In addition to providing a rigorous education, YCSC partners with local community-based organizations to provide students with counseling services, college preparation, leadership development, vocational training, and the unique opportunity to revitalize their communities while earning school credit by building low-income housing.

SECTION 3 – EMPLOYMENT

EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

EQUAL EMPLOYMENT OPPORTUNITY

YouthBuild Charter School of California is an equal opportunity employer. In accordance with applicable law, the School prohibits discrimination against any employee or applicant for employment on the basis of an individual's protected status, including race/ethnicity, color, religion, including religious dress and grooming practices, creed, gender, national origin, ancestry, age, sexual orientation, marital status, parental status, pregnancy or perceived pregnancy, childbirth or related conditions, including breastfeeding, sex, gender, gender identity/expression, military service, veteran status, genetic information, or any other characteristic or condition protected by applicable law. Also in accordance with applicable law, the School prohibits discrimination against any qualified disabled employee or applicant, against a disabled veteran, or against a veteran of the Vietnam era. The School will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training. Additionally, in accordance with applicable law, YouthBuild Charter School of California prohibits all forms of unlawful harassment of a sexual or other discriminatory nature. Any conduct contrary to this policy is prohibited. This policy applies to all applicants and employees of the School.

AT WILL EMPLOYMENT

We believe that an employment relationship is successful as long as both parties are mutually satisfied. Accordingly, both you and YouthBuild Charter School of California will have the right to terminate your employment and all related compensation and benefits at any time, with or

without cause and with or without notice. In addition, YouthBuild Charter School of California may eliminate or change any term or condition of your employment (including but not limited to your job assignment, duties, or salary) at will, at any time, for any reason not prohibited by law, with or without cause and with or without previous notice.

This is called “employment at will,” and no one other than the Executive Director of YouthBuild Charter School of California has the authority to alter your employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Executive Director. Statements of specific grounds for termination set forth in this Handbook, or elsewhere, are not all-inclusive and are not intended to restrict YouthBuild Charter School of California’s right to terminate at-will.

OPEN COMMUNICATION POLICY

We want to hear from you. YouthBuild Charter School of California strongly encourages employee participation in decisions affecting their employment and their daily professional responsibilities. Our greatest strength lies in our employees and our ability to work together. We encourage open communication about all aspects of our school and organization. Employees are encouraged to openly discuss with their supervisors any problems or suggestions they believe would make our organization better and stronger. YouthBuild Charter School of California is interested in all our employee’s success and fulfillment. We welcome all constructive suggestions and ideas.

Employees who have work-related concerns or complaints are encouraged to discuss them with their supervisor or the Human Resources Department. Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. YouthBuild Charter School of California will attempt to keep the employee’s concerns and complaints and any resulting investigation confidential to the extent feasible. However, in the course of an investigation and/or in resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law.

DISABILITY ACCOMMODATION

YouthBuild Charter School of California is committed to complying with all applicable provisions of federal, state and local laws prohibiting discrimination on the basis of disability. It is YouthBuild Charter School of California’s policy not to discriminate against any qualified

employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, YouthBuild Charter School of California will provide reasonable accommodation to a qualified individual with a disability who has made YouthBuild Charter School of California aware of his or her disability, provided that such accommodation does not constitute an undue hardship on YouthBuild Charter School of California. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their supervisor or the Human Resources Department. YouthBuild Charter School of California encourages individuals with disabilities to come forward and request reasonable accommodation.

HARASSMENT

It is the policy of YouthBuild Charter School of California to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity, age, disability, marital status, citizenship, pregnancy or pregnancy-related condition, military status or any other characteristic protected by law. YouthBuild Charter School of California prohibits any such discrimination or harassment. In addition, we prohibit abusive conduct/workplace bullying in the work environment. It is our mission to provide a professional work and learning environment free of harassment, discrimination and/or workplace bullying that maintains equality, dignity, and respect for all. It shall be a violation of this policy for any student, teacher, administrator, or other employee, including unpaid interns and volunteers of YouthBuild Charter School of California to harass, discriminate against or engage in abusive conduct towards other students, teachers, administrators, (including unpaid interns and volunteers) or other employees or anyone associated with YouthBuild Charter School of California through conduct or communication. This policy applies to all applicants and employees (or other listed individuals), whether related to conduct engaged in by fellow employees or someone not directly connected to YouthBuild Charter School of California (e.g. an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or school-related social events.

The term employee includes teachers, classified staff, administrators, unpaid interns and volunteers.

What is Harassment?

Harassment can take many forms. As used in this Employee Handbook, the terms “discrimination” and “harassment” includes all unwelcome conduct that comprises:

- Offensive remarks, comments, jokes or slurs pertaining to an individual’s race, religion, sex, sexual orientation, gender or gender identity or expression, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status as defined by law or regulation whether verbally or by electronic means including email, and/or text messages
- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved and whether verbally or by electronic means
- Offensive physical conduct, including touching, regardless of the gender of the individuals involved, including threats of harm, violence or assault
- Offensive pictures, drawings or photographs or other communications, including email, text messages, or other forms of electronic communication
- Holding company functions in inappropriate venues, such as a strip-club, sex or gender based practical jokes, sexual favoritism
- Threatening reprisals due to an employee’s refusal to respond to requests for sexual favors or for reporting a violation of this policy
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:
 - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
 - Submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting such individual;
 - Such conduct has the purpose or effect of substantially interfering with the individual’s work performance or creating an intimidating, hostile or offensive working environment.

What is abusive conduct/workplace bullying?

- Conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer’s legitimate business interests.
 - Use of derogatory remarks, insults and/or epithets
 - Verbal or physical conduct that sabotages or undermines a person’s work performance that is threatening, humiliating or intimidating.
- Malice is defined as conduct which is “intended by the perpetrator to cause injury to the victim or despicable conduct which is carried on by the perpetrator with a willful and conscious disregard of the rights or safety of others.” (Calif Civil Code §3294(c)(1))

Responsibility

All YouthBuild Charter School of California employees have a responsibility for keeping our work environment free of harassment, discrimination and abusive conduct.

Reporting

YouthBuild Charter School of California encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender’s identity or position. Individuals who believe that they have been the victims of such conduct should discuss their concerns with their immediate supervisor, or the Human Resources Department. In addition, YouthBuild Charter School of California encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. YouthBuild Charter School of California recognizes, however, that an individual may prefer to pursue the matter through formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although it is understood that an investigation will normally require the involvement of third parties. YouthBuild Charter School of California is serious about enforcing its policy against harassment; however, YouthBuild Charter School of California cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to YouthBuild Charter School of California’s attention so it can take whatever steps are necessary to correct the problems.

Investigation/Complaint Procedure

All complaints of harassment, discrimination or abusive conduct will be promptly investigated. If the investigation substantiates the accusations, the appropriate corrective action will be

taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense. Appropriate action will also be taken in the event the accusations are intentionally false or malicious in intent.

Individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their immediate supervisor or the Principal or the Human Resources Department or they can obtain the Uniform Complaint Procedure form on YCSC's website in the About Us section. YouthBuild Charter School of California encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination, abusive conduct or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation methods and appropriate corrective actions. The School has a compelling interest in protecting the integrity of its investigations. In every investigation, the School has a strong desire to protect witnesses from harassment, intimidation and retaliation, to keep evidence from being destroyed, to ensure that testimony is not fabricated, and to prevent a cover-up. If the School reasonably imposes a confidentiality requirement and you do not maintain such confidentiality, you may be subject to disciplinary action up to and including immediate termination.

Misconduct constituting harassment, discrimination, abusive conduct, or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as YouthBuild Charter School of California believes appropriate under the circumstances. False and malicious complaints of harassment, discrimination, abusive conduct, or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Retaliation

Retaliation against an individual for reporting harassment, discrimination, abusive conduct or for participating in an investigation of a claim of such is a serious violation of this policy and, like

harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Conclusion

This policy was developed to ensure that all employees could work in an environment free from harassment, discrimination, abusive conduct and retaliation. YouthBuild Charter School of California will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has questions or concerns about these policies should talk with the Executive Director, Principal, and/or Human Resources. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of YouthBuild Charter School of California prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination, abusive conduct, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

PUBLIC RELATIONS

The success of a charter school depends upon the quality of the relationship among the school, its employees, students, parents and the general public. The public impression of YouthBuild Charter School of California and its interest in our school will be formed in part, by YouthBuild Charter School of California employees. Our employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, YouthBuild Charter School of California and our school's services.

Below are several things employees can do to help leave people with a good impression of YouthBuild Charter School of California.

These are the building blocks for our continued success:

- Act competently and deal with others in a courteous and respectful manner
- Communicate pleasantly and respectfully with other employees at all times

- Follow up on requests and questions promptly, provide business-like replies to inquiries and requests, and perform all duties in an orderly manner
- Respond to email and voicemails promptly
- Take great pride in your work and enjoy doing your very best

WHISTLEBLOWER POLICY

YouthBuild Charter School of California is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: **(1)** reporting suspected violations of law, including but not limited to federal laws and regulations; **(2)** providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and **(3)** identifying potential violations of YouthBuild Charter School of California policy, specifically the policies contained in YouthBuild Charter School of California 's Employee Handbook.

YouthBuild Charter School of California *expressly* prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of YouthBuild Charter School of California. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: Assistant Principal or Human Resources. Any supervisor, manager, or Human Resources staff that receives complaints of retaliation must immediately inform the Principal or Executive Director/CEO.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality, consistent with a full and fair investigation. The CEO and a member of YouthBuild Charter School of California management will conduct the investigation or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings directly.

SECTION 4 – THE EMPLOYMENT PROCESS

EMPLOYEE CLASSIFICATIONS

Each YouthBuild Charter School of California employee is either a “full-time,” “3/4 time”, or “part-time hourly” employee and all employees are “exempt”. Some of the policies and benefits described in this handbook depend on whether the employee is full-time or part-time. Full-time employees are those employees regularly scheduled to work 40 hours each week. $\frac{3}{4}$ time employees are those employees regularly scheduled to work. Part-time employees are those regularly scheduled to work less than 30 hours each week. Temporary employees are those employed for short-term assignments or in connection with a specific project or event. Temporary and part-time employees are not eligible for employee benefits, except those mandated by applicable law.

Every member of the team is designated as a Certificated employee or Classified employee. Some of the policies and benefits described in this handbook depend on how the employee is designated.

Exempt employees: This category includes all regular employees who are determined by the School to be exempt from certain wage and hour provisions of state and federal laws. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work or time off in lieu of additional compensation.

Certificated Employee: Are those employees hired by YouthBuild Charter School of California for the primary purpose of instructing students. These employees hold a teaching credential.

Classified Employee: Includes those employees hired by YouthBuild Charter School of California that do not primarily instruct students, such as administrative, maintenance, assistants and other operational employees. Vocational teachers are considered to be classified employees because they do not hold a teaching credential.

EMPLOYEE STATUS AND CLASSIFICATIONS

An “employee” of YouthBuild Charter School of California is a person who regularly works for YouthBuild Charter School of California on a wage or salary basis. “Employees” may include exempt, regular full-time, regular hourly part-time and temporary persons.

Exempt

Employees whose positions meet specific criteria established by state and federal law and who are exempt from overtime pay requirements.

Regular Full-Time

Employees who are regularly scheduled to work 40 per week are generally eligible for the YouthBuild Charter School of California's benefit package, subject to the terms and conditions, and limitations of each benefit program.

Regular $\frac{3}{4}$ Time

Employees who are regularly scheduled to work 30-35 hours per week are generally eligible for the YouthBuild Charter School of California's benefit package, subject to the terms and conditions, and limitations of each benefit program.

Regular Hourly Part-Time

Employees who are regularly scheduled to work less than 30 hours per week and not eligible for YouthBuild Charter School of California's benefit package.

Temporary (Full-Time or Part-Time)

Those whose performance is being evaluated to determine whether further employment in a specific position or with YouthBuild Charter School of California is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified of a change. They are not eligible for any of YouthBuild Charter School of California's benefit programs.

Independent contractors, consultants and temporary workers are not employees of the School and are not eligible for benefits provided by the School. If you have any questions about your classification, please consult with the Executive Director.

WORK SCHEDULES

Please refer to the current school calendar to see your annual work schedule. Instructional employees are expected to work all days that students are present and any days indicated as

professional development days on the calendar. Non-instructional employees are expected to follow the same calendar, with some additional days of work during school breaks.

Instructional Employees:

The normal working hours for instructional employees depend on the schedule of their designated school sites. Working hours typically fall between 7:30: am to 4:30pm. Instructional Employees may be required to work other than the normal hours and to take their lunch breaks on a rotating basis so that classes and student activities are always covered. There will occasionally be activities that will require teacher participation outside of regular business hours such as instructional prep, workshops or special meetings.

The Executive Director/CEO must approve any exceptions to the regular work schedule for instructional employees.

Non-Instructional Employees:

The Executive Director/CEO will determine the normal working hours for non-instructional employees. Non-instructional employees work year round.

Employees will be expected to work the number of hours necessary to complete their assigned responsibilities.

WORKWEEK AND WORKDAY

YouthBuild Charter School of California's workweek is from Monday-Friday.

SCHOOL HOLIDAYS

*Please refer to the attached School Calendar

Unless otherwise provided in this policy, all YouthBuild Charter School of California employees will receive time off with pay at their normal base rate for each observed holiday. Employees on an unpaid leave of absence are not eligible for holiday benefits that occur

while on leave. Temporary and part time employees are not eligible to receive holiday pay, unless otherwise provided for by specific agreement in writing.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Assistant Principal. The employee may use Personal/Sick time if they are certificated employee, and Classified Employees may use Personal/Sick or Vacation time. All steps will be taken to reasonably accommodate a religious holiday (or practice) absent an undue hardship.

EMPLOYEE EXPENSE REIMBURSEMENT

YouthBuild Charter School of California will reimburse employees for certain reasonably necessary business expenses incurred in the furtherance of YouthBuild Charter School of California business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the school's policy regarding expenditures. In general, the Executive Director/CEO must have previously approved all expenses. All receipts pertaining to the reimbursement must be original and detailed, and should be submitted to requests@youthbuildcharter.org for payment process. All expense reimbursement requests should be made within the month following the expenditure but in no event more than thirty (30) days after the expenditure is made.

ATTENDANCE AND PUNCTUALITY

Employees are expected to observe regular attendance and be punctual. Regular attendance and punctuality is considered an essential function of all positions. If you are unable to report for work on any particular day, you must call the Assistant Principal at one and a half hours before the time you are scheduled to begin working for that day. If you call in less than one and a half hours before your scheduled time to begin work, you will be considered tardy for that day. Absent extenuating circumstances or a medical provider's order excusing you from work for a period of time, you must call in on any day you are scheduled to work and will not report to work. The School understands that in some cases, advance notice is not possible. In these cases, notify your Supervisor or Assistant Principal personally at the earliest possible moment. If requested, you must provide verification of the reason for your absence.

More than three instances of tardiness by a nonexempt employee or instructional employee during any twelve-month period are considered excessive. Any unexcused absence is considered excessive.

YouthBuild Charter School of California reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment. Attendance at school-sponsored functions is not compensated unless the supervisor has required you to attend and work at the function and has written approval from the Executive Director/CEO to provide the additional compensation. Employees violating these rules may be subject to disciplinary action up to and including termination.

YouthBuild Charter School of California will provide reasonable accommodation to a qualified individual with a disability who has made YouthBuild Charter School of California aware of his or her disability, provided that such accommodation does not constitute an undue hardship on YouthBuild Charter School of California. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Principal or Executive Director/CEO. YouthBuild Charter School of California encourages individuals with disabilities to come forward and request reasonable accommodation.

If you fail to report for work without any notification to your Assistant Principal or Supervisor and the absence continues for a period of three business days, the School will determine that you have abandoned your job and voluntarily terminated your employment.

Exempt employees must report full days of absence from work. Deductions from an exempt employee's salary will be made only in accordance with applicable law. Employees should immediately contact Human Resources with any questions concerning their pay so that inadvertent errors can be corrected.

PAYDAYS

Paydays at YouthBuild Charter School of California are the last business day of each month. Paychecks will be mailed to those who do not have direct deposit. If a normally scheduled pay day falls on a weekend or holiday, paychecks will be distributed the preceding business day.

If you have automatic deposit for your paycheck, your funds will be deposited to the financial institution you requested by the end of business on the scheduled payday. While an automatic deposit may actually credit to your account before your actual "payday," the school is not responsible for automatic payments or withdraws dated prior to your actual payday and you should not depend on early deposits of your pay.

If a wage order is received by YouthBuild Charter School of California for one of our employees, we are obligated by law to comply with the demand. The effected employee will receive notice from his or her supervisor or the Administrator as soon as possible.

PAYROLL WITHHOLDINGS

YouthBuild Charter School of California is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (STRS for eligible credentialed faculty or PERS) and State Disability Insurance from each employee's paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, YouthBuild Charter School of California must comply with that order within the time allowed by law, and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

YouthBuild Charter School of California prohibits improper deductions from the pay of any employee. If an employee believes an error has been made in his or her pay or deductions YouthBuild Charter School of California will work in good faith to resolve errors as soon as possible. The employee should notify the Human Resources Department of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then he or she should ask the Human Resources Department to explain it. The employee may change the number of withholding allowances he or she wishes to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W-4 form and submitting it to Human Resources.

SECTION 5 - CONDITIONS OF EMPLOYMENT

IMMIGRATION LAW COMPLIANCE

YouthBuild Charter School of California employs only those authorized to work in the United States in compliance with the Immigration and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present original documentation establishing identity and employment eligibility as outlined on the I-9 instruction forms. Former employees who are rehired must also complete the form if they have not completed an I-9 with YouthBuild Charter School of California within the past three years or if their previous I-9 is no longer retained or valid.

CREDENTIAL REQUIREMENTS

Each of the School's core academic teachers may be required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold and may be required to meet certain federal requirements related to subject-matter expertise in order to meet federal requirements for "highly qualified teachers." Paraprofessional staff may also be required to document that they meet federal requirements for paraprofessional staff. It is the responsibility of all instructional staff, including teachers and paraprofessionals to provide and maintain such certificates, permits or other documentation to the Principal or Executive Director, no later than the close of business on the first day the employee reports for duty. If an instructional staff employee believes that he or she is assigned to teach in a subject in which he or she does not have subject matter competence, the employee should immediately report the same to Principal or Executive Director. Staff who are required to meet these state and federal certification, expertise, and related requirements must maintain such qualifications as a condition of employment at the School.

You are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both your principal and the School with verification of renewals. Failure to provide these updated documents to the school may result in suspension without pay until such time as the necessary documentation has been provided.

If you allow a credential, certificate, registration, or required course deadline to expire, or if you fail re-certification, training, or testing, YouthBuild Charter School of California is required to remove you from the work schedule until you meet the requirements or renew your credential.

TUBERCULOSIS TEST

Before the first day of employment, all new employees must have had a tuberculosis test as described in Education Code 49406 or a TB Risk Assessment (pursuant to AB1667) within the past 60 days. Employees transferring from other public or private schools within the State of California must either provide proof of an examination or a completed Risk Assessment within the previous 60 days or a certification showing that he or she was examined within the past four (4) years and was found to be free of communicable tuberculosis. The current physician's statement or Risk Assessment must be on file in the office before the first day of employment. Failure to provide documentation on time may result in delay of your ability to begin work or termination.

Results of these tests are strictly confidential. TB Clearance is good for four years and it is the employee's responsibility to remain in compliance and ensure the school has a valid certificate on file.

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

CRIMINAL BACKGROUND CHECK

YouthBuild Charter School of California recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, and do not present a risk of harm to students, coworkers or others. YouthBuild Charter School of California will perform applicant background checks and employee investigations as required by Education Code section 47605 [b] [f], which requires that "each employee of the school furnish the school with a criminal record summary".

All employees must have Live Scan fingerprint results on file with YouthBuild Charter School of California. Proof of Live Scan fingerprinting is a requirement of employment and the results must be provided to YouthBuild Charter School of California **prior to** the first day of work. Live

Scan fingerprinting will be required of all job applicants, employees, and volunteers as required by California and federal law. Background checks may also be required of employees whose job duties involve care of students, handling of money, valuables or confidential information, or as otherwise deemed prudent by the school. These background checks are performed through a fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). Any and all information obtained by YouthBuild Charter School of California may be taken into consideration in evaluating one's suitability for employment, promotion, reassignment, or retention as an Employee.

YouthBuild Charter School of California shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification.

YouthBuild Charter School of California may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers, students or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the employee is out on bail. In the event that a background check is conducted, YouthBuild Charter School of California will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the employee with any required notices and forms. Employees subject to an investigation are required to cooperate with YouthBuild Charter School of California's lawful efforts to obtain relevant information, and may be disciplined up to and including suspension without pay and/or termination for failure to do so.

Employees with adverse background information (such as certain specific criminal conviction) may be ineligible for employment with YouthBuild Charter School of California. In case of a prior arrest or conviction, the employee must discuss the history of the arrest or conviction with Human Resources. The employee may be required to provide proof of a mistake in the official records or provide official explanation of the nature of the offense.

SUBSEQUENT ARREST NOTIFICATION SERVICE

All employees are subject to "Subsequent Arrest Notification Service" by the DOJ once they have been fingerprinted for YouthBuild Charter School of California. Any time an employee is arrested after his or her initial background clearance for the school, the DOJ will notify the school Human Resources Department and send the school the new CORI information. The Executive Director will evaluate the new information and determine whether it justifies suspension or termination of the individual's employment. At the discretion of the Executive

Director, he or she can seek counsel from the Board of Directors and/or legal counsel, in closed session, in determining suitability for continued employment. After the evaluation has taken place and a decision has been made regarding the individual's suitability to continue employment, the CORI records received from the DOJ will be destroyed. Applicants will receive confidential notification of their suspension or termination. Those individuals who are suspended or terminated can make a one-time appeal to the Executive Director for reconsideration if he or she feels there has been an error in the review of their record. The decision of the Executive Director is final.

CHILD ABUSE AND NEGLECT REPORTING ACT

Since our employees work directly with children, they are in a position to detect instances of child abuse and neglect. It is YouthBuild Charter School of California's policy that all school employees shall comply with the California State law regarding child abuse reporting procedures. Section 11166 of the California Penal Code mandates the reporting to designated authorities of cases of suspected child abuse as follows:

"Any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident."

While each employee has the responsibility to ensure the reporting of any child he/she suspects is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. Classroom teachers who become aware of suspected child abuse should request class coverage from the Main Office immediately and report the suspicions as required.

It is extremely important that YouthBuild Charter School of California employees comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA. In addition, any other person who voluntarily reports a known or suspected incident of child abuse or neglect will not incur civil or criminal liability unless it is proven that the report was false and the person knew the report was false or made the report with reckless disregard of its truth or falsity.

Human Resources is available to answer any questions employees may have about their responsibilities under CANRA, or to assist an employee in making a report under CANRA. If an employee makes a report pursuant to CANRA without YouthBuild Charter School of California's

assistance, he or she is required to notify YouthBuild Charter School of California of the report if it is based on incidents he or she observed or became aware of during the course and scope of his or her employment with YouthBuild Charter School of California.

FIRST-AID AND CPR TRAINING

All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, coaches, non-core teachers, administrators) must receive, renew, and maintain basic first-aid and CPR certification by the first day of school for students. YouthBuild Charter School of California will provide First Aid and CPR training for teachers, assistants and staff. Any employee required to be first aid certified and hired after the beginning of the school year will be required to provide proof of completion of both First Aid and CPR training prior to the first day of work.

For additional information on the training required, please contact the <POSITION TITLE>.

PERSONNEL FILES

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

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

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

An employee or former employee (or designee) has the right to inspect or receive a copy of his or her personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to the Principal. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. Employer will respond to such a request within 30 days of receipt of the written request.

Employees are not entitled to inspect or copy: letters of reference, records that relate to an investigation of possible criminal activity, ratings, reports or records obtained prior to employment, prepared by examination committee members or obtained in connection with a promotional examination.

CHANGES IN EMPLOYMENT

An employee is responsible for notifying Human Resources about changes in the employee's personal information and changes affecting the employee's status (for example, name changes, address or telephone number changes, marriages or divorces, etc.). This notification by the employee must occur as close to the change as possible, but no later than 30 days following the change

SECTION 6 – PERFORMANCE

EMPLOYEE PERFORMANCE REVIEW

Each employee will receive periodic performance reviews conducted by their Supervisor, which may include both the Executive Director and the Principal. Performance evaluations will be conducted annually, or on or about the anniversary date of your employment with the School. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

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

Performance reviews are designed for the supervisor and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, employee and supervisor discuss ways

in which the employee can accomplish goals or learn new skills. The goal setting sessions are designed for the employee and his/her supervisor to make and agree on new goals, skills, and areas for improvement.

Your performance review and goal setting sessions may or may not have a direct effect on any changes in your compensation. For this reason, among others, it is important to prepare for these reviews carefully, and participate in them fully.

Basis for Determining Pay

Several factors may influence your rate of pay. Some of the items YouthBuild Charter School of California considers are the nature and scope of your job, what other employers pay their employees for comparable jobs (external equity), what YouthBuild Charter School of California pays their employees in comparable positions (internal equity), and individual, as well as YouthBuild Charter School of California, performance. It is YouthBuild Charter School of California's goal to have a current Job Description on hand for each employee that broadly defines the job responsibilities and essential functions for each position.

Wage or Salary Increases

Each employee's hourly wage or annual salary will be reviewed at least once each year. The employee's review date will usually be conducted on or about the end of the school or fiscal year. Such reviews may be conducted more frequently for a newly created position, based on a recent promotion, and obtaining a master's or doctorate degree.

Increases will be determined on the basis of performance, adherence to school policies, and procedures, ability to meet or exceed duties per job description and achievement of performance goals.

Changes to the amount of an employee's wage or salary will become effective on the first regular pay period following the change.

SECTION 7 – LEAVES

FAMILY MEDICAL LEAVE (“FMLA”)/CALIFORNIA FAMILY RIGHTS ACT (“CFRA”)

Use of FMLA includes CFRA wherever mentioned and allowed by state or federal law. State and federal family and medical leave laws provide up to 12 workweeks of unpaid family/medical leave within a 12-month period under the following conditions:

- The employee has more than 12 months of continuous service;
- The employee has worked at least 1250 hours during the previous 12-month period before the need for the leave.

Leave may be taken for one of the following reasons:

- The birth of employee’s child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA)
- To care for the employee’s spouse, child, or parent who has a serious health condition (FMLA/CFRA)
- For a serious health condition that makes the employee unable to perform his or her job (FMLA/CFRA)
- For any “qualifying exigency” (as defined by federal regulation) because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation (FMLA only)
- An employee who is the spouse, son, daughter, parent or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member (FMLA only)

Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of leave may be taken, the School uses a rolling backward 12-month period. Under most circumstances, leave under FMLA and CFRA will run concurrently in all cases where the law allows and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

For a qualifying exigency or leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

Pregnancy, Childbirth or Related Conditions (ALSO SEE PDL POLICY)

FMLA will run concurrently with PDL. Once the pregnant employee is no longer disabled, she may apply for leave under the California Family Rights Act, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. California Family Rights Act leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the School will grant a request for a California Family Rights Act leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

Leave for Employee's Own Health Condition

Please contact the <POSITION TITLE> as soon as you realize the need for family medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify the School at least 30 days before leave is to begin. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the School.

If the employee cannot provide 30-days' notice, the School must be informed as soon as is practical.

The School requires the employee to provide medical certification within 15 days of any request for family medical leave under state and federal law. The school may require recertification from the health care provider if additional leave is required. If the employee does not provide medical certification in a timely manner to substantiate the need for FMLA, the School may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered FMLA and therefore not subject to the protections afforded by FMLA/CFRA.

Leave to Care for a Family Member

If the leave is needed to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider;
- Confirmation that the serious health condition warrants the participation of the employee.

When both parents are employed by the School, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the School will not grant more than a total of 12 workweeks family/medical leave for this reason. If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Inability of the employee to work at all or perform any one or more of the essential functions of his/her position because of the serious health condition.

The School will require certification by the employee's health care provider that the employee is fit to return to his or her job. Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member's health care provider.

Health and Benefit Plans

An employee taking family medical leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave for a maximum of 12 workweeks (26 workweeks if the leave is to care for a covered service member) at the same level and under the same conditions of coverage as if the employee had continued in employment for the duration of such leave. The School will continue to make the same premium contribution as if the employee had continued working. The continued participation

in health benefits begins on the date leave first begins under FMLA/CFRA. The employee must continue to make all his or her contribution payments to the school as agreed upon. In some instances, the School may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following FMLA leave.

Employees on FMLA who are not eligible for continued paid coverage may continue their group health insurance coverage through the School in conjunction with the federal COBRA guidelines by making monthly payments to the School for the amount of the applicable premium. Employees should contact Human Resources for further information.

Substitution of Paid Leave

Accrued sick leave may be substituted for unpaid leave in the event of an employee's own serious health condition, to care for an eligible family member, or for the birth, adoption, or foster care of a child. Accrued vacation or PTO must be substituted for unpaid leave in the event of an employee's need to care for an eligible family member, or for the birth, adoption or foster care of a child. Substitution of accrued paid leave does not extend the length of the leave.

Reinstatement

Under most circumstances, upon return from family medical leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. In addition, an employee has no greater right to reinstatement than if he or she had not been continuously employed rather than on leave. An employee's use of family medical leave will not result in the loss of any employment benefit that the employee earned before using FMLA.

Time Accrual

Employees on Family and Medical Leave Act/California Family Rights Act leave will not continue to accrue sick, vacation and/or PTO leave during unpaid FMLA/CFRA. Holidays will not be paid while on FMLA/CFRA.

If you have any questions regarding FMLA/CFRA, please contact Human Resources.

Outside employment is not allowed while on FMLA/CFRA or PDL leave.

PREGNANCY DISABILITY POLICY

You may take up to four months (17-1/3 weeks/693 hours for a full-time employee) of medically necessary pregnancy disability leave for pregnancy, childbirth or a related medical condition under California State law and (if eligible and you have not exhausted your entitlement) an additional 12 workweeks for non-pregnancy disability-related family medical leave under the California Family Rights Act (CFRA) for the purpose of baby-bonding. The first 12 workweeks of pregnancy disability run concurrently with the federal FMLA, if eligible. Any remaining FMLA leave will run concurrently with CFRA leave. The amount of leave will be pro-rated based on number of hours worked (i.e. a part-time employee working 20 hours per week would be entitled to 346.6 hours of leave).

Pregnancy, childbirth, or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave.

Any female employee planning to take pregnancy disability leave should advise their Supervisor as early as possible.

The individual should make an appointment with Human Resources to discuss the following conditions:

- Employees who need to take pregnancy disability must inform the school when a leave is expected to begin and how long it will likely last. Employees will be required to complete a "Time Off Request" form and provide medical certification. If the need for a leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin;
- Employees must consult with their Supervisor regarding the scheduling of any planned medical treatment in order to minimize disruption to the operations of the School. Any such scheduling is subject to the approval of the employee's health care provider. If 30 days advance notice is not possible, notice must be given as soon as practical;
- Upon the request of an employee and recommendation of the employee's health care provider, the employee's work assignment may be changed if necessary to protect the health and safety of the employee and her child;
- Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached;

- Temporary transfers due to health considerations will be granted when possible. However, the transferred employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons;
- Pregnancy disability leave usually begins when ordered by the employee's health care provider. The employee must provide the School with medical certification from a health care provider within. The certification indicating disability should contain:
 - The date on which the employee became disabled due to pregnancy;
 - The probable duration of the period or periods of disability; and
 - A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons;

Returning from pregnancy leave will be allowed only when the employee provides a release to return to work from her health care provider.

Except to the extent that other paid leave is substituted for pregnancy-related disability leave, PDL is unpaid. An employee will be allowed to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave. An employee will be allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during a pregnancy disability leave. The substitution of sick pay and/or vacation/PTO pay for pregnancy disability leave does not extend the total duration of the leave to which the employee is entitled and which is supported by medical certification.

Duration of the leave will be determined by the advice of the employee's health care provider, but employees disabled by pregnancy may take up to four months (17-1/3 weeks/693 hours). Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of one (1) hour.

Unless YouthBuild Charter School of California and the employee have already agreed upon the employee's return to work date, an employee who has taken a pregnancy disability leave or transfer must notify the Human Resources contact at least 30 days prior to her anticipated return to work or, as applicable, before her transfer back to her former position. An employee who timely returns to work at the expiration of her pregnancy disability leave will be reinstated

to her former position, or a comparable position, whenever possible and consistent with applicable law. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

YouthBuild Charter School of California will maintain its portion of group health insurance coverage that the employee was provided before the leave commenced on the same terms as if the employee had continued to work up to the maximum leave allotment allowed under the Pregnancy Disability Leave law (693 hours) and for the first 12 weeks of CFRA “Baby-Bonding Leave”. YouthBuild Charter School of California may recover premiums it paid to maintain health coverage if the employee does not return to work following pregnancy disability leave. Employees are still responsible to pay for their own portion of group health benefits premium. See Human Resources to review the amount that employee will need to reimburse the school while on pregnancy disability leave.

Employees on pregnancy disability leave will accrue leave benefits, such as sick leave, vacation and/or PTO only when employer-paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. No leave benefits shall accrue when the employee is in unpaid status.

CFRA/Baby Bonding leave is covered by the California Family Rights Act (CFRA). If the employee has not exhausted the full 12 weeks of her FMLA entitlement, a portion of the baby bonding leave may be protected under FMLA as well. The employee must complete a request for baby bonding leave. See Human Resources for the proper form to use to request this leave. Prior to commencing baby bonding leave, the employee will be required to submit a certification from her health care provider showing that the employee is no longer disabled by pregnancy or childbirth, to Human Resources.

WORKERS’ COMPENSATION LEAVE

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers’ compensation leave. The duration of your leave will depend upon the rate of your recovery and the medical provider’s recommendation. Workers’ compensation leave will run concurrently with any other applicable medical leave of absence (FMLA/CFRA). Unless otherwise mandated by law, employees on a leave of absence of more than 4 months are responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA.

BEREAVEMENT LEAVE

Employees who have worked with the School for more than six months will be allowed up to 5 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 includes a current spouse, parent, legal guardian, sibling, child, current parent-, sister-, or brother-in-law, grandparent, grand child, or domestic partner.

If any employee requires more than 5 days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued vacation time, which may be granted in the discretion of the School.

JURY DUTY LEAVE

The School will provide employees 5 days of paid leave 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 unpaid leave to appear in court or other judicial proceeding as a witness, as permitted by law, to comply with a valid subpoena or other court order. Please notify the Principal of your commitment to serve on a jury or as a witness as far in advance as possible.

TIME OFF TO VOTE

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

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Vacation or personal hours which have accrued but not been used may be paid to the employee for this time off

SCHOOL ACTIVITIES LEAVE

The School encourages employees to participate in the school activities of their child (ren). The leave is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades 1 through 12 may take time off for a school activity;
- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each year;
- Employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If the School employs both parents, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;
- Employees must use existing vacation or personal leave in order to receive compensation for this time off;
- Employees who do not have paid time off available will take the time off without pay.
- Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed child care/day care facility.

SCHOOL APPEARANCE/SUSPENSION LEAVE

If the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In compliance with California Labor Code section 230.7, no discriminatory action will be taken against an employee for taking time off for this purpose.

This leave is unpaid but the employee may choose to use accrued vacation, or personal time off (PTO). You will not be discharged or discriminated against because of an absence protected by this law.

CRIME VICTIM LEAVE

Employees are allowed to be absent from work to attend judicial proceedings related to a crime if they are:

- A victim of a crime
- An immediate family member of a victim;
- A registered domestic partner of a victim; or
- The child of a registered domestic partner of a victim

An employee must give reasonable advanced notice to the school by providing documentation of the proceeding. Documentation may be any of the following:

- Notice from the court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim/witness assistance office advocating on the victim's behalf.

This leave is unpaid but the employee may choose to use accrued vacation, sick or personal time off (PTO). You will not be discharged or discriminated against because of an absence protected by this law.

DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT LEAVE

If you are a victim of domestic violence, you may take unpaid time off to obtain or attempt to obtain judicial relief, such as obtaining restraining orders, to help insure your health, safety or welfare or that of your child (ren). You must give the School reasonable notice unless advance notice is not feasible, and provide certification that you are seeking such assistance.

Certification may be sufficiently provided by any of the following:

- A police report indicating that you were a victim of domestic violence or sexual assault;
- A court order protecting or separating you from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that you appeared in court; or,

- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you are undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision. The School will not discharge, discriminate or retaliate against an employee who exercises their rights under this law. Domestic violence, sexual assault and stalking victim's leave for medical treatment does not exceed or add to the unpaid leave time that FMLA/CFRA allows.

Employers are prohibited from discharging, discriminating or retaliating against an employee who is a victim of domestic violence or the victim of sexual assault for taking time off to seek medical attention, obtain services from a domestic violence shelter or program or rape crisis center, obtain psychological counseling, participate in safety planning, or temporary or permanent relocation.

MILITARY LEAVE

California's military leave laws, found at Military & Veterans Code section 389 *et seq.* and the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), found at 38 U.S.C. Section 4301 *et seq.* ensure that employees are not adversely affected in their employment after taking leave for military service. Employees who serve in the military and are entitled to a military leave of absence without pay from the School under applicable laws should notify Human Resources regarding the need for military leave.

Please see Human Resources for more information regarding job reinstatement rights upon completion of military service.

ORGAN DONOR / BONE MARROW DONOR LEAVE

[15+ EMPLOYEES]

If you volunteer to donate an organ you may take up to thirty (30) days paid leave per year for this process or up to five (5) days paid leave for the donation of bone marrow.

You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to two weeks of any accrued paid leave (sick and/or vacation/PTO) for organ donation and up to five (5) days accrued paid leave (sick and/or vacation/PTO) for bone marrow donation. This leave does not run concurrently with FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

You may take this leave incrementally, as medically necessary, or all at one time. All health benefits shall be maintained during this leave to the extent they exist at the time of the leave. This leave shall not be considered a break in service and the employee shall continue to accrue paid time off and other benefits as if they had continued working. The Employee shall be required to pay any portion of their benefits they are currently paying.

An employee shall not have any greater rights during this leave than if he or she had been actively working during this time but will be reinstated to their same or equivalent job prior to the leave. No employee shall be discriminated or retaliated against for taking an organ donation or bone marrow leave.

VOLUNTEER CIVIL SERVICE LEAVE

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

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

SECTION 8 – BENEFITS

VACATION

The School provides vacation benefits to eligible employees to enable them to take paid time off for rest and recreation. The School believes that this time is valuable for employees in order to enhance their productivity and to make their work experience with the School personally satisfying.

As of the 2012-13 school year, teachers no longer accrue vacation time. Instead, their work calendar includes a number of non-work days that may be used for rest and recreation. Teachers are not allowed to take time off on instruction days, except in the case of illness or personal necessity, if approved by their school principal.

Full-time, regular Administrative/Classified employees (12-month employees) accrue ten (10) paid vacation days per year. Vacation days are accrued at a rate of 6.667 hours per month. Once an employee's accrued vacation balance reaches 15 days, the employee stops accruing vacation until vacation is used and the employee's balance falls below the 15 day cap. Vacation days will not accrue during any unpaid leave of absence.

Eligible employees accrue vacation from the date of hire at the following accrual rates:

<u>Years of Continuous Service</u>	<u>Vacation Accrual</u>
Date of hire through second year	10/12 of one day for each full month worked up to a maximum of ten days per year (no vacation may be taken during the first three months of employment.)
Third year through fourth year	15/12 of one day for each full month worked up to a maximum of fifteen days per year
Fifth year and thereafter	20/12 of one day for each full month worked up to a maximum of twenty days per year

Regular part-time employees working a minimum of twenty (20) hours per week accrue vacation benefits on a pro rata basis. Temporary employees and employees who work less than twenty (20) hours per week do not accrue vacation benefits.

Vacation accruals may not exceed twice an employee's current annual entitlement. Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has taken vacation and his or her accrued hours have dropped below the maximum.

No employee will receive pay in lieu of vacation, except as required by law. Employees may not borrow against unearned vacation time.

No vacation accrues during any unpaid leave of absence or while on disability salary continuation. Vacation accruals recommence with the employee returns to work.

On termination of employment, the employee is paid all accrued, unused vacation at the employee's base rate of pay at the time of his or her termination.

All vacations must be approved in advance by the Principal or the Executive Director.

SICK LEAVE

Sick leave is a benefit provided by the School that employees accumulate in order to provide a cushion for incapacitation due to illness or injury. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for "personal" absences. Time off for medical and dental appointments will be treated as sick leave. However, an employee may use up to one-half of the employee's annual accrual to attend to the illness of his or her child, parent, spouse or domestic partner. The School will not tolerate abuse or misuse of your sick leave privilege.

All employees are eligible for sick leave, including regular full-time, part-time, seasonal and temporary who work in California 30 or more days in a year.

Regular full-time employees are allowed 10 paid sick leave days for the school year. Accrued sick leave carries over from school year to school year, up to a maximum of two times the annual allotment. The School does not pay employees in lieu of unused sick leave, nor is sick leave paid out upon termination of employment.

Sick leave may be used for the diagnosis, care, or treatment of an existing health condition, or for preventative care for the employee or the employee's family member. Family member includes: child, spouse, parent, registered domestic partner, grandparent, grandchild and sibling.

Sick leave may also be used for victims of domestic violence, sexual assault or stalking.

Carry-Over and Cap: A maximum of 48 hours (6 days) of unused, accrued sick days will carry over to the next year,

Sick leave will not be paid out upon termination of employment.

If you are absent longer than 5 days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the School will be required before the School honors any sick pay requests. The School reserves the right to visit you while you are receiving sick pay. If there is evidence of misuse of sick leave, sick pay will not be provided. Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave, if eligible under applicable medical leave law, depending upon the facts and circumstances of the employee's basis for leave beyond the accrued sick leave.

INSURANCE BENEFITS

Employees who regularly work a minimum of 30 hours per week are eligible for insurance benefits offered by YouthBuild Charter School of California. These insurance benefits will include medical, dental, and vision. The school pays for the cost of employer-selected plans. If the employee chooses another available plan, the employee must pay the additional costs.

If medical insurance premium rates increase, employees may be required to contribute to the cost of the increase to retain coverage. Unless otherwise mandated by law, employees on a leave of absence of more than four (4) months are responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA.

Additional voluntary insurance plans will be offered through the school that will be the employee's responsibility to purchase and pay for.

COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under YouthBuild Charter School of California's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at YouthBuild Charter School of California group rates plus an administration fee. YouthBuild Charter School of California or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under "YCSC's health insurance plan. The notice contains important information about the employee's rights and obligations.

SOCIAL SECURITY/MEDICARE

If you are a full time regular employee contributing to a teacher's retirement system (PERS/STRS), your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your husband or wife, or former husband or wife, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected.

YouthBuild Charter School of California withholds income tax from all employees' earnings and participates in FICA (Social Security), for temporary employees and Medicare withholding and matching programs as required by law.

STATE DISABILITY INSURANCE

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

WORKER'S COMPENSATION INSURANCE

Eligible employees are entitled to workers' compensation insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee.

In the event of an occupational injury or illness (as defined under Workers' Compensation Law) an employee may be covered by workers' compensation insurance instead of group insurance.

If an employee should become injured or in any way disabled on the job, he or she must report the injury immediately to his or her supervisor. It is a felony to file a fraudulent or false workers' compensation claim.

SECTION 9 – EMPLOYEE COMMUNICATIONS

COMPUTER, EMAIL AND INTERNET POLICY

Every employee is responsible for using the YouthBuild Charter School of California’s computer system, including, without limitation, its electronic mail (Email) system and the Internet, properly and in accordance with this policy. Any questions about this policy should be addressed to Human Resources.

The computers that you use at work and the Email system are the property of YouthBuild Charter School of California *and* have been provided for use in conducting YouthBuild Charter School of California *business*. All communications and information transmitted by, received from, created, or stored in its computer system (whether through word processing programs, Email, the Internet or otherwise) are YouthBuild Charter School of California records and property of YouthBuild Charter School of California. The computer system is to be used for school purposes only. Employees may, however, use YouthBuild Charter School of California *technology* resources for the following incidental personal uses so long as such use does not interfere with the employee’s duties, is not done for pecuniary gain, does not conflict with YouthBuild Charter School of California *business*, and does not violate any YouthBuild Charter School of California *policies*:

- To send and receive necessary and occasional personal communications;
- To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner;
- To use the telephone system for brief and necessary personal calls; and
- To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

No Expectation of Privacy

Although YouthBuild Charter School of California does not wish to examine personal information, from time to time, YouthBuild Charter School of California may need to access its *technology* resources. YouthBuild Charter School of California has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, without limitation, reviewing documents created and stored on its computer system, deleting any matter stored in its system (including, without limitation, its Email and word processing

systems), monitoring sites visited by employees on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing Email sent and received by users. Further, YouthBuild Charter School of California *may* exercise its right to monitor its computer system for any reason and without the permission of any employee. Employee use of YouthBuild Charter School of California's computer system constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the computer system (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from YouthBuild Charter School of California's computers is not assured. Use of passwords or other security measures does not in any way diminish YouthBuild Charter School of California's right to monitor and access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to YouthBuild Charter School of California for any reason that YouthBuild Charter School of California, in its discretion, deems appropriate. Further, employees should be aware that deletion of any Email messages or files would not truly eliminate the messages from the system. All Email messages and other files may be stored on a central back-up system in the normal course of data management.

Employees should have no expectation of privacy in anything they create, store, send or receive on the computer system.

Notwithstanding the foregoing, even though YouthBuild Charter School of California has the right to retrieve, read and delete any information created, sent, received or stored on its computer system, Email messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any Email messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of the Executive Director.

Professional Use of Computer System Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write Email communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on YouthBuild Charter School of California letterhead. Because Email and computer files may be subject to discovery in litigation, employees are expected to avoid making statements in Email or computer files that would not reflect favorably on the employee or YouthBuild Charter School of California if disclosed in litigation or otherwise.

Offensive and Inappropriate Material

YouthBuild Charter School of California's policy against discrimination and harassment, sexual or otherwise, applies fully to YouthBuild Charter School of California's computer system, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no Email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law. Further, material that is fraudulent, harassing, abusive, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in YouthBuild Charter School of California's computers. Employees encountering or receiving this kind of material should immediately report the incident to Human Resources.

YouthBuild Charter School of California may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by YouthBuild Charter School of California networks. Notwithstanding the foregoing, YouthBuild Charter School of California is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an email address on the Internet may lead to receipt of unsolicited email containing offensive content. Users accessing the Internet do so at their own risk. Employees who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to YouthBuild Charter School of California's blocking software.

Solicitations

YouthBuild Charter School of California's computer system (including, without limitation, its Email system) may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from the Principal is required before anyone can post any information on commercial on-line systems or the Internet.

Licenses and Fees

Employees may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of the Executive Director.

Games and Entertainment Software

Employees may not use a YouthBuild Charter School of California internet connection to download games or other entertainment software, or to play games over the Internet.

Confidential Information

Employees may not transmit information over the Internet or through email that is confidential or proprietary. Employees are referred to YouthBuild Charter School of California's "Confidential Information" policy, contained herein, for a general description of what YouthBuild Charter School of California *deems* confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

Copyrights and Trademarks

YouthBuild Charter School of California's computer system may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from the Executive Director. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor.

Any YouthBuild Charter School of California -approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices. Absent prior approval from a supervisor to act as an official representative of YouthBuild Charter School of California, employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of YouthBuild Charter School of California."

Maintenance and Security of the System

Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic.

Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related. In addition, employees should routinely delete outdated or otherwise unnecessary Emails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to YouthBuild Charter School of California's network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to YouthBuild Charter School of California's network.

Files obtained from sources outside YouthBuild Charter School of California including disks brought from home; including files downloaded from the Internet, news groups, bulletin boards, or other online services; files attached to email; and files provided by customers or vendors, may contain dangerous computer viruses that may damage YouthBuild Charter School of California's computer network. Employees should never download files from the Internet, accept email attachments from outsiders, or use disks from non- YouthBuild Charter School of California sources, without first scanning the material with YouthBuild Charter School of California - approved virus checking software. If you suspect that a virus has been introduced into YouthBuild Charter School of California network, notify technology personnel immediately.

Violations of this Policy

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Amendment and Modification of this Policy

YouthBuild Charter School of California reserves the right to modify this policy at any time, with or without notice. YouthBuild Charter School of California may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources.

Acknowledgement

Employees acknowledge this policy by signing the receipt of this handbook.

SOCIAL MEDIA POLICY

YouthBuild Charter School of California has adopted the following policy with regard to teacher behavior on social networking sites as it pertains to both teacher and student initiated communication. If you wish to use networking protocols as a part of the educational process, please work with your administrators and technology staff to identify and use a restricted, school-endorsed networking platform.

Teachers shall not accept students or the students' parents as friends on any personal social networking sites and are to decline any student or parent-initiated friend requests. Teachers are not to initiate "friendships" with students or parents and must delete any students or parents already on their "friends" list immediately.

With regard to social networking content, teachers may not use commentary deemed to be defamatory, obscene, proprietary, or libelous with regard to any school-related business or policy, employee, student, or parent. Additionally, teachers will exercise caution with regards to exaggeration, obscenity, copyrighted materials, legal conclusions, and derogatory remarks or characterizations. Teachers will weigh whether a particular posting puts his/her effectiveness as a teacher at risk. YouthBuild Charter School of California encourages teachers to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Teachers may not discuss students nor post images that include students.

Due to security risks, teachers must be cautious when installing the external applications that work with the social networking site. At a minimum, educators should have all privacy settings set to "Only Friends". The settings "Friends of Friends" and "Networks and Friends" open your content to a large group of unknown people, including students.

Personal or Professional Blogs

If you are developing a website or writing a blog that will mention YouthBuild Charter School of California you must identify that you are an employee of the organization and that the views expressed on the blog or web site are yours alone and do not represent the views of YouthBuild Charter School of California . Unless given permission by the Executive Director, you are not authorized to speak on behalf of YouthBuild Charter School of California or to represent that you do so. If you are developing a site or writing a blog that will mention YouthBuild Charter School of California, as a courtesy to the organization, please let the Principal know in advance of publication. The Principal may choose to visit your blog or social networking site from time to time.

You may not share information that is confidential and proprietary with regard to YouthBuild Charter School of California. This includes, but is not limited to, information about curriculum, school dynamics, school programs, future goals, or current challenges within the organization. These are given as examples only and do not cover the range of what YouthBuild Charter School of California considers confidential and proprietary. If you have any questions about whether information has been released publicly or doubts of any kind, speak with the Principal.

When writing a blog or participating in any other social networking site, teachers will be required to speak respectfully about YouthBuild Charter School of California and our current and potential employees, students, parents, and competitors. Do not engage in name-calling or behavior that will reflect negatively on the organization's reputation. Note that the use of copyrighted materials, unfounded, harassing, libelous, or derogatory statements, or misrepresentation is not viewed favorably by YouthBuild Charter School of California and can result in disciplinary action, up to, and including termination.

All employees who engage in social networking are legally liable for anything he/she writes or presents online. Employees can be disciplined by YouthBuild Charter School of California for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. You can also be sued by YouthBuild Charter School of California's employees, competitors, and any individual or company that views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment.

This policy should not be construed, and will not be applied, in a manner that violates employee rights under the National Labor Relations Act.

Teachers may not comment on a student's blog or a student's other social networking commentaries.

Teachers or staff may not use trade names, or logos belonging to the school without express written permission of the Executive Director.

Failure to comply with YouthBuild Charter School of California's social medial policy will result in disciplinary action, up to, and including, immediate termination.

EQUIPMENT POLICY

YouthBuild Charter School of California attempts to provide all staff members with the equipment and supplies needed to do their job. Providing equipment is a great expense to the

school. It is expected that everyone will protect and care for all equipment and supplies issued to them. Staff members are responsible for the cost of lost, stolen, or broken items issued to them including: keys, textbooks, teacher guides, laptops, and any other equipment that may be assigned to them or their classroom if the loss is due to willful misconduct or negligence.

Laptop Computers

Staff members may be assigned a laptop for professional use. Staff is required to sign a laptop Agreement Form and will be charged for any damages, loss or theft to the laptop caused by willful misconduct and/or negligence.

Upon termination of employment, employees understand and agree that they must promptly return their school-issued laptop to the school. Employees are responsible for reimbursing the school for the cost of lost or damaged laptops when the loss or damage is due to a violation of this policy or the willful misconduct or negligence of the employee.

Employees acknowledge and understand that YouthBuild Charter School of California is the owner of the laptop and of all information contained on the laptop. Employees are discouraged from keeping personal information on their school-issued laptops or using the laptops for personal use. There should be no expectation of privacy with regard to a school-issued laptop and employees must return his or her laptop upon request by the school for regular maintenance.

CELL PHONE POLICY

MODIFY TO FIT YOUR SCHOOL'S PRACTICES

Personal cell phone use is not permitted while you are working. Cell phones should be turned off and stored with your other personal belongings while you are working.

If you are required to perform business on a cell phone for YouthBuild Charter School of California while driving, you must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending, writing, or reading text based communications on your cell phone while driving a School vehicle or your own vehicle to conduct School business is prohibited. Text based communications include, but are not limited to, text messages, instant messages and email.

If you are assigned a School cell phone to conduct School business, please notify your supervisor if the cell phone is misplaced, stolen, or damaged. Personal calls, received or placed, are not allowed on School cell phones.

TELEPHONE CALLS AND TEXTING

While at work and during staff meetings, the employee's undivided attention is expected. Cell phones, texting, and pagers are not allowed so that the activities or discussion are not disturbed. Employees should wait to make personal phone calls during breaks.

NO SOLICITATION/DISTRIBUTION POLICY

In order to minimize non-work-related activities that could interfere with providing quality education, teamwork, and safety, YouthBuild Charter School of California has established the following policy concerning solicitation and the distribution of written materials other than those directly related to the School's business.

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

NEPOTISM POLICY

YouthBuild Charter School of California permits the employment of qualified relatives of employees, of the employee's household or immediate family as long as such employment does not, in the opinion of YouthBuild Charter School of California, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the employee's household. YouthBuild Charter School of California *will* use sound judgment in the placement of related employees in accordance with the following guidelines:

Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.

Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.

Employees who marry while employed, or become part of the same household are treated in accordance with these guidelines. If in the opinion of YouthBuild Charter School of California, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time.

The Board of Directors must approve any exceptions to this policy.

BUILDING SECURITY/SCHOOL KEYS

All employees who are issued keys to the office and classrooms are responsible for their safekeeping.

You will be assigned all appropriate building keys needed to conduct your daily job responsibilities. You are responsible for all keys. Duplication of any school key is not allowed and strictly prohibited. It is against School policy to loan or distribute your assigned keys to another employee or non-employee of the School. **If your school keys are lost, misplaced, destroyed, or stolen, you must report it immediately to your Supervisor and Principal.**

The last employee, or a designated employee, who leaves the office and /or the school site at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on school property after hours without prior authorization.

INTERNAL INVESTIGATIONS & SEARCHES

From time to time YouthBuild Charter School of California may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with and assist in these investigations if required to do so.

Whenever necessary, in YouthBuild Charter School of California's discretion, employees' work areas (*i.e.* desks, file cabinets, lockers, etc.) and personal belongings (*i.e.* brief cases, handbags, etc.) may be subject to a search without notice. Employees are required to cooperate.

Because even a routine search for YouthBuild Charter School of California property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to YouthBuild Charter School of California. YouthBuild Charter School of California will generally try to obtain an employee's consent before conducting a search of work areas and personal belongings, but it may not always be able to do so.

VIOLENCE IN THE WORKPLACE

YouthBuild Charter School of California has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect YouthBuild Charter School of California or which occur on YouthBuild Charter School of California property will not be tolerated. Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at YouthBuild Charter School of California or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

All threats or acts of violence occurring on YouthBuild Charter School of California premises, regardless of the relationship between YouthBuild Charter School of California and the parties involved.

All threats or acts of violence occurring off YouthBuild Charter School of California premises involving someone who is acting in the capacity of a representative of YouthBuild Charter School of California .

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual

- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy YouthBuild Charter School of California property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapons

YouthBuild Charter School of California's prohibition against threats and acts of violence applies to all persons involved in YouthBuild Charter School of California's operation, including but not limited to all personnel, contract, unpaid interns, volunteers and temporary workers and anyone else, including parents on YouthBuild Charter School of California property. Violations of this policy by any individual on YouthBuild Charter School of California property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors or to Human Resources.

SECTION 10 – STANDARDS OF CONDUCT

PERSONAL STANDARDS

Each employee must be neatly groomed and wear clothing that is professional and appropriate for the employee’s position. The Human Resources Department will inform you of any special clothing requirements. Employees will not be permitted to wear clothing or otherwise present an appearance that may cause disruption, be taken as offensive or reduce productivity. If you are assigned a School uniform, your uniform must be clean and presentable when you report to work.

Consult your supervisor if you have any questions regarding appropriate attire.

PERSONAL APPEARANCE/STANDARDS OF DRESS

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

The Board of Directors encourages staff; during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process.

TEACHER-STUDENT INTERACTIONS

Boundaries Defined

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

Acceptable and Unacceptable Behavior

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

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

Unacceptable Behaviors

These lists, and any subsequent lists, are not meant to be all-inclusive, but rather illustrative of the types of behavior addressed by this policy.

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without parental permission
- Being alone in a room with a student at school with the door closed
- Allowing students in your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or other responsible adult

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

Acceptable and Recommended Behaviors

- Obtaining parent’s written consent for any after-school activity on or off campus (exclusive of tutorials).
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions.
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via school-based technology and equipment).
- Keeping the door open when alone with a student.
- Keeping reasonable and appropriate space between you and the student.
- Stopping and correcting students if they cross your own personal boundaries.
- Keeping parents informed when a significant issue develops about a student.
- Keeping after-class discussions with a student professional and brief.
- Asking for advice from senior-staff or administration if you find yourself in a difficult situation related to “boundaries.”
- Involving your direct supervisor about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers.

- Asking another staff member to be present if you will be alone with any student who may have severe social or emotional challenges (and you are not the assigned case educator).
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours.
- Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high-fives, and handshakes are appropriate.
- Keeping your professional conduct a high priority during all moments of student contact.
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.

Reporting

When any staff member, parent, or student becomes aware of a staff member having crossed the boundaries specified in this policy, or has a strong suspicion of misconduct, he or she must report the suspicion to the Human Resources Department promptly.

** A reasonable suspicion means something more than a mere suspicion but less than absolute knowledge. It is based on facts which would lead a reasonable person to believe the conduct occurred.

Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

Investigating

Human Resources will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior, using such support staff or outside assistance, as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all other privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible. The investigating administrator shall promptly notify the Governing Board in closed session of the existence and status of any investigations. Upon completion of any such investigations, the Executive Director shall report to the Governing

Board any conclusions reached. The investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

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

CUSTOMER & PUBLIC RELATIONS

The School's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Principal

PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the School. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the School.

- Falsification of employment records, employment information, or other School records.
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's.

- Theft, deliberate or careless damage or loss of any School property or the property of any employee or customer.
- Provoking a fight or fighting during working hours or on School property.
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive.
- Carrying firearms or any other dangerous weapons on School premises at any time.
- Consuming, possessing, or being under the influence of alcohol and/or drugs during working hours or at any time on School property or job sites.
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- Unreported absence on scheduled workdays.
- Unauthorized use of School equipment, time, materials, facilities, or the School name.
- Sleeping or malingering on the job.
- Failure to observe working schedules, including the required rest and meal periods.
- Engaging in criminal conduct whether or not related to job performance.
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.
- Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work.
- Failure of an employee to obtain permission to leave work for any reason during normal working hours.
- Abuse of sick leave.

- Making or accepting personal telephone calls during working hours except in emergencies.
- Failure to provide a physician's certificate when requested or required to do so.
- Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.
- Making derogatory racial, ethnic, religious or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours.
- Violation of any safety, health, security or School rule.
- Working overtime without authorization or refusing to work assigned overtime.

CONFIDENTIAL INFORMATION

You may, during the course of your duties be advised of certain confidential business matters and affairs of the School regarding its business practices, students, suppliers and employees. Your duties may also place you in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the School and not generally known to the public or competitors. Such proprietary information includes student information, competitive strategies, marketing plans, personnel information and financial information. You shall not, either during your employment with the School or any time in the future, directly or indirectly:

- Disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during your employment;
- Individually or in conjunction with any other person, firm, agency, School, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of the School;
- Without the written consent of the School, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records,

documents, drawings, specifications, lists, equipment and similar items relating to the business of the School, except to the extent required in the ordinary course of your duties.

Upon termination of employment, employees are required to immediately return to the School all property of the School in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the School.

CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social and economic relationships with competitors, suppliers, customers, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment and morale problems.

Any employee involved in such situations or relationships must immediately and fully disclose the nature of the situation or relationship to the Principal so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

YouthBuild Charter School of California expects employees to devote their best efforts to the interests of our school. YouthBuild Charter School of California recognizes your right to engage in activities outside of your employment, which are of a private nature and unrelated to our business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at YouthBuild Charter School of California or create a conflict of interest with your statutory duty of loyalty to the School. The School prohibits employees from working with another School or external organization that competes with YouthBuild Charter School of California whether as a regular employee or as a consultant.

If you have any questions whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact the Principal to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

Outside Employment

If you are a full time employee we expect that you devote your full professional effort to your position at YouthBuild Charter School of California. If you wish to participate in outside work activities you are required to obtain written approval from the Executive Director prior to starting those activities. Approval will be granted unless the activity conflicts with YouthBuild Charter School of California's interests. In general, outside work activities are not allowed when they:

- Prevent you from performing work for which you are employed at YouthBuild Charter School of California.
- Involve organizations that are doing or seek to do business with YouthBuild Charter School of California including actual or potential vendors.
- Violate provisions of law or YouthBuild Charter School of California policies or rules.
- When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave).

Your obligations to YouthBuild Charter School of California must be given priority. Full time employees are hired and continue employment with the understanding that YouthBuild Charter School of California is their primary employer and that other employment, commercial involvement or volunteer activity that is in conflict with the business interests of the school is strictly prohibited.

SECTION 11 – SAFETY

DRUG AND ALCOHOL POLICY

It is the intent of YouthBuild Charter School of California to promote a safe, healthy and productive work environment for all employees. The School recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations or School success.

The School complies with all Federal and State regulations regarding drug use while on the job. This policy prohibits the following:

- Use, possession, offer for sale, or being under the influence of illegal drugs or alcohol during working hours, including meal and break periods, or in the presence of pupils.
- Use, possession, offer for sale, or being under the influence of illegal drugs or alcohol on School property at any time.

Employees taking physician-prescribed medications, which impairs the employee's job performance, (including medical prescribed marijuana) should not report to work. Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform his or her specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in his or her possession on the School premises any prescription medication other than medications currently prescribed by a physician for the employee.

SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as e-cigarettes, and vaping.

SECURITY

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. If you are leaving late at night or are in any other situation

that presents security concerns or where you do not feel comfortable, please seek the assistance of the Site Director, other employees or call 911. Report any suspicious persons or activities to the Site Director and Principal. Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time, and do not leave valuable and/or personal articles that may be accessible in or around your work area. Please report any problems with our security systems to the Site Director and Principal.

PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on YouthBuild Charter School of California property. Vehicle break-ins are on the rise throughout California. Be cautious: keep personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

USE OF PERSONAL VEHICLE FOR SCHOOL BUSINESS

Personal vehicles used by employees to conduct YouthBuild Charter School of California business must be insured by the employee's personal automobile insurer. YouthBuild Charter School of California's liability insurance applies on a secondary basis if the underlying personal auto insurance is insufficient. In no event does YouthBuild Charter School of California's automobile liability insurance coverage pay for damage to the employee's vehicle. Insuring your vehicle against collision damage is recommended for your protection.

ALTERNATIVELY

PERSONAL AUTOMOBILE

Employees who use their own automobiles for travel on authorized school business will be reimbursed for mileage at the rate established by the Internal Revenue Services. Employee must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

PERSONAL PROPERTY

YouthBuild Charter School of California cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on YouthBuild Charter School of California's premises, including the parking area, or away from school property while on school business. YouthBuild Charter School of California employees are prohibited from using personal property for work-related purposes unless approved in advance by their Supervisor.

SAFETY POLICY

YouthBuild Charter School of California is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or Human Resources immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process or business practice for which the School is responsible, bring it to the attention of your supervisor or Human Resources immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Executive Director regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and the Executive Director or Human Resources.

YouthBuild Charter School of California has in place a written Injury and Illness Prevention Program as required by law. It is located in the main office for review and is available electronically.

In addition, YouthBuild Charter School of California has developed a Covid-19 **Safety Plan**, which includes a Covid-19 Prevention Program and School Guidance Checklist. It is mandatory that all employees read and comply with this policy which is available electronically at www.youthbuildcharter.org.

ERGONOMICS

YouthBuild Charter School of California has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the School will make necessary adjustments to an individual's workstation, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to Human Resources.

CHEMICAL EXPOSURE WARNING

Employees should be aware that work areas might contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure in your work area, contact Human Resources.

SECTION 12 – TERMINATION

VOLUNTARY TERMINATION

YouthBuild Charter School of California will consider an employee to have voluntarily terminated his or her employment if the employee does any of the following: (1) elects to resign from YouthBuild Charter School of California ; (2) fails to return from an approved leave of absence on the date specified without notifying the school for the need for continued leave including failure to communicate with the school; or (3) fails to report for work without notice for three consecutive work days. YouthBuild Charter School of California requests that employees provide at least two weeks written notice of a voluntary termination. All YouthBuild Charter School of California property must be returned immediately upon terminating employment. YouthBuild Charter School of California retains the right to accept resignation immediately and pay the amount of straight time compensation an employee would have earned in lieu of further performance.

INVOLUNTARY TERMINATION

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct or other violations of YouthBuild Charter School of California's Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, pursuant to its at-will policy, YouthBuild Charter School of California reserves the right to

terminate any employee at any time, with or without advance notice and with or without cause.

DISMISSAL, DISCIPLINE, AND TERMINATION OF EMPLOYMENT

YouthBuild Charter School of California reserves the right to terminate any employee at any time, with or without cause or notice and nothing in this policy or handbook alters the at-will nature of employment with YouthBuild Charter School of California.

The following list, while not complete, gives examples of behavior that can result in the immediate termination of employment. Employees should be aware that conduct not specifically listed below also might result in disciplinary action up to and including termination.

- Breaching confidentiality.
- Fighting, violence, or using abusive language or conduct that is hostile or disrespectful to a student, co-worker, supervisor, board member, volunteer, or any other persons associated or served by the school, including parents.
- Falsifying or altering school records or student achievement data
- Violating the school's equal opportunity or harassment policies
- Unauthorized use of school property.
- Unsatisfactory performance, where the employee has been given written notice of the deficiency and an opportunity to cure the deficiency;
- Unfit for service, including the inability to appropriately instruct students or associate with students;
- Insubordination;
- Falsifying or concealing information on employment records, employment information, an employment application, time record, or other YouthBuild Charter School of California record;
- Willfully or maliciously making false statements regarding any co-worker or YouthBuild Charter School of California, making threats or using abusive language toward fellow employees, supervisors, students, parents, or visitors, or otherwise

- violating YouthBuild Charter School of California 's policy concerning workplace violence;
- Theft or the deliberate or careless damage or destruction of YouthBuild Charter School of California property, or the property of YouthBuild Charter School of California 's employees, students or anyone on YouthBuild Charter School of California property;
 - Possessing weapons on YouthBuild Charter School of California 's property at any time or while acting on behalf of YouthBuild Charter School of California ;
 - Refusal to comply with any federal or state regulation or law, or refusal to comply with any YouthBuild Charter School of California policy or procedure;
 - Possession of or being under the influence of illegal drugs or alcohol while performing any professional duties or when publicly representing YouthBuild Charter School of California , such as at a professional conference, or otherwise violating the Drug and Alcohol Policy;
 - Engaging in criminal conduct whether or not related to job performance
 - Gross negligence leading to the endangerment or harm of a child or children;
 - Excessive absenteeism;
 - Willfully violating any safety, health, security, or school policy, rule, or procedure;
 - Reduction in force or school closure.

EXIT INTERVIEWS

All employees who leave employment at YouthBuild Charter School of California will be asked to take part in an exit interview with the Executive Director to communicate their challenges and growth while employed at YouthBuild Charter School of California. Information shared during an exit interview will be treated as confidential.

VERIFICATION AND REFERENCE POLICY

All requests for employment verification, references or personal information verification or disclosures must be directed to Human Resources. Only the Executive Director, Principal, and Human Resources is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees.

With respect to verification requests, YouthBuild Charter School of California will disclose only the dates of employment and the title of the last position held. YouthBuild Charter School of California will verify or disclose additional information about the employee only if the employee provides written authorization for YouthBuild Charter School of California to provide the information. However, YouthBuild Charter School of California will provide information about current or former employees as required by law or court order. YouthBuild Charter School of California will not provide any letters of reference for current or former employees. Please refer all questions about this policy to the <POSITION TITLE>.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

By my signature below, I acknowledge that I have received a copy of YouthBuild Charter School of California's Employee Handbook, on the date indicated below and agree to my at-will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook.

I understand that the Employee Handbook contains important information regarding YouthBuild Charter School of California's expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Employee Handbook does not provide a binding contract, but provides guidelines for personnel concerning some of YouthBuild Charter School of California's policies.

Just as I am free to terminate the employment relationship with YouthBuild Charter School of California at any time, YouthBuild Charter School of California, 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 and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and YouthBuild Charter School of California for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. This is the entire agreement between YouthBuild Charter School of California and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with YouthBuild Charter School of California, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook (including the at-will employment policy).

YouthBuild Charter School of California reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook at any time with or without notice.

Other than YouthBuild Charter School of California Board of Directors, no other entity or person has the authority to modify this employee handbook.

Employee Name (print) _____

Employee Signature: _____

Date: _____