

**Employee Handbook**  
Connecting Waters Charter School

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Approved by Human Resources Director  
January 15, 2008

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### **Introductory Statement**

Welcome! As an employee of Connecting Waters Charter School, you are an important member of a team effort. We hope that you will find your position with Connecting Waters Charter School rewarding, challenging, and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of Connecting Waters Charter School.

This employee handbook is intended to explain the terms and conditions of employment of all full- and part-time employees. Written employment agreements between Connecting Waters Charter School and some individuals may supersede some of the provisions of this handbook. This handbook summarizes the School's policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. The Executive Director or her designee will be happy to answer any questions you may have.

### **At-will Employment Status**

Connecting Waters Charter School personnel are employed on an at-will basis. Employment at-will may be terminated or disciplined with or without cause and with or without advance notice at any time by the employee or the School. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the School has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the Executive Director of Connecting Waters Charter School has the authority to make any such agreement, which is binding only if it is in writing.

### **Integration Clause and the Right to Revise**

This employee handbook contains the employment policies and practices of the School in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

The School reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by the Executive Director of the School or her designee.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and the School, as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or in any other personnel document,

including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

**Confirmation of Receipt of the Connecting Waters Charter School Employee Handbook:**

I have received my copy of the School’s employee handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School. Connecting Waters Charter School reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the Executive Director of Connecting Waters Charter School, no manager, supervisor, or representative of the School has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Executive Director has the authority to make any such agreement and then only in writing, signed by Executive Director.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at Connecting Waters Charter School is employment at-will; employment may be terminated at the will of either the School or myself. **My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Connecting Waters Charter School and myself concerning the duration of my employment and the circumstances under which my employment may be terminated.** It supersedes all prior agreements, understandings, and representations concerning my employment with Connecting Waters Charter School.

Employee’s Signature \_\_\_\_\_

Employee’s name (please print) \_\_\_\_\_

Date \_\_\_\_\_

(Employee to copy or print this page from the handbook, sign, date and return to the Human Resources Department)

## **Equal Employment Opportunity**

This School is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available person in every job. School policy prohibits unlawful discrimination based on race, color, creed, gender, religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, sexual orientation, or any other consideration made unlawful by federal, state or local laws. School policy also prohibits discrimination based upon the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is **unlawful**.

The School is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to **all** persons involved in the operations of the School and prohibits unlawful discrimination by any employee of the School, including supervisors and coworkers.

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.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources Director and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The School then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. The School will identify possible accommodations, if any, which will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your supervisor, the HR Director, the Executive Director of the School, or the individual with day-to-day personnel responsibilities. Your complaint may also be sent directly to the Director of Human Resources. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the Director of Human Resources. The School will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. If the School determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The School will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your co-workers.

## Unlawful Harassment

Connecting Waters Charter School is committed to providing a work environment free of unlawful harassment. School policy prohibits sexual harassment and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, registered domestic partner status, age, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation. **All such harassment is unlawful.** The School's anti-harassment policy applies to all persons involved in the operation of the School and prohibits unlawful harassment by any employee of the School, including supervisors and managers, as well as vendors, customers, independent contractors and any other persons. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors; and
- Retaliation for reporting or threatening to report harassment.

If you believe that you have been unlawfully harassed, bring your complaint to your own or any other School supervisor, the Executive Director or the personnel administrator of the School as soon as possible after the incident. You will be asked to provide details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory. Supervisors will refer all harassment complaints to the personnel administrator, investigative officer or the Executive Director of the School. The School will immediately undertake an effective, thorough and objective investigation of the harassment allegations.

If the School determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the School to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to, and including termination. A School representative will advise all parties concerned of the results of the investigation. The School will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.

The School encourages all employees to report any incidents of harassment forbidden by this policy **immediately** so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.



**Employment Policies and Practices**

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### **Introduction to Work Period.**

During the first days of your employment, you will learn your responsibilities, get acquainted with fellow employees, and demonstrate progress toward acquiring skills to satisfactorily perform the duties assigned to you. The Executive Director of the school or her designee will closely monitor your performance, and will advise you of any improvements that will help you better perform your duties.

### **Regular Employees**

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

### **Full-time Employees**

Regular full-time employees are those who are scheduled for and do work 40 hours per week. Full-time ESEs are those who carry 25 or more students for the 175 school days for a total of 3,850 student days. (The school year runs from July 1 to June 30)

### **Employee Status**

Employees will be classified as exempt or non-exempt. This classification is made as directed by State and Federal wage law. Non-Exempt employees will be paid overtime for working over 8 hours in a day or 40 hours in a workweek. Exempt employees are classified under “administrative”, “executive” or “professional” exemptions as defined by law, and exercise significant decision making as part of their job duties. Exempt employees may earn no overtime, although the regular per student pay will be earned by those ESEs serving over 25 students for each additional student up to 27 students. Additional pay may also be earned for fulfilling additional school duties as assigned. No employee may earn higher than 1.5 FTE for all duties combined.

### **Job Duties**

During your employment, the Executive Director or her designee will explain your job responsibilities and the performance and behavior expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or the School. Your cooperation and assistance in performing such additional work is expected.

The School reserves the right, at any time, with or without notice, to alter or change your job responsibilities, reassign or transfer any employee’s job positions, or assign additional job responsibilities to you.

Full time hourly employees work 40 hours per week, and are entitled to receive full employee benefits. Part time hourly employees work less than 40 hours per week, and

are eligible to receive partial employee benefits, which will be explained to each employee by the HR Director or her designee.

An Education Specialist's number of student assignments determines eligibility for full or partial benefits. An ES with 25 or more student assignments working 6 hours per day is a full-time ES, and is eligible to receive full ES benefits. An ES with 24 or fewer student assignments is a part-time ES, and is eligible for partial ES benefits.

Contract Program Instructors are temporary employees whose duties are defined by their Contract Program Course Agreement and are not eligible for benefits.

An Advisor with 21 or more ES assignments is a full-time Advisor, and is eligible to receive full Advisor benefits.

Administrator and staff positions are specifically described in applicable job descriptions, which will specify whether employees filling those positions are eligible for employee benefits.

### **Temporary Employees**

Temporary employees are those employed for short-term assignments. Short-term assignments generally are periods of three months or less; however, such assignments may be extended. Temporary employees are not eligible for employee benefits except those mandated by applicable law.

### **Hiring Policy:**

CWCS will not employ any minors to work for the Charter School.

### **Employee Evaluation**

The purpose for performance evaluations are to make you aware of your progress, to provide information on your performance and behavior in order to reinforce your strengths, and to identify areas for improvement. Favorable performance evaluations do not guarantee increases in salary, promotions, or anything other than at-will employment. Salary increases and promotions are solely within the discretion of the School, and depend upon many factors in addition to performance. After a performance review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents. Your employment is at-will, which means that notwithstanding your performance evaluation either you or the School may terminate your employment at any time, with or without notice, with or without cause.

### **Work Schedules**

CWCS site business hours are between 8:00 AM and 4:00 PM, Monday through Friday. Business hours at the learning centers/co-ops will be decided by the Executive Director of the School or her designee. The Executive Director or designee will assign the classified staff's individual work schedule to ensure staffing throughout the workday. All employees are expected to be at their desks or workstations at the start of their scheduled shifts, ready to work. A full year, for the purposes of pay and vacation calculations, is defined as 260 workdays or 2080 working hours.

Exchanging work schedules with other employees is discouraged. However, if you need to exchange schedules, notify the Executive Director of the School or her designee who may authorize an exchange if possible. Work schedule exchanges will not be approved for the mere convenience of an employee or if the exchange interferes with normal operations or results in excessive overtime.

The workweek begins at 12:01 a.m. Sunday and ends at midnight on Saturday.

### **Meal and Rest Periods**

Classified employees are provided with a 30-minute meal period, to be taken approximately in the middle of the workday. Classified employees are allowed a 10-minute rest period for every four hours of work or major portion thereof. The Executive Director of the School or her designee will schedule your meal and rest periods. The workday may be adjusted or flexed by the Executive Director of the School or her designee responsible for your position. **The Executive Director has the right to require hours different than any employee's regular schedule.**

You are expected to observe your assigned working hours and the time allowed for meal and rest periods. Do not take more than 10 minutes for each rest period. You may leave the premises during your breaks and meal period.

### **Time Keeping**

All non-exempt employees are required to use a timesheet or time clock to record time worked for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the lunch break. Any handwritten marks or changes on the timecard must be initialed. Altering a timecard is not permissible and is subject to disciplinary action.

Timesheets are to be submitted by non-exempt employees to the Executive Director of the School or her designee at the end of each work-week. The Executive Director of the School or her designee will review all time cards to ensure they are accurate, sign and forward them to Payroll. Any errors on your timecard should be reported immediately to the Executive Director of the School or her designee.

Exempt employees may have to work hours beyond their normal schedules, as work demands require. No overtime compensation will be paid to exempt employees.

### **Payment of Wages**

CWCS employees receive a paycheck once per month. Each month's payment will be made on the last bank day of the month. If you observe an error on your check, please report it immediately, ES's contact your advisors for assistance prior to contacting the payroll department. Classified employees contact the payroll department immediately.

### **Automatic Deposit**

The School offers automatic payroll deposit for employees at the employee's banking facility. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete an Automatic Deposit form (available from the payroll department) and return it to the payroll department at least 15 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, notify the payroll department at least 15 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is requested no later than 15 days before the end of the pay period.

### **Pay for Mandatory Meetings/Training**

The School will pay for their attendance at meetings, lectures, and training programs under the following conditions:

Attendance is mandatory, and the meeting, course, or lecture is directly related to the employee's job and is outside of their regular schedule. The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by the Executive Director or her designee.

### **Overtime for Non-exempt Employees**

Classified employees may be directed to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The School will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be authorized by the Executive Director of the School or her designee prior to the time to be worked. The School provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Sunday at 12:01 a.m.

Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one-and-one-half times the employee's regular rate of pay.

Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

The School expects all employees to comply with school rules, policies, and regulations. Any employee who fails to do so will be subject to that disciplinary action the School, in its sole discretion, deems appropriate under the circumstances. Such disciplinary action may include, but is not limited to, oral and written warnings, mandatory training, or termination of employment. Any employee's receipt of, participation in or completion of School-required disciplinary action shall not, under any circumstances, limit or alter the School's at-will employment policy which allows either the School or the employee to terminate the employment relationship at any time, with or without notice, and with or without cause.

### **ES Definitions**

**ES Candidates:** An ES Candidate is not a Charter School employee. No ES candidate is guaranteed employment by the Charter School. ES Candidates agree to prepare for the potential ES position and train on their own time. The School offers support and guidance to ES Candidates, but candidates are not school employees and are not paid until they have a hire date.

**ES Hire Date:** An ES is classified as being "hired" and "employed" by the school on the first day the first student assigned to the ES is attending an official day of school on the school calendar. Prior to that date, an ES candidate is not an employee of the school. No promises will be made to any ES concerning continued employment with the school or the number of students they will be assigned to serve.

### **Professional Growth**

It is the policy of Connecting Waters Charter School to assist employees in maintaining professional competence and growth.

Monthly Professional Growth training will be provided to ESes at required small group meetings during each school year. Videos of key trainings are housed with the local Area Facilitators and are available for check out by the ESes at any time throughout the year. Other inservice and professional training may be required during the school year. An individual Professional Growth assignment may be given to an ES by their Advisor when deemed appropriate and necessary. ESes who do not attend and complete these required trainings without cause will be subject to Disciplinary Action.

### **Personnel Records**

You have a right to inspect certain documents in your personnel file, as provided by law and in the presence of a School representative at a mutually convenient time. You may make no copies of documents in your file unless they have been previously signed by you. You may add your comments to any disputed item in the file. Requests to view your

personnel file must be directed to the Human Resources Director. Only the Human Resources Director, the Executive Director of the School or her designee is authorized to release information about current or former employees.

The School will release information in your personnel file only to authorized employees with a “need to know”. Disclosure of personnel information to agencies or individuals outside the School will be limited; however, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

### **Personnel Records, Names and Addresses**

The School is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the School in the event of a name or address change.

### **Employee References**

All requests for references must be directed to the HR department or the Executive Director of the School or her designee. No other employee is authorized to release references for current or former employees. By policy, the School discloses only the dates of employment and the title of the last position held of former employees. If you authorize the disclosure in writing, the School also will inform prospective employers of the amount of salary or wage you last earned.

### **Employment of Relatives**

Relatives of employees may be eligible for employment with the School only if individuals involved do not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise. The School defines “relatives” as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Present employees who marry or become registered domestic partners will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest.

### **Personal Conflicts of Interest**

All employees must avoid situations involving actual or potential conflict of interest. Personal or romantic involvement with a competitor, supplier or subordinate employee of the School creates an actual or potential conflict of interest.

Management-subordinate romantic or personal relationships also can lead to management problems, possible claims of sexual harassment, and morale problems. It is the responsibility of the employees involved in romantic or personal relationships to disclose and discuss all relevant circumstances with the School Executive Director or Human

Resources Director and request a change in assignment to avoid potential problems. Failure to disclose such circumstances may cause the School to impose disciplinary action.

### **Operational Conflicts of Interest**

The School defines the following as conflicts of interest:

1. An ES may not solicit students for their “class list” who are already enrolled with another ES. (This in no way limits a parent’s choice to request a new ES, or ESes to work together on transfers for the good of the students).
2. An ES who serves as ES for their own children or other children who reside in their household may not complete an AESS contract for them.
3. An ES or anyone in their immediate family may not become a “Product vendor” for the school or otherwise receive payment for product sold to the school. An exception to this would be when the school bid process is used to secure the vendor. If selected, the employee must sign a Conflict of Interest Disclosure statement and submit it to the school Parent Council.
4. An ES may not order product for a student from a “Product vendor” who is a relative of that student.
5. An ES who is also a school CP instructor may not be paid from the Instructional Funding account they control for their own children or other children who reside in their household.
6. A Classified CP Instructor (who is not also working in the capacity of a school ES) with relatives enrolled in their CP classes must have an equal number of enrolled school students as the number of relatives in order for the class to be approved and for the instructor to be paid for serving the relatives.
7. A “Service PO” may not be created for a student to attend a course offered by a relative of the enrolled student.
8. An ES may not require any of the students on their “class list” to become AESS students, to enroll in the CP courses they instruct, or to participate in the service activities for which an ES receives payment. If an ES feels that a student would benefit from one of the above activities, and the parent disagrees, the ES can only require it of them if approved in writing by the ES's Advisor. (This does not limit a parent’s ability to choose to participate in any of these situations).
9. An ES may not become a contracted "business vendor" during the same time they are a school employee.

This is not an exhaustive list of all possible situations which would constitute conflicts of interest. The School reserves the right to add to or amend this list at any time. Any relationship or action which creates an expectation of benefit or profit beyond an employee’s normal employment relationship with the School can impair an employee's ability to exercise good judgment on behalf of the School, and therefore creates an actual or potential conflict of interest. It is the School’s policy that all School employees must scrupulously avoid all such situations. Any employee’s failure to comply with this School policy may cause the School to impose disciplinary action.

### **Involuntary Termination**

Violation of School policies and rules may warrant disciplinary action. Employment may be terminated at any time at the discretion of the Executive Director of the School or her designee.

### **Voluntary Termination**

Voluntary termination results when an employee voluntarily resigns his or her employment, or fails to report to work for three consecutively scheduled workdays without notice to and approval by the Executive Director of the School or her designee, or when an ES “abandons” the job. All School-owned property, including vehicles, keys, credit cards, student files, or school property kept at the ESes home, etc. must be returned to the School immediately upon termination of employment.

**Standards of Conduct**

## **The Guiding Principles**

The School and employees strive to meet 11 principles in their conduct and relations between themselves and others. All employees should learn and attempt to demonstrate their adherence to these principles.

1. We believe that serving one another is our primary responsibility.
2. We value healthy human relationships; treating one another with respect, forgiveness, compassion, patience, kindness and tolerance.
3. We act ethically, with integrity and honesty.
4. We believe in constructive and honest communication, seeking first to understand and then to be understood.
5. We believe in an environment that is physically, emotionally and spiritually safe.
6. We believe that small-empowered teams can make responsible and effective decisions for the good of the organization.
7. We believe the contribution of each individual is essential to our success.
8. We keep our commitments.
9. We continually improve the quality of everything we do as we serve our co-workers, students, their parents and the public.
10. We promote personal and professional growth, and life long learning
11. We recognize and reward one another's success.

## **The Mission of CWCS is to:**

Empower a community of parents, students, and teachers to create learning opportunities which will develop accountable, responsible, and contributing members of society who are independent, life-long learners.

We create learning opportunities by:

- Assisting students and parents with educational guidance
- Individualizing curriculum to meet student's needs
- Providing materials, resources and supportive instruction
- Allowing flexibility in both teaching styles and learning styles
- Promoting real-life context-based learning
- Challenging students to achieve mastery of academic standards

## **Prohibited Conduct**

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only; any other type of conduct that threatens security, student and personnel safety, employee welfare, and School operations and interests are also prohibited.

- Falsifying employment records, employment information, or other School records;

- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
- Theft, deliberate or careless damage or destruction of any School property, or the property of any employee or customer;
- Removing or borrowing School property without prior authorization;
- Provoking a fight or fighting, physically exchanging blows or yelling in a loud and angry manner during working hours or on School property;
- Participating in horseplay or practical jokes on School time or on School property;
- Carrying firearms or any other dangerous weapons on School premises at any time;
- Causing, creating, or participating in a disruption of any kind during working hours on School property;
- Insubordination, including but not limited to failure or refusal to obey the instructions of the Executive Director of the School or her designee, or the use of abusive or threatening language toward the Executive Director of the School or her designee;
- Using abusive language, (profanity, or language calculated to threaten, hurt or damage), at any time on School premises;
- Failing to notify the Executive Director of the School or her designee when unable to report to work;
- Unreported or unapproved absence of three (3) consecutive scheduled workdays;
- Failing to obtain permission to leave work for any reason during normal working hours;
- Failing to observe working schedules, including rest and lunch periods;
- Failing to provide a physician's certificate when requested or required to do so;
- Sleeping or malingering on the job;
- Working overtime without authorization or refusing to work assigned overtime;
- Wearing disturbing, unprofessional or inappropriate styles of dress or hair while working (see Dress Code).
- Violating any safety, health, security or School policy, rule, or procedure;
- Committing a fraudulent act or a breach of trust under any circumstances; and
- Committing or involvement with any act of unlawful harassment of another individual.

This statement of prohibited conduct does not alter the School's policy of at-will employment. Either you or the School remains free to terminate the employment relationship at any time, with or without reason or advance notice.

The School has the right to remove any employee from any School facility or from the presence of any student or other School employees if the School fears for the safety of the employee, or the safety of the student(s) or employees around them.

### **Off-duty Conduct**

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her job may result in disciplinary action up to and including dismissal.

- While employed by the School, employees are expected to devote their energies to their jobs with the School. Employees should ensure that they continue to meet their commitments to the School before considering second jobs.
- Employees must avoid additional employment that impairs or has a detrimental effect on the employee's work performance with our School;
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment outside of work at CWCS that may create a real or apparent conflict of interest must submit [a written request](#) for School consent to allow the employees to take such employment. Outside work that adversely affects an employee's performance at CWCS is prohibited. The School shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment.

### **Gifts to Employees**

It is the policy of Connecting Waters Charter School that no employee may accept any gift from an outside party, client, contractor, vendor, business associate, parent or student that is of such nature that it could affect his/her impartiality with regard to decisions or action affecting School operations. Gifts with a value of less than \$50 are excluded from this policy.

### **Drug and Alcohol Abuse**

The School is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the School. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the School to the risks of property loss or damage, or injury to other persons.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair the employee's value to the School.

The following rules and standards apply to all employees either on School property or during the workday (including meals and rest periods). Behavior that is absolutely prohibited and violates School policy includes:

- Possession or use of alcohol or any illegal or controlled substance, or being under the influence of alcohol or any illegal or controlled substance while on the job;
- Driving a School (owned or rented) vehicle while under the influence of alcohol or any illegal or controlled substance; and
- Distribution, sale, or purchase of alcohol or any illegal or controlled substance while on the job.

Violation of these rules and standards of conduct will not be tolerated and will result in disciplinary action. Additionally, the School will bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, the School reserves the right to conduct searches of School property or employees and/or their personal property and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off School property will not be tolerated because such conduct, even though off duty, reflects adversely on the School. In addition, the School must keep people who sell or possess controlled substances off the School's premises in order to keep the controlled substances themselves off the premises.

It is the obligation of an employee to notify the School of their conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well being of others, must notify the Executive Director or her designee of such use immediately before starting or resuming work.

The School will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The School is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the School obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the School's treatment of employees who violate the regulations described

previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

**Tobacco Free Workplace**

Connecting Waters Charter School is a tobacco free workplace. No tobacco products are to be used in the workplace.

## **Punctuality and Attendance**

As an employee of the School, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees. When you are absent, others must perform your assigned work.

Employees are expected to report to the workplace and be prepared to begin work at their scheduled reporting times.

If you are unable to report for work on any particular day, you must under all but the most extenuating circumstances call the Executive Director or her designee, or the HR Director at least one hour before the time you are scheduled to begin working on that day, and you must obtain approval for your absence from the Executive Director or her designee. In all cases of absence or tardiness, employees must provide the Executive Director of the School or her designee with an honest reason or explanation. Employees also must inform the Executive Director or her designee of the expected duration of any absence. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

If you fail to report for work without any notification to and approval by the Executive Director of the School or her designee and your absence continues for a period of three days, the School will determine that you have abandoned your employment.

ESs with emergencies/situations that do not allow them to do their job must inform their ES Advisor or the Executive Director within 24 hours. Failure to return phone calls/emails within 24 hours during work days requires an explanation to your ES Advisor. Failure to inform the ES Advisor of your expected absence, failure to return phone calls/email for 3 work days without notice, and missing required deadlines/meetings constitutes abandonment of your employment.

## **Professionalism**

You may not bring your own children to school events (learning record meetings, STAR testing, ES meetings, etc) unless they are participants in the events or it is a general school event open to all students. The Executive Director may grant an exception for employees with Nursing Infants.

## **Dress Code**

Each employee is a representative of the School in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

General Guidelines:

Shorts – Shorts are not permitted where employees regularly interact with the public.

Shirts/Tops – No bare midriffs, no suggestive, vulgar, messages. No messages or references to tobacco, drugs or alcohol printed on them. Spaghetti strap tops are not permitted.

Skirts/Pants – Can be any fabric, no frayed hems as on cut-offs, and no holes such as in worn out denims. Skirts must be long enough to touch the top of the knee-cap when standing.

Shoes – as appropriate for department. No flip flops are permitted on School property.

Hair and Makeup must be neat, modest, and generally conservative in a style acceptable in the business and professional communities. Extreme styles are unacceptable.

Body Art – visible body art such as tattoos, body piercing artifacts or body piercing or mutilation are not permitted where employees interact with students, parents, or the public, except that women and men may wear no more than two earrings in each ear.

In general – the School dress code is conservative but comfortable. All employees must dress with a professional image that suits the customers of our profession.

The final judgment as to how appropriate apparel is rests with the Executive Director of the School or her designee. The Executive Director of the School or her designee may issue more specific dress code guidelines at any time.

### **Customer Relations**

We define our customers as a diverse group of students and parents. Associates are those we work with including coworkers and vendors. All must be treated with respect and immediate attention. Our success depends on the quality of service we provide our customers.

Active listening, polite replies, and seeking to understand the customer point of view are the minimum expectations of phone conversations.

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling, a more senior employee should be called immediately.

Ours is a service business and all of us must remember that the customer always comes first. Our customers ultimately pay all of our wages. Remember, while the customer is not always right, the customer is never wrong.

Customers and Associates are to be treated courteously and given proper attention at all times. Never regard a customer's question or concern as an interruption or an annoyance.

You must respond to inquiries from customers, whether in person or by telephone, promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.

Through your conduct, show your desire to assist the customer in obtaining the help he or she needs. If you are unable to help a customer, find someone who can.

All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

Never argue with a customer. If a problem develops or if a customer remains dissatisfied, ask the Executive Director or her designee to intervene.

### **Confidentiality**

Each employee is responsible for safeguarding the confidential information obtained during employment. In the course of your work, you may have access to confidential information regarding students, parents, our suppliers, other customers, or perhaps even fellow employees. You have the responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by the Executive Director of the School or her designee. Any breach of this policy will not be tolerated and will lead to disciplinary action and possible legal action.

Confidentiality of student information is a requirement of law and all great care must be taken to ensure it is protected. No student information will be released without the specific authorization of the Executive Director of the School or her designee.

### **News Media Contacts**

Employees may be approached for interviews or comments by the news media. Only contact people designated in writing by the Executive Director of the School or her designee may comment to news reporters on School policy or events relevant to the School.

**Operational Considerations**

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## **Employer Property**

Computers, educational materials and desks are School property and must be maintained according to School rules and regulations. School property is to be used only for work-related purposes. The School reserves the right to inspect all School property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Employees may make or accept personal telephone calls of approximately three minutes in duration during working hours to perform important personal business. It is also acceptable to use a computer to perform the same minimal personal tasks.

The School may periodically need to assign and/or change "passwords" and personal codes for voice mail, e-mail and computer. Except as provided herein, these communication technologies and related storage media and databases are to be used only for School business and they remain the property of the School. The School reserves the right to keep a record of all passwords and codes used and to override any such password system at any time at its sole discretion, with or without cause.

Prior authorization must be obtained from the Executive Director or her designee before any School property may be removed from the premises, except in the course of normal movement of educational materials/computers by ESes. In this case, regular check-out/tracking procedures must be followed.

Terminated employees should remove any personal items at the time they leave the School. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

## **Use of Electronic Media**

The School uses various forms of electronic communication including, but not limited to computers, e-mail, telephones and web sites. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the School and are to be used only for School business and not for any personal use, except as allowed above.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose that is illegal, against School policy or not in the best interest of the School.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline.

Employees may not install software on School computer systems without authorization of the Information Technology Department.

All electronic information created by any employee using any means of electronic communication is the property of the School and remains the property of the School. With School approval, employees may use personal passwords for purposes of security, but any employee's use of a personal password does not affect the School's ownership of the electronic information.

The School will override all personal passwords if necessary for any reason.

The School reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of School policy or any law occurs.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by School administration.

Access to the Internet, websites, and other types of School-paid computer access are to be used for School -related business. Any information about the School, its products or services, or other types of information that will appear in the electronic media about the School must be approved by the Executive Director of the School or her designee before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the Executive Director of the School or her designee.

### **Security/Workplace Violence**

The School has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to the Executive Director or her designee. 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 and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks.

You should immediately notify the Executive Director of the School or her designee when other employees or outsiders express anger and make threats against the School or behave in a manner suggesting the possibility of violent activity.

### **Health and Safety**

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the School maintains an Injury and Illness Prevention Program. The Injury

and Illness Prevention Program is available for review by employees and/or employee representatives in the General Services Manager's office.

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

### **Ergonomics**

The School is subject to Cal/OSHA ergonomics standards for minimizing workplace Repetitive Motion Injuries (RMIs). The School will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. This School encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

If you have any questions about ergonomics, please contact the Human Resources Director.

### **Solicitation and Distribution of Literature**

In order to ensure efficient operation of the School's business and to prevent disruption to employees, we have established control of solicitations and distribution of non-work related literature on School property. School rules are applicable to all employees governing solicitation, distribution of written material and entry onto the premises and work areas. All employees are expected to comply strictly with the following rules. Any employee who is in doubt concerning the application of these rules should consult with the Executive Director or her designee.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on School property.

### **Telecommuting**

Subject to specific approval the School may allow employees on a case-by-case basis to telecommute in the specific interest of the School. Telecommuting is not a generally applied policy. If circumstances arise in any particular situation demonstrating the possibility that telecommuting would be appropriate, a written proposal for such arrangements must be presented to the School's managing entity through the HR Director for review and approval.

Employees who telecommute will be required to attend meetings at the office or other designated locations.

Telecommuting does not change the employee's work location and employees are still responsible for all costs associated with travel to and from the office, when they are required to report to their work location.

Employees who telecommute will not conduct meetings with customers or clients in their home.

Employees are responsible for any costs of obtaining tax advice about a tax deduction for a home office. Employees are responsible for any tax liability should they claim such an expense and it is later disallowed by the Internal Revenue Service.

Employees who telecommute must maintain the security of all confidential and/or sensitive information and other proprietary information, as if they were working in the office. All security procedures apply, regardless of whether the employee is in the workplace or telecommuting. Certain confidential documents or information will not be taken home without authorization of the Executive Director of the School or her designee.

Employees who telecommute are responsible for following all safety rules as listed in the School's Illness and Injury Prevention Manual.

Telecommuters will develop a written agreement with the Executive Director and the School's managing entity through the HR Director concerning the type and amount of work the telecommuter will be expected to perform. The ability to telecommute does not change the level of performance expected from an employee. Non-Exempt employees will keep time cards or use the time clock and report work accomplished to the Executive Director or her designee on a bi-weekly basis. A list of work to be performed in the next two weeks will be submitted by all telecommuters to the Executive Director of the School or her designee. Exempt employees will establish a list of expectations for approval by the Executive Director or her designee before beginning to telecommute. The ESes job expectations are listed in the ES Job Description posted on the school website.

Employees who are subject to overtime laws still are required to adhere to their beginning and ending work times, break times and meal breaks. Telecommuting employees must continue to maintain required time records.

The School retains the right to rescind any telecommuting agreement at any time and to require any telecommuter to report to the office or work location to work.

Violation of any telecommuting policies may result in the immediate termination of any telecommuting agreement.

**Employee Benefits**

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**Insurance:**

Healthcare insurance including medical, dental and vision plans are available to full-time employees of CWCS.

CWCS will make a monthly contribution to the cost of maintaining healthcare insurance. Any unused portion of the full employer's contribution may be directed to cover premium cost of supplemental insurance.

Eligible employees may sign up for benefits on their date of hire, but will not actually begin receiving benefits until the first day of the month following the benefits enrollment period. At the time of hire, employees will be informed of the length of the benefits enrollment period.

**Sick Leave: Applies to Classified personnel only.**

Full-time employees shall earn sick leave at the rate of 12 days per fiscal year. Sick leave will be accrued on a monthly basis at the rate of one day of leave per month worked. Sick leave may be accumulated up to 100 days, after which no further leave may be accumulated until the total days drop below 100 days.

Such leave may be taken at any time within the employee's work year, however new employees shall not be eligible to take more than six (6) days, or the proportional amount of sick leave to which he/she is entitled until the completion of six (6) months.

An employee may utilize sick leave for absences due to examination or treatment by their own physician. The employee shall notify the Executive Director or her designee about such appointments. Minimum period of chargeable sick leave is 2 hours per incident.

Sick leave for compensated day employees is earned at a prorated schedule depending on the number of days worked in a 260-day year.

**Personal Necessity Leave: Applies to Classified personnel, only.**

The purpose of Personal Necessity leave is to provide time for circumstances that are not employment related. Personal Necessity Leave may be used for circumstances that cannot be disregarded, necessitate immediate attention, and cannot be dealt with during off-duty hours.

Any days used for Personal Necessity Leave will be counted against accumulated sick leave to a limit of 5 days in any one school year. If no sick leave is available, time taken will be as non-paid time off.

**Vacation: Applies to Classified Personnel only.**

Regular year-round employees shall be granted vacation in the amount listed in the chart shown below. Exempt compensated day employees will not be eligible for vacation.

From	To	Vacation Days Earned
Date of hire .....	the end of year four.....	10 days
Year five .....	the end of year nine.....	15 days
Year ten .....	the end of year fifteen.....	20 days
Year Sixteen .....	beyond.....	25 days

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Vacation accrual begins with the first day of employment. Employees are not eligible for vacation until successful completion of the introductory period.

Vacations must be planned to accommodate work necessity

An employee may not accumulate more than two years vacation, after which no further vacation will be granted until the total accumulated drops to less than a two-year allocation.

Non-exempt compensated day employees earn vacation at a prorated schedule depending on the number of days worked.

**Retirement Assistance**

CWCS offers eligible employee’s participation in a 403(b) plan. This is a tax deferred savings and investment plan to which Connecting Waters Charter School employees may make voluntary salary deductions.

Eligible credentialed employees will be enrolled in STRS. This School makes the required employer and employee contributions to STRS on the employee behalf monthly. Information on this program is available at the STRS website at [www.calstrs.com](http://www.calstrs.com).

Eligible Classified Employees will be enrolled in PERS.

**Holidays**

The School offices observe the following 12 paid holidays:

- January 1 - New Year's Day
- Martin Luther King Jr's Birthday

- Presidents' Day
- Memorial Day
- July 4th - Independence Day
- Labor Day
- Veterans Day
- The Wednesday before, Thanksgiving Day and the Friday after
- Christmas Day

One floating holiday to be used at the discretion of the employee with the Executive Director or her designee's approval.

Connecting Waters has adopted a school policy stating that on years in which February has 29 days, the number of floating holidays for that fiscal year will be increased from 1 to 2.

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, the School may close on another day or grant a floating holiday instead of closing. Holiday observance will be announced in advance.

Each employee's eligibility for holiday pay begins after completing 180 days of regular employment. To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by the Executive Director of the School or her designee. If you are required to work on a paid scheduled holiday you will be granted a floating holiday to be used at a later date with approval of the Executive Director of the School or her designee.

### **Pregnancy Disability Leave**

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

Any female employee planning to take pregnancy disability leave should advise the personnel department as early as possible. The individual should make an appointment with the HR Director to discuss the following conditions:

- Employees who need to take pregnancy disability must inform the School when a leave is expected to begin and how long it will likely last. ESEs must complete a Substitute Request form if they expect to not be able to work for a month or longer. If the need for a leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin. Employees must consult with the HR Director regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to

the operations of the School. Any such scheduling is subject to the approval of the employee's health care provider;

- If 30 days' advance notice is not possible, notice must be given as soon as practical;
- Upon the request of an employee and recommendation of the employee's physician, the employee's work assignment may be changed if necessary to protect the health and safety of the employee and her child;
- Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached. ESEs may request a reduction in their student load for a period of time, and this will be accommodated as soon as there is another ES available to take their students.
- ES Temporary transfers of job duties or ES reduction in student load due to health considerations will be granted when possible.
- Due to the ESEs working from home, an ES may choose to take an unpaid Pregnancy leave by requesting a substitute (submitting the appropriate form) or may work during this time if their physician will allow it. Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide the School with a certification from a health care provider. The certification indicating disability should contain:
  - The date on which the employee became disabled due to pregnancy;
  - The probable duration of the period or periods of disability; and
  - A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- Leave returns will be allowed only when the employee's physician sends a release;
- An employee will be required to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave. An employee will be allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during a pregnancy disability leave; and
- Duration of the leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four months. Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of 2 weeks.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

### **Family/Medical Leave Eligibility**

State and federal family and medical leave laws provide up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- The employee has more than 12 months of service;
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a work site where there are 50 or more employees within a 75-mile radius.

Leave may be taken for one or more of the following reasons:

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care;
- To care for the employee's spouse, registered domestic partner, child, or parent who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform his or her job.

For purposes of calculating the 12-month period during which 12 weeks of leave may be taken, Connecting Waters Charter School uses a rolling year.

Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

However, leave because of the employee's disability for pregnancy, childbirth or related medical condition is not counted as time used under California law (the California Family Rights Act). Time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under federal law (the Family and Medical Leave Act). Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on family and medical leave that runs at the same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, she may apply for leave under the California Family Rights Act, for purposes of baby bonding.

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

The following procedures shall apply when an employee requests family leave:

Please contact Human Resource Director as soon as you realize the need for family/medical leave.

If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify the School at least 30 days before leave is to begin. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to School operations. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse.

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

If the Family and Medical Leave Act/California Family Rights Act request is made because of the employee's own serious health condition, Connecting Waters Charter School may require, at its expense, a second opinion from a health care provider that the School chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the School.

If the second opinion differs from the first opinion, Connecting Waters Charter School may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on Connecting Waters Charter School and the employee.

Connecting Waters Charter School requires the employee to provide certification within 15 days of any request for family and medical leave under state and federal law, unless it is not practicable to do so. Connecting Waters Charter School may require recertification from the health care provider if additional leave is required.

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

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

When both parents are employed by Connecting Waters Charter School, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the School will not grant more than a total of 12 workweeks of family/medical leave for this reason.

If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

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

Connecting Waters Charter School will require certification by the employee's health care provider that the employee is fit to return to his or her job.

Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

An employee taking family medical leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. Connecting Waters Charter School will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under Family and Medical Leave Act (for pregnancy disability leaves) or under the Family and Medical Leave Act/California Family Rights Act (for all other family care and medical leaves). In some instances, the School may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Employees on family/medical leave who are not eligible for continued paid coverage may continue their group health insurance coverage through Connecting Waters Charter School in conjunction with the federal COBRA guidelines by making monthly payments to Connecting Waters Charter School for the amount of the applicable premium. Employees should contact their supervisor for further information.

- Payment is due when it would be made by payroll deduction.

Paid leave **may be** substituted for unpaid leave in the following circumstances: [Accrued sick leave may be used by the employee for the employee's own serious health condition.

- Accrued sick leave may be used for the care of a family member if mutually agreed upon by the School and the employee.
- Vacation and other accrued time (other than sick leave) may be used for any family/medical leave qualifying event.

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after family/medical leave may be denied to certain salaried "key" employees under the following conditions:

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the School's operations;
- The employee is notified of the School's intent to refuse reinstatement at the time the School determines the refusal is necessary; and
- If leave has already begun, the School gives the employee a reasonable opportunity to return to work following the notice described previously.

For additional information about eligibility for family/medical leave, contact the Human Resource Director.

### **Option: Time Accrual**

Employees on Family and Medical Leave Act/California Family Rights Act leave will continue to accrue choose vacation, sick leave, or paid time off during unpaid Family and Medical Leave Act/California Family Rights Act leave.

### **Option: Carryover**

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement in a 12-month period. The 12-month period is measured forward from the date any employee's first Family and Medical Leave Act leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

### **Option: Intermittent Leave**

Employees may take Family and Medical Leave Act/California Family Rights Act leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee's child, parent, or spouse, or of the employee, and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is 2 hours.

### **Coordination of PDL With Family/Medical Leave**

If you take pregnancy disability leave and are eligible under the federal or state family and medical leave laws, the School will maintain group health insurance coverage for up to a maximum of 12 workweeks (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. Leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but not family and medical leave under California Law. If you are ineligible under the federal and state family and medical leave laws, while on pregnancy disability you will receive continued paid coverage on the same basis as other medical leave that the School may provide and for which you are eligible. In some instances, the School may recover premiums it paid to maintain health coverage for you if you fail to return to work following pregnancy disability leave.

If you are on pregnancy disability leave and are not eligible for continued paid coverage, or if paid coverage ceases after 12 workweeks, you may continue your group health insurance coverage through the School in conjunction with federal COBRA guidelines by making monthly payments to the School for the amount of the relevant premium. Contact the HR Director for further information.

**Bereavement Leave-** Applies to Classified Personnel only.

The School grants leave of absence to full-time employees in the event of the death of the employee's current spouse, child, parent, legal guardian, brother, sister, grandparent, grandchild, or mother, father, sister, brother, son, or daughter-in-law. An employee with such a death in the family may take up to 5 consecutive scheduled workdays off with pay with the approval of the School. The Executive Director of the School or her designee may approve additional unpaid time off. In the event services are located out-of-state, the allowed time off will be 7 days.

### **General Leave**

Request by a management employee to be absent without pay for reasons other than those covered in other leave categories, may be granted at the discretion of the Executive Director of the School or her designee for up to one year (12 months).

### **Personal Leave**

A personal leave of absence without pay may be granted at the discretion of the School. Requests for unpaid personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

### **Military Leave**

Employees, who wish to serve in the military, may take non-paid leave. They should contact the Human Resources Director for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

### **Jury Duty and Witness Leave**

The School encourages employees to serve on jury duty when called. Non-exempt employees receive full pay while serving up to 5 days of jury leave. Exempt employees called for jury duty will receive full salary for the time spent. ESes are expected to arrange their schedules so that no meetings with students fall during their time of jury service, and the monthly required documentation can be completed before and after the service dates. For an extended case, a substitute can be requested for one month. You should notify the Executive Director of the School or her designee or your ES Advisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule. Fees Paid by the Court - You may retain any mileage allowance or other fee paid by the court for jury services.

### **Volunteer Firefighters**

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter. If you are an official volunteer firefighter, please alert the Executive Director of the School, her designee or your ES Advisor that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert the Executive Director, her designee, your ES Advisor or the Human Resource Director before doing so.

### **Domestic Violence Leave**

Employees who are victims of domestic violence are eligible for unpaid leave. You may also take paid vacation or Personal Necessity leave. You may request leave if you are involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure your health, safety or welfare, or that of your child.

You should provide notice and certification of your need to take leave under this policy. Certification may be sufficiently provided by any of the following:

- A police report indicating that the employee was a victim of domestic violence.
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
- Documentation from a medical professional, domestic violence advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

The length of unpaid leave an employee may take is limited to that provided for in the federal Family and Medical Leave Act of 1993, 12 weeks.

### **School Activities**

Employees are encouraged to participate in their children's school activities. Any employee absence for this purpose is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades 1 to 12 may take time off for a school activity;
- The time off for school activity participation cannot exceed eight hours in any calendar month, or a total of 40 hours each school year;
- Employees planning to take time off for school visitations must provide as much advance notice as possible to the Executive Director of the School or her designee;

- If both parents are employed by the School, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by the Executive Director of the School or her designee;
- Employees must use vacation leave in order to receive compensation for this time off;
- Employees who do not have paid time off available may take time off without pay for this purpose.

### **Suspension**

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert the Executive Director of the School or her designee as soon as possible before leaving work. In keeping with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose. Personal Necessity Leave may be utilized for this purpose.

### **Recreational Activities and Programs**

The School or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

### **Workers' Compensation**

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

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

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

- Immediately report any work-related injury or illness to the Executive Director of the School or her designee;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Human Resources office as soon as possible.

- Provide the School with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the 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 began, or to an equivalent position, if available. Upon return, an ES is not guaranteed the same students, but will receive new/transfer students according to the same seniority status they had prior to the leave. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the School'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's obligations to the employee may include reasonable accommodation, as governed by the ADA (Americans with Disabilities Act).

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