

I. Introduction

This Handbook summarizes the Mojave River Academy's Charter 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 Director or Designee.

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 workplace 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 your supervisor. 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

Unless expressly agreed upon in writing by you and the School, signed by you, the Director or Designee AND approved in writing by the Board of Directors, employment with the School is at-will. In either case, this Handbook does not in any way reflect a modification to this policy and does not constitute a contract of employment, either express or implied, between you and the School. Accordingly, unless otherwise identified in a specific employment agreement, either the employee or the School may terminate this relationship at any time, for any reason, with or without cause, and with or without notice. If you are unsure of your employment status, please consult your supervisor.

Nothing contained in this Handbook, the employment application, School memoranda or other materials provided to any employee in connection with his/her employment, other than a signed, approved employment contract, 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 Director or Designee AND approved in writing by the Board of Directors.

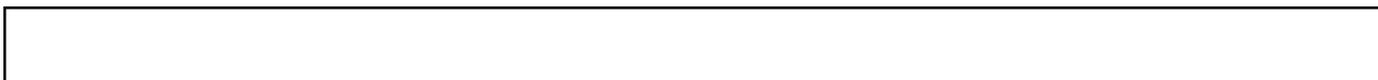
B. Equal Employment Opportunity Policy

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, genetic information, gender identity and expression, gender related appearance and behavior, 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 Director or Designee and request such an accommodation.

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



C. Immigration Compliance

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

D. Employee Classification

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

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

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

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

Part Time: Part time employees are those employees who are scheduled to work 29 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 1 month.

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 your supervisor.

E. Relationships Between Employees

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

An employee should not be in a supervisory role with another employee who is a relative (i.e., sibling, parent, spouse, domestic partner, etc.). Supervisors should avoid situations that result in actual or perceived conflicts of interest with supervised employees and situations of favoritism.

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

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

F. Certification and Licensure of Instructional Staff

Each of the School's core academic teachers may be required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold and may be required to meet certain federal requirements related to subject-matter expertise in order to meet federal requirements for "highly qualified teachers." Paraprofessional staff may also be required to document that they meet federal requirements for paraprofessional staff.

It is the responsibility and a condition of continued employment of all instructional staff, including teachers and paraprofessionals to maintain and keep current such certificates, permits or other documentation and provide to the Director or Designee 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 Director or Designee. Staff members who are required to meet these state and federal certification, expertise, and related requirements must maintain such qualifications as a condition of employment at the School. Nothing in this section is intended to alter that at-will status of the employee's employment.

G. 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 examination 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.

H. Criminal Background Checks

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

II. General Workplace Policies

A. Prohibition of Harassment/Discrimination 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 and discrimination based on such factors as race, religion, creed, color, ethnicity, national origin, ancestry, age, medical condition, genetic information, gender identity and expression, gender related appearance and behavior, marital status, sex, sexual orientation, citizenship

status, disability, military and veteran status, status as a victim of the crimes enumerated in Labor Code section 230.5, or any other category protected by law. The School will not condone or tolerate harassment or discrimination 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 or discrimination and take appropriate corrective action, if warranted.

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

2. Definition of Harassment

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

3. Definition of Sexual Harassment

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

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

decision affecting the individual regarding benefits and services, honors, programs or activities available at or through the School..

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

The following are examples of offensive behavior:

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

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

Internal Procedures:

School Level Investigation: Each Site Administrator has the responsibility to maintain a work-place and educational environment free from any form of sexual or other unlawful harassment. Consequently, should the Administrator become aware of any conduct that may constitute sexual harassment, discrimination or other prohibited behavior, immediate action will be taken to address and remediate such conduct.

Any employee who has experienced or is aware of a situation that is believed to be sexually or otherwise unlawfully harassing has a responsibility to report the situation immediately to the Site Administrator at 760-245-3222. If the employee is not comfortable contacting the Site Administrator, or if that individual is not available, the employee should contact the Director or Designee at 760-245-3222. A Harassment Complaint Form may be obtained from the Site Administrator. The Site Administrator 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.

If an employee has a complaint regarding an alleged violation of federal or state law or regulations governing educational programs (including but not limited to Consolidated Categorical Aid Programs, Migrant Education, Special Education Programs), including allegations of unlawful discrimination not involving employment, the employee should utilize the Uniform Complaint Procedure adopted by the School.

Any employee found to have participated in improper harassment or discrimination 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 of Fair Employment and Housing (DFEH). 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 or take actions that are materially adverse against an individual because that individual has opposed practices prohibited by law or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing conducted by the 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; filing a complaint with the Department, 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 your supervisor or designee.

C. Open Door Policy

The School wishes to provide the most positive and productive work environment possible. To that end, it has an open door policy where it welcomes your questions, suggestions or complaints relating to your job, conditions of employment, the School or the treatment you are receiving. Other than in situations involving harassment (as outlined and described above), please contact your supervisor or designee with your questions or concerns. If the situation is not resolved to your satisfaction, please contact the Director or Designee 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.

The School may conduct unannounced searches of School property from time to time for alcohol, illegal drugs, drug paraphernalia and/or unauthorized controlled substances, or to ensure compliance with any other School-related policy. This includes desks, storage areas, and rooms normally used to store employees' personal property. Employees are expected to keep all prescribed medicine in its original container, which should identify the drug, date of prescription and the prescribing doctor.

The School may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol. Such testing will be conducted if two or more supervisors, employees, or medical personnel observe an employee acting in such a manner to raise suspicion that the employee is under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

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. The School maintains an Injury and Illness Prevention Program, which is kept by the Site Administrator and is available for your review.

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

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

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

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 school provided 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 Site Administrator or Designee. 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. 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, internet access 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 Site Administrator or Designee 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 while on duty 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. Employee Blogs and Social Media

If an employee decides to keep a personal blog, or use other social media, that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including its computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be adhered to;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf, unless authorized in writing by the Director or Designee.
- Employees are not authorized to publish any proprietary, financial marketing, strategic or other confidential business information belonging to the School that is clearly defined and does not relate to terms and conditions of employment; ;
- Employees are prohibited from making, racist, sexist or otherwise discriminatory and create a hostile work environment;
- Employees must comply with all School policies, including, but not limited to, rules against sexual harassment and retaliation;
- Employees should not make threats of violence or remarks that are obscene, malicious or bullying with relation to the School, students, co-workers, supervisors, parents and/or other School associated persons or entities;
- Employees should not spread rumors or other disparaging statements about the School, co-workers, students, supervisors, parents and/or other School associated persons that the employee knows to be false;
- Nothing in this handbook is intended to limit an employee's ability to discuss wages, hours, terms and conditions of employment or to their right to self-organize or join labor organizations or any other protected activities under the National Labor Relations Act.

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

N. 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.

O. Personnel Files and Record Keeping Protocols

At the time of your employment, a personnel file is established for you. Please keep Director of Personnel or Designee 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. A request for inspection or copying of information contained in the personnel file must be directed to Director of Personnel or Designee.

The School will restrict disclosure of your personnel file to authorized individuals within the School. Only the Director of Personnel or Designee 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.

III. Hours of Work, Overtime and Attendance



A.

Work Hours and Schedules

The School's normal working hours are from 7:15-4:15 Monday through Friday. 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 pre-authorized in writing by the Director or Designee.

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 duty free 30 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 employer and employee 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, or major fraction thereof. Non-exempt employees should contact Site Administrator 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

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

For certificated employees, paydays are scheduled on the 1st of each month, 11 months a year. The school has adopted 11 equal payments. Each paycheck reflects an amount equal to your salary, divided by 11 because the charter schools pay in 11 equal monthly payments. Each paycheck reflects earnings for each month, less 1/11th amount to be paid to you in July the following calendar year, assuming continued employment.

You should promptly notify your site 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 Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

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

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

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

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

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask the site 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 site 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 Director of Personnel or Designee. 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 Site Administrator. If it is not possible to arrange your absence or tardiness in advance, you must notify Site Administrator no later than one-half hour before the start of your workday. If you are a teacher, you are also responsible to arrange for a qualified substitute to be approved by the Site Administrator. If you are absent from work longer than one day, you are expected to keep Site Administrator 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 Site Administrator 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.

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.

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 Site Administrator 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.

IV. Standards of Conduct

A. Personal Appearance

Employees are expected to wear clothes that are neat, clean and professional while on duty. Employees are expected to appear well groomed and appear within professionally accepted standards suitable for the employee's position, and must at all time wear shoes. Your Site Administrator will inform you of any specific dress requirements for your position. Employees may not display tattoos on their bodies. If an employee has a tattoo that is visible, it is the employee's responsibility to ensure that it is not visible during working hours.

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 student safe 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 principal 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

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.

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 Sheriff Department or Child and Family Services. Child abuse is broadly defined as “a physical injury that is inflicted by other than accidental means on a child by another person.” School employees are required to report instances of child abuse when the employee has a “reasonable suspicion” that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect.

Child abuse should be reported immediately by phone to a Sheriff Department or Child and Family Services. The phone call is to be followed by a written report prepared by the employee within thirty-six

(36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents.

Reporting the information regarding a case of possible child abuse or neglect to your supervisor, the School principal, a School counselor, coworker or other person shall not be a substitute for making a mandated report to Sheriff Department or Child and Family Services.

G. Outside Employment

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

H. Expense Reimbursements

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

V. Employee Benefits

A. Vacation

Certificated: Are exempt from vacation time accrual.

Classified: Employees may roll up to 40 hours of accrued vacation time annually. Early termination status employees receive compensation based on earned vacation time and are paid on the earliest pay period.

B. Sick Leave

Sick leave is a benefit provided by the School that employees accumulate in order to provide a cushion for incapacitation due to illness or injury. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for "personal" absences. 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.

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 ten 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 one hour. 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 Site Administrator or Designee 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.

C. Insurance Benefits

1. Health Insurance

Benefit eligibility may be dependent upon your employee classification (full-time versus part time, for example) and on length of continuous employment at Mojave River Academy Schools Benefit eligibility requirements may also be imposed by the plans themselves.

Upon becoming eligible for certain employee benefit plans, you will receive Summary Plan Descriptions which describe the benefits in greater detail. For information regarding employee benefits and to answer any questions you may contact the Director of Administrative Services.

The Oro Grande School District reserves the right to modify, amend or terminate benefits and to modify or amend benefit eligibility requirements at any a time and for any reason, subject to any legal restrictions.

The Oro Grande School District offers the following employee benefits to Full-time employees (40 hours per week):

- Health Insurance
- Dental Insurance
- Vision Insurance
- Retirement Plan
- Life Insurance

Subject to annual revision

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 Mojave River Academy District Office.

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 Mojave River Academy District Office.

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. Oro Grande School District, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers compensation benefits provided to injured employees may include:

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

To ensure that you receive any workers compensation benefits to what 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 *Employees Claim for Worker's Compensation Benefits (DWC Form 1)* and return it to Assistant Superintendent of Personnel / HR, Director of Administrative Services; and
- Provide the School District with a certification from your healthcare provider regarding the need or workers compensation disability leave, as well as your eventual ability to return to work from leave

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave begins, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstate than if the employee had been the continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had she or he not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the school district's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, the School District's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

The law requires Oro Grande School District to notify the workers' compensation insurance School District of any concerns of any false or fraudulent claims.

Workers' Compensation and FMLA/CFRA: Employees who are ill or injured as a result of a work-related incident, and who are eligible for Family and Medical Leave under state and federal law (Family Medical Leave Act (FMLA) and the California Rights Act (CFRA)), will be placed on FMLA/CFRA during the time they are disabled and not released to work. The leave under these laws run concurrently, and eligible employees will be on FMLA/CFRA for a maximum of 12 weeks in a 12 month period Fiscal Year.

D. Leaves of Absence

Under certain circumstances, the School may grant leaves of absence to employees. Employees must submit requests for leaves of absence in writing to **their supervisor**, occasionally keep in contact with **their supervisor** and must notify **their supervisor** if the date to return to work changes. If an employee's leave expires and they fail to return to work without contacting **their supervisor**, 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 **their supervisor** 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 Director of Personnel. 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.

1. Family Care and Medical Leave

Mojave River Academy complies with the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), both of which require Mojave River Academy 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.

In a single 12-month period, the FMLA also provides for a family member of a person on covered active duty in the Armed Forces or Reserves to take up to 12 work weeks of leave for any qualifying emergency arising out of the fact that a spouse, son, daughter or parent is on active duty in the Armed Forces or Reserves or up to 26 workweeks, less other FMLA leave taken, to care for a covered service member with a serious injury or illness as described below.

For ease of reference in this policy, all leave taken under both FMLA and CFRA will be referred to as "FMLA leave," except to the extent that leave under FMLA and CFRA do not overlap. It is also the

policy of Mojave River Academy that it will not interfere with, restrain or deny any employee's rights provided by FMLA and CFRA. FMLA leave runs concurrently with Pregnancy Disability Leave, while CFRA leave does not.

Eligible Employees

Employees may be eligible for FMLA leave if they have:

- Been employed by Mojave River Academy 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;
- Care for a spouse, registered domestic partner, child or parent with a serious health condition;
- To care for a covered service member, including covered active members and covered veterans, who is your spouse, son, daughter, parent or next of kin and who is undergoing medical treatment, recuperation or therapy, in outpatient status or on the temporary disability retired list for a serious injury or illness incurred in the line of duty on active duty or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty;
- For a qualifying exigency arising out of the fact that your spouse, son, daughter or parent is on covered active duty status or call to covered active duty status (or has been notified of an impending call or order to covered active duty).
 - Covered active duty or call to covered active duty status for a member of the Regular Armed Forces means duty during the deployment with the Armed Forces to a foreign country. The active duty orders of a member of the Regular components of the Armed Forces will generally specify if the member is deployed to a foreign country. in the Regular Armed Forces or Reserves deployed, or for deployment, to a foreign country.
 - Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation as further explained in 29 C.F.R. § 825.126.

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.

A “serious injury or illness” for a covered veteran means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is: 1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member’s office, grade, rank or rating; or 2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; or 3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or 4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

A “qualifying exigency” is one or more of the following, as further defined in regulation: 1) short notice deployment (up to 7 days); 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; 7) post-deployment activities; 8) parental care; 9) additional activities. The maximum amount of time an eligible employee may take for rest and recuperation qualifying exigency leave is a maximum of 15 calendar days.

An employee that takes leave may elect, or Mojave River Academy may require the employee, to substitute any of the employee’s accrued vacation leave or other accrued time off (if any) during this period or any other paid or unpaid time off provided by Mojave River Academy. 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, unless otherwise 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, except for leave to care for a covered service member with a serious illness or injury. The 12-month period is measured backward from the date an employee uses any FMLA leave. Leave taken for a pregnancy disability is not included in this 12 week calculation.

In a single 12-month period, the FMLA also provides for a family member of a person on covered active duty in the Armed Forces or Reserves to take up to 12 workweeks of leave for any qualifying emergency arising out of the fact that a spouse, son, daughter or parent is on active duty in the Armed Forces or Reserves or up to 26 workweeks, less other FMLA leave taken, to care for a covered service member with a serious illness or injury.

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 child, or covered service member, 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

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

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

Medical Certifications

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

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

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

Certification for Qualifying Exigency

The first time an employee requests leave because of a qualifying exigency arising out of the covered active duty or call to covered active duty status (or notification of an impending call or order to covered active duty) of a covered service member, an employer may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty service and the dates of the military member's covered active duty service. This information need only be provided to the employer once.

The School may require that leave for any qualifying exigency be supported by a certification from the employee that sets forth the following information: 1) a statement or description, signed by the employee,

of appropriate facts regarding the qualifying exigency for which FMLA leave is requested; 2) the approximate date on which the qualifying exigency commenced or will commence; 3) if the request is for a single, continuous period of time, the beginning and end dates for such absence; 4) if the request is for an intermittent or reduced schedule basis, an estimate of the frequency and duration of the qualifying exigency; 5) if the request involves meeting with a third party, appropriate contact information for the individual or entity with whom the employee is meeting (such as name, title, organization, address, telephone number, fax number and email address) and a brief description of the purpose of the meeting; and 6) if the request involves rest and recuperation leave, a copy of the military member's rest and recuperation orders, or other documentation issued by the military which indicates that the military member has been granted rest and recuperation leave, and the dates of the military member's rest and recuperation leave. The School may provide the employee with a form that will meet these certification requirements.

Procedures for Requesting and Scheduling FMLA Leave

An employee should request FMLA leave by completing a Request for Leave form (available from the Assistant Superintendent of Personnel/HR or designee., Executive Director of Personnel, or Director of Administrative Services,) and submitting it to the Assistant Superintendent of Personnel/HR or designee., Executive Director of Personnel, or Director of Administrative Services,. 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 **5** days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within 5 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.

2. 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, but is not limited to, time off needed for prenatal or postnatal care, severe morning sickness, doctor-ordered bed rest, gestational diabetes, pregnancy induced hypertension, preeclampsia, post-partum depression, childbirth, loss or end of pregnancy, recovery from childbirth, loss or end of pregnancy 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 forty hours per week, "four months" means 693 hours of leave entitlement, based on 40 hours per week times $17^{1/3}$ weeks.

For employees who work more or less than 40 hours per week, or who work on variable work schedules, the number of working days that constitutes "four months" is calculated on a pro rata or proportional basis. For example, for an employee who works 20 hours per week, "four months" means 346.5 hours of leave entitlement. For an employee who normally works 48 hours per week, "four months" means 832 hours of leave entitlement.

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

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

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider. If an employee requires intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the

employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

Pay During Pregnancy Disability

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

Employee Benefits

An employee on pregnancy disability leave remains an employee of the School.

While an employee is out on pregnancy disability leave, the School will continue to pay the premiums for eligible employees under the School's group health plan for the duration of the pregnancy disability leave taken. 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. Please check with human resources to discuss these issues if you anticipate taking leave beyond the four month pregnancy disability leave.

Additionally, if an employee does not return to work after the expiration of the pregnancy disability leave, and the reasons for failure to return to work do not include one of the following: 1) the employee is on CFRA leave; or 2) the continuation, recurrence or onset of a health condition that allowed the employee to take pregnancy disability leave in the first instance or other circumstances beyond the control of the employee, the School reserves the right to recover from the employee the premium the School paid for the employee's group health plan coverage while out on leave.

Medical Certifications

An employee requesting a pregnancy disability leave, transfer or reasonable accommodation must provide medical certification from her healthcare provider on a form supplied by the School, which may be obtained from **the District Office**. 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 delay the employee's continuation of the reasonable accommodation, transfer or pregnancy disability leave.

Requesting and Scheduling Pregnancy Disability Leave

An employee should request pregnancy disability leave by completing a Request for Leave form (available from **the Supervisor**) and submitting it to **the Supervisor**. An employee asking for a Request for Leave form will be provided a current copy of the School's pregnancy disability leave policy.

Employees should provide not less than thirty (30) days or if such notice is not possible, as soon as is practicable if the need for the leave is foreseeable. Failure to provide such notice is grounds to delay granting the reasonable accommodation, transfer or leave, 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 five 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.

If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position for which the employee is qualified is available.

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.

3. Medical Leave of Absence

At the discretion of the **Director of Personnel**, an unpaid medical leave of absence may be granted to employees who are not eligible for other leaves. Ask **the Director of Personnel** for information on medical leaves of absence, and any implications unpaid medical leave may have on your eligibility for employee benefits, including medical benefit plan coverage.

4. Time Off for Organ Donation and Bone Marrow Donation

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 personal 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.

5. Personal Leave of Absence

The School recognizes that special situations may arise where an employee must leave his or her job temporarily. In the School's sole discretion, the **Director of Personnel** may grant employees unpaid leave of absences. Taking an unpaid personal leave of absence may affect your eligibility for employee benefits, including medical benefit plan coverage. Ask the Director of Personnel for information on personal leaves of absence.

6. Funeral/Bereavement Leave

Employees will be allowed up to **3** consecutive working days off to arrange and attend the in state funeral of an immediate family member or 5 days for out of state funerals. For purposes of this policy, an employee's immediate family member includes a current spouse, parent, legal guardian, sibling, child, current parent-, sister-, or brother-in-law, grandparent, grand child, or domestic partner.

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

7. Military Leave of Absence

The School provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine fitness for any such duty. Total military leave time taken may not exceed five years during employment, except in special circumstances.

Advance notice of leave is required. Please inform **their Supervisor** of anticipated military leave time as far in advance as possible. Accrued vacation will be paid during military leave at your request and health plan coverage continuance can be arranged for up to 24 months during military leave if required premium payments are made by you. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

Upon a return from military leave up to five years, an employee is entitled to reemployment within two weeks after the employee submits his/her reemployment application.

Eligible employees may be entitled to other leave rights related to military leave. Please contact **the Director of Personnel** to understand all leave rights that may be available to you.

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 Company 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.

8. 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 Site Administrator or Designee. 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 vacation time, 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.

9. 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 Site Administrator or Designee. 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.

10. 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 Site Administrator or Designee to determine eligibility and scheduling before taking any leave to attend a disciplinary conference.

11. Time Off to Attend Child's School Activities

Employees that are parents, guardians or grandparents with custody of a child in kindergarten, grades 1-12 or with a child in a licensed day care facility, may wish to take time off to visit the school of your child for a school activity. Employees may take off up to 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.

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.

12. 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 Site Administrator or Designee of your commitment to act as election official as far in advance as possible.

13. Time Off for Jury and Witness Duty

The School will provide employees paid leave to serve as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The School will also provide employees paid leave to appear in court or other judicial proceeding as a witness, as permitted by law, to comply with a valid subpoena or other court order. Please notify Site Administrator or Designee of your commitment to serve on a jury or as a witness as far in advance as possible.

14. Time Off for Victims of Crime or Domestic Violence

Employees who are victims of domestic violence, sexual assault or stalking 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 Site Administrator or Designee of your need to seek relief as far in advance as possible. If applicable, an employee may use accrued vacation leave for these purposes. The School will also provide reasonable accommodations for a victim of domestic violence, sexual assault, or stalking if requested for the safety of the victim while at work.

15. 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 Site Administrator or Designee of your need for time off as far in advance as possible. As applicable, an employee may use accrued vacation leave or sick leave for crime victim leave purposes.

16. 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 Site Administrator or Designee 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 Site Administrator or Designee before leaving the School's premises.

Employees who perform duties as a volunteer firefighter are entitled to a temporary leave of absence not to exceed an aggregate of 14 days per calendar year for the purpose of engaging in fire or law

enforcement training. Employees must provide Site Administrator or Designee with advanced notice of any training.

17. 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 Site Administrator or Designee to request and schedule time off to vote.

18. 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 Site Administrator or Designee 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.

19. 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.

VI. Employment Evaluation and Separation

A. Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by Site Administrator or Designee. Performance evaluations will be conducted annually, or on or about the anniversary date of your employment with the School. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions or retention of your job. Salary increases and promotions are solely within the discretion of the 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 Site Administrator or Designee, 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 Site Administrator or Designee within the first 120 days of employment.

B. Discipline and Involuntary Termination

Violation of the School's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions or termination. The School's disciplinary system is 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 Site Administrator or Designee. When contacted for a reference or employment verification, the School will only provide information concerning dates of employment and the title of the last position held. Other employees may not provide any employment verifications or act as a reference for any other employees.

ACKNOWLEDGEMENT OF HANDBOOK AND AT WILL EMPLOYMENT

I acknowledge that I have received the Mojave River Academy 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 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.
- Nothing in this Handbook creates, or is intended to create, a promise or representation of continued employment or guaranteed terms and conditions of employment for me. Further, there is no agreement, express or implied, written or verbal, between the employee and the School for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment.

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

Employee's Name: _____

Employee's Signature: _____

Date: _____