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A small school for kids with BIG ideas

OASIS CHARTER PUBLIC SCHOOL STAFF HANDBOOK 2016-2017

I. Introduction

Oasis Charter Public School is a project of Under Construction Education Network (UCEN) which is a 501(c)3 non-profit corporation. This Handbook summarizes the Oasis Charter Public School's (hereinafter referred to as "School" or "Company") personnel policies applicable to all employees. Please review these policies carefully. If you have any questions about the policies outlined in this Handbook, or if you have any other personnel related questions, whether related to policies specifically addressed in this Handbook, please consult the Executive Director.

This Handbook is intended only as a guide to the School's personnel policies, outlining and highlighting those policies and practices. It is not, therefore, intended to create any expectations of continued employment, or an employment contract, express or implied. This Handbook supersedes any previously issued handbooks, policies, benefit statements and/or memoranda, whether written or verbal, including those that are inconsistent with the policies described herein.

The School reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice (including, but not limited to, areas involving hiring policies and procedures, general work place policies, hours of work, overtime and attendance, standards of conduct, employee benefits, employment evaluation and separation) with or without notice to you.

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

II. Hiring Policies and Procedures

A. At Will Employment

The School is an at-will employer. This Handbook does not in any way reflect a modification to this policy and does not reflect a contract of employment, either express or implied, between you and the School. Employee with less than two years of employment at Oasis Charter Public School remains at-will the first 90 days of employment with no exception, all other employees shall continue employment through the stated school year. The UCEN reserves the right to release an employee from his/her contract upon submission of employee's written notice to terminate this Agreement. A separate individual employment contract may/may not be used to clearly state pay and other individual issues. This contract is used in

conjunction with this Handbook. In any area of discrepancy, the Handbook take precedence over the contract.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to any employee in connection with his/her employment shall require the School to have “cause” or reason to terminate an employee or otherwise restrict the School’s right to terminate an employee at any time for any reason. No School representative is authorized to modify this policy for any employee, unless in writing, signed by both the UCEN president and approved in writing by the Board of Directors.

B. Equal Employment Opportunity Policy

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

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

If you believe prohibited discrimination has occurred, please contact your direct supervisor or the UCEN board president immediately. Reports will be investigated and appropriate corrective action will be taken.

C. Immigration Compliance

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

D. Employee Classification

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

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

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

Full Time: Full time employees are those employees who are scheduled to work at least 40 hours in a week.

Part Time: Part time employees are those employees who are scheduled to work less than 40 hours in a week.

Temporary: Temporary employees are those employees who are hired for a limited time period, or for a specific project, and usually are not employed more than 6 months.

Part time and temporary employees are not entitled to benefits provided by the School. Independent contractors, consultants and leased employees (i.e., those working for an employment agency) 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.

E. First 90 Days of Employment Period

During the first 90 days of employment for every employee, irrespective of classification, employees will not be eligible for or accrue any benefits, except for eligibility under the School's health insurance as required by law. Please see the School's separate health plan eligibility requirements. The inclusion of the initial 90 day period does not change the at-will status of the School's employees.

F. Relationships Between Employees

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

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

G. Certification and Licensure of Instructional Staff

Each of the School's core academic teachers is 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. It is the responsibility of all instructional staff to provide and maintain such certificate, permit or other documentation to the 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 the Executive Director. Staff who are required to meet these state and federal certifications, expertise, and related requirements must maintain such qualifications as a condition of

employment at the School. Nothing in this section is intended to alter the at-will status of the employee's employment.

H. Tuberculosis Testing

Except as provided below, no person shall be employed by the School unless the employee has submitted proof of submission to a tuberculosis risk assessment within the past 60 days, and if tuberculosis risk factors are identified, has been examined to determine that he/she is free of infectious tuberculosis. If no risk factors are identified, an examination is not required. Employees transferring from other public or private schools within the State of California must either provide proof of an assessment and clearance within the previous 60 days or a verification from the previous employer that the person has a certificate on file showing that the person is free from infectious tuberculosis.

Employees who have no identified risk factors or who test negative for tuberculosis infection shall be required to undergo the tuberculosis risk assessment, and if risk factors are identified, the examination, at least once each four years or more often if directed by the governing board upon the recommendation of the local health officer.

The tuberculosis test shall consist of an approved intradermal tuberculin test, or any other test for tuberculosis infection that is recommended by the federal Centers for Diseases Control and Prevention and licensed by the federal Food and Drug Administration, which if positive shall be followed by an X-ray of the lungs in accordance with the Health and Safety Code.

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

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

I. Criminal Background Checks

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

III. General Workplace Policies

A. Prohibition of Harassment and Protection Against Retaliation

1. Policy

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

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

2. Definition of Harassment

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

3. Definition of Sexual Harassment

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

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

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

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

The following are examples of offensive behavior:

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

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

Internal Procedures:

Each Supervisor or Teacher has the responsibility to maintain a work place and educational environment free from any form of sexual or other unlawful harassment. Consequently, should any employee become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action will be taken to address and remediate such conduct.

Any employee who has experienced or is aware of a situation that is believed to be sexually or otherwise unlawfully harassing has a responsibility to report the situation immediately to the Executive Director

located at 1135 Westridge Parkway, Salinas, CA 93907 at telephone number 831-424-9003. If the employee is not comfortable contacting the Executive Director or if that individual is not available, the employee should contact the UCEN Board President in writing at 1135 Westridge Parkway, Salinas, CA 93907. A Harassment Complaint Form may be obtained from the office manager. The UCEN Board President will conduct a prompt investigation and take appropriate corrective action where warranted. Complaints will be handled as discreetly as possible, consistent with the need to investigate effectively and promptly resolve the matter. Complaints relating to discrimination other than employment discrimination must be filed within six months of the alleged discrimination or when the complainant first obtained knowledge of the alleged discrimination, unless an extension has been obtained by the Superintendent of Public Instruction of the State of California.

If the complaint alleges wrongdoing other than employment discrimination, the UCEN Board President will conduct a prompt investigation where the complainant, his/her representative or both, and representatives of the School, may present information relevant to the complaint, and the complainant and School representatives shall have an opportunity to meet to discuss the complaint or to question each other and each other's witnesses. The UCEN Board President shall prepare a written decision, which decision shall contain the findings and disposition of the complaint, including corrective actions if any, the rationale for such disposition, notice of the complainant's right to appeal the decision to the Department of Education, and the procedures to be followed for initiating an appeal to the Department. Within 60 days of receipt of the complaint, the UCEN Board President will send a copy of the written decision to the complainant. Complaints will be handled as discreetly as possible, consistent with the need to investigate effectively and promptly resolve the matter. The UCEN Board President will be knowledgeable of the laws/programs that he/she is assigned to investigate. If the complaint alleges employment discrimination, the School will send it to the Department of Fair Employment and Housing (the "Department") for investigation as required by law.

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

External Procedures: Filing a Complaint with the Department.

Employees or job applicants who believe that they have experienced unlawful employment discrimination may file a complaint directly with the Department. The Department serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes. If the Department finds sufficient evidence to establish discrimination occurred and settlement efforts fail, the Department may file a formal accusation.

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

5. Retaliation Policy

It is in violation of the School's policy for the School or any employee to demote, suspend, reduce, fail to hire or consider for hire, fail to give equal consideration in making employment decisions, fail to treat impartially in the context of any recommendations for subsequent employment that the School may make,

adversely affect working conditions or otherwise deny any employment benefit to an individual because that individual has opposed practices prohibited by law or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing conducted by the Commission or Department or their staff. Any employee retaliating against another employee, applicant or student will be disciplined, up to and including termination.

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

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

B. Workplace Violence

The School takes the safety and security of its employees seriously. The School does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment and/or coercion, that involve or affect the School or that occur, or are likely to occur, on School property. You should report any act or threat of violence immediately to the Executive Director.

C. Open Door Policy

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

D. Drug Free Workplace

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

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

E. Smoking

All School buildings and facilities are non-smoking facilities.

F. Health, Safety and Security Policies

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel.

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

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

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

G. Company Property Inspections

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

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

H. Housekeeping

Employees are expected to keep their work areas clean and organized. Common areas such as lunchrooms and restrooms should be kept clean by those using them. Please clean up after meals and dispose of trash properly.

I. Lactation

Employees may use their meal and/or rest periods for the purpose of expressing breast milk. If required, a reasonable amount of additional time will be provided. Such additional time will be unpaid.

A private place to express breast milk, other than a toilet, will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. Please see Human Resources for more information.

J. Employees Who Are Required to Drive

When employees are required to drive their own vehicle on approved School business, they are required to show proof of a current, valid license and proof of current, effective insurance coverage to **Office Manager**. If the employee is transporting students and/or co-workers, the School may identify the required minimum insurance coverage necessary above limits required by law. If an employee's license is revoked or he/she fails to maintain personal auto insurance coverage, the School retains the right to transfer to an alternative position, suspend, or terminate that employee. Reimbursement rates for driving School approved business in private vehicles will be at the rate established by the Internal Revenue Service.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use must refrain from using their phone while driving unless they are using a hands-free device. Thus, unless an employee is using a hands-free device in a safe-manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by the School or not, are also expected to abide by the provisions above.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability.

Violations of this policy will be subject to disciplinary action, up to and including termination.

K. Soliciting/Conducting Personal Business While on Duty

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

L. Use of Company Communication Equipment and Technology

All School owned communications equipment and technology, including computers, electronic mail systems, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of the School and are provided to the employee to carry out business on behalf of the School, unless previously authorized for non-business use. Employees

have no expectation of privacy in any communications made using School owned equipment and technology. Communications (including any attached message or data) made using School owned communications equipment and technology are subject to review, inspection and monitoring by the School.

Additionally, the School uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by minors, images harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

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

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

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

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

M. Participation in Recreational or Social Activities

Employees may participate in activities sponsored by or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's

participation in social and recreational activities is at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these activities.

N. Personnel Files and Record Keeping Protocols

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

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. 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 Executive Director.

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.

IV. Hours of Work, Overtime and Attendance

A. Work Hours and Schedules

The School's normal working hours are from 8:00 AM - 4:30 PM, Monday through Friday. Teachers are expected to be on site at least 30 minutes before the instructional day begins and remain on site at least 60 minutes after the instructional day ends. The work schedule for full-time non-exempt employees is normally 40 hours per week. Your supervisor will assign your work schedule.

B. Overtime

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

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

C. Make Up Time

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

Make up time is strictly voluntary.

D. Work Breaks

Non-exempt School employees who work more than five (5) hours in one day are allowed one 30 - 60 minute unpaid and uninterrupted meal break. Non-exempt employees must take their meal break within the first five hours of work during a working period. If the employee works six (6) hours or less in a day, the employee and employer may mutually agree in writing to waive the meal period. Meal breaks should be noted on the employee's time card.

Non-exempt employees must take two ten-minute paid break periods for each full workday, as close as practicable to the mid-point of any continuous four (4) hour work period. Non-exempt employees should contact the Executive Director to schedule their meal and break periods. Rest breaks are not to be noted on the employee's time card.

During an employee's meal or rest period, employees are prohibited from working and are excused from all duties. Employees are not allowed to join together meal or rest periods for longer breaks and are not allowed to skip a meal or rest period in order to start work later or leave work earlier.

In the event that an employee believes that he/she cannot take a meal or rest period, or he/she cannot take the full meal or rest period, the employee must notify the Executive Director in advance when possible (if not possible, as soon as possible) so that proper measures may be taken.

E. Pay Days

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

Full Time certificated employees may elect to have their salary spread over the school year or a 12 month period.

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

F. Payroll Withholdings

The School is required by law to withhold the following from each employee's pay as follows:

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

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

Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.

State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

STRS/PERS: This retirement contribution may/may not be deducted depending on your eligibility.

Benefits: This amount will be the excess of the optional insurances selected over the Employee Health Insurance benefit that is paid by the school.

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

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

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

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

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

G. Attendance Policy

Employees are expected to adhere to regular attendance and to be punctual. If you find it necessary to be absent or late, you are expected to arrange it in advance with the Executive Director. If it is not possible to arrange your absence or tardiness in advance, you must notify the Executive Director no later than one hour before the start of your workday. If you are a teacher, you are welcome to suggest your preference for a qualified substitute to cover your class for the day. The substitute teacher must be approved by the Executive Director. If you are absent from work longer than one day, you are expected to keep the Executive Director sufficiently informed of your situation.

Excessive absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination. An absence or tardiness without notification to the Executive Director will lead to disciplinary action, up to and including termination.

If you fail to come to work for three consecutive work days without authorization, the School will presume that you have voluntarily terminated your position with the School at the close of business of the third missed day.

H. Time Records

Time records must be accurately kept reflecting all regular hours and overtime hours worked and meal periods taken by non-exempt employees. Time records must be signed by employees, verifying and

attesting to the truth of the information contained therein. All absences, tardies and overtime must be accurately reflected on the time record.

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

I. Mandatory Training and Meetings

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

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

All mandatory trainings, lectures and meetings will be identified as such. The School will not pay non-exempt employees for attendance at voluntary trainings. If you are unsure about the characterization of an offered training, lecture or meeting, please contact the Executive Director before attending.

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

V. Standards of Conduct

A. Personal Appearance

It is the policy of the School that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation. Employees who have regular contact with students and the public must comply with the following personal appearance standards:

1. Employees are expected to dress in a manner that is normally acceptable in similar educational establishments. Employees should not wear suggestive attire, torn jeans, athletic clothing, shorts, sandals, T-shirts, baseball hats and similar items of casual attire that do not present a businesslike appearance.
2. Dresses, skirts and split skirts should not be too revealing and should be professional in appearance, length and fit. Some examples of inappropriate attire are: Mini skirts, dresses or skirts with excessively high slits, excessively tight or loose clothing, clothing that reveals clothing or skin on the mid-section of the body. Low-cut tops, bare midriff or short skirts are inappropriate dress for school.
3. Shoes should be clean and in good repair. Very casual footwear and beach footwear is not permitted. Examples of inappropriate footwear include slippers, thongs or beach shoes, excessively high spiked heels.

4. Tattoos and body piercings (other than earrings) should not be visible. Any exceptions from this policy must be approved by the Executive Director.

Employees are expected to wear clothes that are neat, clean and professional while on duty. Employees are expected to appear well groomed and appear within professionally accepted standards suitable for the employee's position, and must at all time wear shoes.

B. Student Safety

In accordance with the School's policies providing student safety, including those covering anti-harassment, anti-discrimination, anti-intimidation and anti-bullying, each employee is expected to assist in maintaining a safe student environment. Thus, each employee is required to take immediate steps to intervene when it is safe to do so if the employee witnesses an act of discrimination, harassment, intimidation or bullying of a student. The employee is also required to report such actions to the [insert title of administrator here] as soon as practicable.

C. Prohibited Conduct

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

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

- Acts of discrimination or illegal harassment based on gender, ethnicity or any other basis protected by state or federal law
- Failure to comply with the School's safety procedures
- Insubordination
- Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School
- Violations of federal, state or local laws affecting the organization or your employment with the organization
- Unacceptable job performance
- Dishonesty
- Failure to keep a required license, certification or permit current and in good standing
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record
- Unreported absence of any three consecutively scheduled workdays
- Unauthorized use of School equipment, materials, time or property
- Working unauthorized overtime or refusing to work assigned overtime
- Abuse of sick leave
- Sleeping or malingering on the job
- Any conduct that has gained sufficient notoriety so as to impair employee's on-campus relationships

D. Confidential Information

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

Employees are encouraged and invited to be involved in decision making meetings with supervisors. Information discussed at these meetings is meant to be confidential and is not to be shared with those who were not in attendance.

E. Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations that he or she believes may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual

or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts related to a potential or actual conflict of interest shall constitute grounds for disciplinary action.

F. Child Neglect and Abuse Reporting

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to a police or sheriff's department or the county welfare office. Child abuse is broadly defined as "a physical injury that is inflicted by other than accidental means on a child by another person." School employees are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect.

Child abuse should be reported immediately by phone to one of the above agencies. The phone call is to be followed by a written report prepared by the employee within thirty-six (36) hours. There is no duty for the reporter to contact the child's parents.

Reporting the information regarding a case of possible child abuse or neglect to your supervisor, the School principal, a School counselor, coworker or other person shall not be a substitute for making a mandated report to the appropriate agency.

G. Outside Employment

Employees are required to inform the School, and receive approval, before accepting any employment or consulting relationship with another person or entity while employed by the School. While the School does not uniformly prohibit outside employment, employees will not be permitted to accept outside work that is competitive with the School, that creates a conflict of interest or that interferes with the employee's work for the School.

H. Expense Reimbursements

The School will reimburse employees for certain reasonably necessary expenses incurred in the furtherance of School business. This would normally be authorized school material purchases or travel expenses incurred while on assignments away from the school site. In order to be eligible for reimbursement, expenses must have been previously approved in writing by the Executive Director. All reimbursement forms must be complete and submitted to the Executive Director.

VI. Employee Benefits for Full Time Eligible Employees

A. Holidays

The School provides holidays off as stated in the official school calendar.

B. Paid Days when School is not in session

There are student vacation days and student minimum days during the school year as stated in the official school calendar. Most of these student vacation days are also allowed time off for employees. There are some student minimum or vacation days that are scheduled work days for employees to allow time for employee meetings and collaboration. It is not permissible to add PTO or sick days to extend student vacation time. Full and part time non-exempt employees are not paid for these days off.

C. Paid Time Off (PTO) when School is in session

Eligible full-time employees accrue 5 days of Paid Time Off (PTO) on a pro-rata basis. Employees who work less than 40 hours per week do not accrue PTO. No employee will receive pay in lieu of vacation, except as required by law. Employees may not borrow against unearned PTO. No PTO accrues during unpaid leave of absence or while on disability salary continuation. PTO accruals recommence when the employee returns to work. PTO accruals may not exceed 5 days. Once the maximum is reached, all further accruals will cease. PTO accruals will recommence after the employee has taken PTO and his/her accrued hours have dropped below the maximum. Three days advanced notice is required to be eligible to use PTO. This time may be used for family leave, additional bereavement time over allowed time, jury duty, additional sick time if sick days are exhausted, personal or professional workshops/development, etc. but **may not be used for additional vacation time**. A maximum of one day may be used for personal reasons without excuse. Please consult the Executive Director in advance to discuss the appropriateness of your reason. A minimum of half day may be used for personal reasons.

D. Sick Leave

Sick leave is a benefit provided by the School that eligible full time 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 or vacation**. Employees are encouraged to make medical and dental appointments outside of student contact time. In the event this is not possible, time off for medical and dental appointments will be treated as sick leave. . The School will not tolerate abuse or misuse of your sick leave privilege.

Sick leave may only be used for the following purposes, upon oral or written request of an employee:

- Diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or his/her family member (defined as child, parent (adoptive, foster, step parents and legal guardians included), spouse, registered domestic partner, grandparent, grandchild and sibling)
- For an employee who is a victim of domestic violence, sexual assault or stalking and for the purposes described in Labor Code sections 230(c) and 230.1(a) relating to obtaining relief therefrom

An employee may use up to one-half of the employee’s annual accrual to attend to the illness of his or her family member.

At the beginning of each school year, all employees are awarded twenty-four (24) hours of paid sick leave. Full-time employees continue to accrue paid sick leave on a proportional basis over the remainder of the school year until reaching an equivalent of five work days, at which point, accrual stops. Part-time employees accrue no sick leave beyond twenty-four hours. Unused paid sick leave does not carry over from year to year.

New employees are awarded twenty four hours of sick leave at the beginning of employment, but are not eligible to use it for the first 90 days of employment. New full-time employees hired after the beginning of the school year will accrue paid sick leave at the same rate as if the employee worked the entire school year and may not actually accrue the equivalent of ten paid sick days.

Employees may determine how much paid sick leave he or she needs to use; provided that any leave taken is no less than four hours. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need is unforeseeable, the employee must provide notice of the need

for the leave as soon as practicable. Please contact **Executive Director** to schedule or report the need for paid sick leave.

Accrued and unused sick leave is not paid out upon termination, resignation, retirement or other separation from employment. The School will provide employees with written notice setting forth the amount of paid sick leave available.

If you are absent longer than 3 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, you may be disciplined up to and including termination. Once an employee has exhausted sick leave, the employee may use any unused PTO and after both are exhausted, 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. A minimum of half day may be used for sick leave.

E. Unpaid Leaves of Absence

The School recognizes that special situations may arise where an employee must leave his or her job temporarily. Under certain circumstances, the School may grant leaves of absence to employees. Employees must submit requests for leaves of absence in writing to the Executive Director as far in advance as is practicable. Excused sick days in excess of paid sick days and days off in excess of PTO days will be considered as an unpaid leave of absence.

While on leave, employees should occasionally keep in contact with the Executive Director and must notify the Executive Director if the date to return to work changes. If an employee's leave expires and fails to return to work without contacting the Executive Director, it will be presumed that the employee abandoned his/her position with the School and employment may be terminated. If an employee is unable or unwilling to return to work at the expiration of his/her leave of absence, his/her employment may be terminated.

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

While out on a leave of absence, employees may not accept employment with another company or person unless agreed to in advance in writing by the School's Executive Director. Acceptance of employment in violation of this policy will be considered an abandonment of the employee's position with the School, and employment may be terminated. Employees shall not apply for unemployment compensation insurance while out on leave.

Payroll deduction for unpaid leave will be calculated as follows: Contracted yearly salary divided by contracted days of work in the school year equals amount deducted for each day missed when school is in session.

F. Insurance Benefits

1. Health Insurance

Full time employees are provided health insurance benefits for themselves in accordance with the School's health insurance plan as set forth in the Summary Plan Description ("SPD"). The employee may elect to purchase optional dependent coverage. You can receive summary description of the school's benefit plan from the payroll administrator. The employee's portion of monthly premiums for optional coverage will be deducted from the employee's paycheck.

Health Insurance benefits will cease on June 30th of each year unless a new contract is offered and accepted to be employed for the following school year. In the event an employee is offered a new contract and they accept and sign the new contract, UCEN will continue to pay the health insurance benefit premium during the summer break. The optional dependent care portion of the premium during the summer break will be paid by UCEN and reimbursement will be taken out of the first paycheck of the new school year.

Unless otherwise mandated by law, employees on a leave of absence of more than 30 days are responsible for selecting continuing health coverage and paying the full premium for such coverage. The School's contribution to offset the cost will cease. Failure to timely request and pay for such coverage will result in the loss of coverage.

2. Disability Insurance

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

3. Family Leave Insurance

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

4. Workers' Compensation Insurance

Eligible employees are entitled to Workers' Compensation Insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee. Employees are required to report any accidents and/or injuries occurring on the job to the Office Manager immediately so that the required reports can be completed.

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

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

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

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

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

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

In the event that workers compensation is paying a portion of your salary for a temporary or permanent injury on the job, Oasis will make up the difference from your Net wages prior to the injury to the workers compensation rate. This difference will be paid until your return to work or the end of your current contract, whichever is first.

5. Family Care and Medical Leave

When and in the event that Oasis hires 50 or more employees, the School shall comply with the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), both of which require the School to permit each eligible employee to take up to 12 work weeks of leave in any 12-month period for the birth or adoption of a child, the employee's own serious health condition or for the serious health condition of the employee's child, parent or spouse. For ease of reference in this policy, all leave taken under both FMLA and CFRA will be referred to as "FMLA leave."

Eligible Employees

Employees may be eligible for FMLA leave if they have:

- Been employed by the School for at least 12 months; and
- Worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave; and
- Work at a location in which the employer has at least 50 employees within 75 miles radius of the employee's work site.

Reasons for Taking Leave

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

- Care for the employee's newborn child or a child placed with the employee for adoption or foster care;
- For your own serious health condition that makes the employee unable to perform any one or more of the essential functions of his or her job;
- To care for an active duty member of the Armed Forces who is your spouse, son, daughter or parent and who is undergoing medical treatment, recuperation or therapy, in outpatient status or on the temporary disability retired list for serious injury or illness;
- For a qualify exigency arising out of the fact that your spouse, son, daughter or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- Care for a spouse, child or parent with a serious health condition

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

An employee that takes leave may elect, or the School may require the employee, to substitute any of the employee's accrued PTO leave or other accrued time off (if any) during this period or any other paid or unpaid time off negotiated with the School. If an employee takes leave because of the employee's own

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

Length of FMLA Leave

Leave can be taken in one or more periods, but may not exceed 12 work weeks in any 12-month period as measured from the date an employee's first FMLA/CFRA leave begins. Leave taken for a pregnancy disability is not included in this 12 week calculation.

12 work weeks means the equivalent of twelve of the employee's normally scheduled work weeks. For a full-time employee who works five eight-hour days per week, 12 work weeks means 60 working and/or paid eight-hour days. The 12-month period in which 12 weeks of leave may be taken is the 12-month period immediately preceding the commencement of any FMLA leave.

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

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

Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. Payment of premiums while on FMLA leave remains the same as if the employee were not on leave. Thus, the employee is required to pay any premium payments for him/herself and dependents during leave that would have been made if he/she were not on leave, while the School continues to pay the benefits at the same level as if the employee were not on leave. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

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

Medical Certifications

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

If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

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

Procedures for Requesting and Scheduling FMLA Leave

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

Employees should provide not less than 30 days-notice or if such notice is not possible, as soon as is practicable, for foreseeable childbirth, placement or any planned medical treatment for the employee or his/her spouse, child or parent. Failure to provide such notice is grounds for denial of a leave request, except in situations where the need for FMLA leave is an emergency or otherwise unforeseeable.

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he/she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

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

Return to Work

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

Before an employee will be permitted to return from FMLA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.

6. Pregnancy Disability Leave

The School complies with the requirements of the California Pregnancy Disability Act, in addition to other family and medical leaves required by law. The School will give each female employee an unpaid leave of

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

Eligibility

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

Reasons to Take Leave

The employee is entitled to take up to four months of pregnancy disability leave if the employee is actually disabled by her pregnancy, childbirth or a related medical condition. This includes time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth and any related medical condition. Generally, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness).

Length of Pregnancy Disability Leave

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

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

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider. If an employee requires intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

Pay During Pregnancy Disability

An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued PTO during the otherwise unpaid leave period. The receipt of PTO pay, sick leave pay or state disability insurance benefits will not extend the length of pregnancy disability leave.

Employee Benefits

The provisions of the School's various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. When a request for pregnancy disability leave is granted, the School will give the employee written confirmation of his/her eligibility to continue the various employee benefit plans and if appropriate, will confirm the arrangements made for the payment of insurance premiums during the leave period. Payment of premiums while on pregnancy disability leave remains the same as if the employee were not on leave. Thus, the employee is

required to pay any premium payments for him/herself and dependents during leave that would have been made if he/she were not on leave, while the School continues to pay the benefits at the same level as if the employee were not on leave. Once the pregnancy disability leave has expired, the employee may, depending upon other leave requirements, be expected to pay for her premiums beyond her pregnancy disability leave.

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

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

Medical Certifications

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

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

Requesting and Scheduling Pregnancy Disability Leave

An employee should request pregnancy disability leave by completing a Request for Leave form (available from the payroll administrator) and submitting it to the Executive Director. Employees should provide not less than thirty (30) days or if such notice is not possible, as soon as is practicable if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

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

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

Return to Work

Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at the time reinstatement is requested) because of legitimate business reasons unrelated to the pregnancy disability

leave or if the means to preserve the position would substantially undermine the School's ability to operate the business safely and efficiently.

If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available or filling the available position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently.

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

Before an employee will be permitted to return from a pregnancy disability leave, the employee must obtain a certification from her healthcare provider that she is able to resume work. If the employee can return to work with limitations, the School will evaluate those limitations, and if possible, will accommodate the employee as required by law.

7. Medical Leave of Absence

At the discretion of the Executive Director, an unpaid medical leave of absence may be granted to employees who are not eligible for other leaves.

8. Personal Leave of Absence

The School recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the Executive Director may allow PTO to be used or grant an employee unpaid leaves of absences. Depending on the length of leave, taking an unpaid personal leave of absence may affect your eligibility for employee benefits, including medical benefit plan coverage. More details are outlined in the "Unpaid Leave of Absence" section above.

9. Funeral/Bereavement Leave

Employees may use PTO 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 time off than allotted PTO for bereavement leave, the employee may request additional unpaid leave which may be granted at the discretion of the Executive Director.

10. Military Leave of Absence

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

When the employer has at least 25 employees, the employees may be eligible for as many as 10 unpaid days off when their spouse is on leave from military deployment during a period of military conflict. A qualified employee is one who works more than 20 hours per week and whose spouse is a member of the Armed Forces, National Guard or Reserves who has been deployed during a period of military conflict. In

order to qualify for the leave, the employee must notify the School within two days of receiving official notice that his or her spouse will be on leave from deployment and must provide written documentation certifying that the spouse will be on leave from deployment.

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

11. Drug and Alcohol Rehabilitation Leave

The School will reasonably accommodate an employee who voluntarily enters and participates in an alcohol or drug rehabilitation program, including potentially providing unpaid leave to participate in the program. The School will not pay for the costs incurred in attending a rehabilitation program. An employee who wishes to identify him or herself as an individual in need of the assistance of an alcohol or drug rehabilitation program may contact the Executive Director. The School will take all reasonable steps necessary to maintain the employee's privacy in this situation. The employee may use accrued sick leave or accrued PTO, if any, during requested leave.

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

12. Time Off for Adult Literacy Programs

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

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

13. Time Off to Attend Child's School Discipline

Any employee who is a parent or legal guardian of a child that has received written notice from the child's school requesting his or her attendance at a disciplinary conference is entitled to take unpaid leave to attend the conference. Please contact the Executive Director to determine eligibility and scheduling before taking any leave to attend a disciplinary conference. Accumulated PTO may be used

14. Time Off to Attend Child's School Activities

Employees that are parents, guardians, stepparents, foster parents or grandparents to, or a person who stands in loco parentis to, a child in kindergarten, grades 1-12 or with a child in a licensed day care facility, may wish to take unpaid time off to visit the school of your child for a school activity, including finding, enrolling or reenrolling the child in a school or with a licensed child care provider, or to address a child care provider or school emergency. Employees may take off up to eight hours each calendar month (up to a maximum

of 40 hours each school year), provided the employee gives reasonable notice to the Company of the planned absence. The School requires documentation from the school noting the date and time of your visit. Accumulated PTO may be used

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

15. Time Off to Serve as Election Official

Any employee who serves as an election official is eligible for unpaid leave on election day for purposes of service. Please notify the Executive Director of your commitment to act as election official as far in advance as possible. Accumulated PTO may be used

16. Time Off for Jury and Witness Duty

The School will provide employees unpaid 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 to comply with a valid subpoena or other court order. Please notify the Executive Director of your commitment to serve on a jury or as a witness as far in advance as possible. Accumulated PTO may be used.

17. Time Off for Victims of Crime or Domestic Violence

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

18. Time Off for Victims of Crime

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

19. Time Off for Volunteer Firefighters, Reserve Peace Officers or Emergency Rescue Personnel

Employees who perform emergency duties as volunteer firefighters, reserve peace officers or emergency rescue personnel will be given time off as necessary in accordance with the law. Employees are requested to alert the Executive Director of their status as volunteer firefighters, reserve peace officers or emergency rescue personnel so that the School will have advanced notice of the employee's potential need to leave the

School in the event of an emergency. Any time an employee must perform emergency duties, he/she must notify the Executive Director before leaving the School's premises. Accumulated PTO may be used.

20. Time Off for Voting

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

21. Workers' Compensation Leave

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

22. Time Off for Civil Air Patrol

Eligible employees who are volunteer members of the California Wing of the civilian auxiliary of the US Air Force, commonly known as the Civil Air Patrol, who have been directed by the US Air Force, the California Emergency Management Agency or other authorized state agency to respond to an emergency operational mission are entitled to 10 days per calendar year of unpaid leave. Leave for a single emergency operational mission shall not exceed three days, unless an extension of time is granted by the authorizing governmental entity and the extension is approved by the School.

An eligible employee requiring Civil Air Patrol leave must give the School as much notice as possible of the intended dates upon which the leave will begin and end. Please notify [insert title of position for the notice] of requested leave under this section. The School may require certification from the proper Civil Air Patrol authority to verify the employee's eligibility and may deny the leave if the employee fails to provide the required certification.

23. Time Off for Bone Marrow and Organ Donation Leave

Employees are given up to 30 business days paid leave of absence in any one year period for the purpose of donating an organ to another person and a 5 business day paid leave of absence in any one year period for the purpose of donating bone marrow to another person. The year period is calculated from the date the employee's leave begins and consists of 12 consecutive months. The leave may be taken in one or more periods. These leaves will not run concurrently with CFRA or FMLA leave.

If the donating employee has any accrued, unused sick or PTO days, the employee is required to use up to five of these days for bone marrow donations and up to 10 of these days for organ donations. The School will maintain and pay for health care coverage for the full duration of the leave as if the employee were still at work.

The employee shall provide verification to the School that he or she is an organ or bone marrow donor and that there is a medical necessity for the leave. The employee shall notify Human Resources as far in advance of the leave as is practicable.

VII. Employment Evaluation and Separation

A. Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by the Executive Director as well as a self-evaluation. Performance evaluations will be conducted at least annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions 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 Executive Director, and that you are aware of its contents. The evaluation system in no way alters the employment at-will relationship.

Newly hired employees will have their performance goals reviewed by the Executive Director within the first 90 days of employment.

B. Discipline

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

C. References

All requests for references and employment verifications must be promptly directed to the Executive Director. When contacted for a reference or employment verification, the School will provide information concerning dates of employment and the title of the last position held. The Executive Director may or may not elect to write a personal letter of recommendation. Other employees may not provide any employment verifications or act as a reference for any other employees as a representative of the School. Other employees may provide a personal letter of recommendation.

ACKNOWLEDGEMENT OF HANDBOOK AND AT WILL EMPLOYMENT

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

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

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

Employee's Name: _____

Employee's Signature: _____

Date: _____

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