Employee Handbook

2026-2027

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INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Forest Charter School (hereinafter referred to as "FCS" or the "School"). It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. To review additional FCS policies, please refer to the Policy Binder located at the Administrative Office or the School's website. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that FCS is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. The School also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Charter Council has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School.

Employees must sign the acknowledgement form on Cognito Forms which was emailed to you. This will provide the School with a record that each employee has received this Handbook.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

FCS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including reproductive health decision making, pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

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

Any applicant or employee who requires an accommodation in order to perform the essential

functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. FCS will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. FCS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Employment At-Will

Except if stated expressly otherwise by employment contract, it is the policy of FCS that all employees are considered "at-will" employees of the School. Accordingly, either FCS or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require FCS to have "cause" to terminate an employee or otherwise restrict the School's right to release an employee from their at-will employment with FCS. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School's right to terminate at-will. No School representative, other than the Charter Council or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with FCS that are not consistent with the School's policy regarding "at-will" employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Child Abuse and Neglect Reporting

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

FCS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to individuals who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one- thousand dollars ($1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing

the training within the first six (6) weeks of the start of each school year or within the first six (6) weeks of that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with, or convicted of any offense during their employment with the School, the employee must immediately report as much to the Executive Director.

Employment Verifications

FCS conducts comprehensive pre-employment background checks and employment verifications for candidates selected for employment. The law requires FCS to perform an employment verification with all past school employers of applicants for credentialed job positions before the start of employment. If an applicant is hired before their pre-employment verification is completed, their employment may be terminated or offer revoked if the results of the employment verification are unsatisfactory to FCS.

FCS is also required by law to respond to employment verification requests from prospective school employers with whom FCS employees and former employees have applied for employment. Consistent with the law, FCS will disclose to another California school whether a certificated employee was separated under suspicion of misconduct and whether they were reported to the Commission on Teacher Credentialing.

Tuberculosis Testing

All employees of the School must submit written proof from a health care provider of a risk assessment examination for tuberculosis ("TB") within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and

volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

Immigration Compliance

FCS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States. However, FCS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law.

Further, the School shall not discriminate against any individual because they hold or present a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.

Employees should direct any questions or requests for information on immigration compliance issues to the Executive Director.

Professional Boundaries: Staff/Student Interaction Policy

FCS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible. This policy is available on FCS's website.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of

School personnel:

A. Examples of PERMITTED actions (i.e., NOT corporal punishment)

    1. Stopping a student from fighting with another student;
    2. Preventing a pupil from committing an act of vandalism;
    3. Defending yourself from physical injury or assault by a student;
    4. Forcing a pupil to give up a weapon or dangerous object;
    5. Requiring a student on an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
    6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (i.e., corporal punishment)

    1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
    2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
    3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

<u>Acceptable and Unacceptable Staff/Student Behavior</u>

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents/guardians, students, colleagues, or School leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

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

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

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily

activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, they must immediately report the matter to a School administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

(a) Giving gifts to an individual student.
(b) Kissing of any kind.
(c) Any type of unnecessary physical contact with a student.
(d) Intentionally being alone with a student away from the school.
(e) Making or participating in inappropriate comments.
(f) Sexual jokes.
(g) Seeking emotional involvement with a student.
(h) Listening to or telling stories that are sexually oriented.
(i) Discussing inappropriate personal troubles or intimate issues with a student.
(j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
(k) Communication with students via an employee's personal accounts such as email, text message, and/or social media.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission
(These behaviors should only be exercised when a staff member has parent/guardian and supervisor permission.)

(a) Giving students a ride to/from school or school activities.
(b) Being alone in a room with a student at school with the door closed.
(c) Allowing students in your home.

Cautionary Staff/Student Behaviors
(These behaviors should only be exercised when a reasonable and prudent person is prevented from using a better practice or behavior. Staff members must inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

(a) Remarks about the physical attributes or development of anyone.
(b) Excessive attention toward a particular student.
(c) Sending emails, text messages or letters to students if the content is not about school

activities.

Acceptable and Recommended Staff/Student Behaviors

(a) Getting parents' written consent for any after-school activity.
(b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
(c) Emails, text, phone and instant messages to students must be professional and pertain to school activities or classes (Communication should be limited to school technology).
(d) Keeping the door open when alone with a student.
(e) Keeping reasonable space between you and your students.
(f) Stopping and correcting students if they cross your own personal boundaries.
(g) Keeping parents informed when a significant issue develops about a student.
(h) Keeping after-class discussions with a student professional and brief.
(i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
(j) Involving your supervisor if conflict arises with the student.
(k) Informing the Executive Director about situations that have the potential to become more severe.
(l) Making detailed notes about an incident that could evolve into a more serious situation later.
(m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
(n) Asking another staff member to be present if you will be alone with any type of special needs student.
(o) Asking another staff member to be present when you must be alone with a student after regular school hours.
(p) Giving students praise and recognition without touching them.
(q) Pats on the back, high fives and handshakes are acceptable.
(r) Keeping your professional conduct a high priority.
(s) Asking yourself if your actions are worth your job and career.
(t)

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

FCS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. FCS's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including reproductive health decision making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any

other consideration made unlawful by federal, state, or local laws.

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against based upon the characteristics noted above.

FCS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other persons with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Executive Director or designee.

When FCS receives allegations of unlawful harassment, discrimination, or retaliation, the Charter Council (if a complaint is about the Executive Director) or the Executive Director or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. FCS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

FCS is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Employees are expected to act in a positive and professional manner and to contribute to a productive School environment that is free from harassing or disruptive activity. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Executive Director or designee. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
    - Rape, sexual battery, molestation or attempts to commit these assaults; and
    - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.

- Unwanted sexual advances, propositions or other sexual comments, such as:
    - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience;
    - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct; and
    - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.

- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:

- Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
- Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship (*i.e.*, a romantic relationship) is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate FCS policy.

Title IX Notice of Nondiscrimination

FCS does not discriminate on the basis of sex and prohibits any acts of sex discrimination including sex-based harassment in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq*.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Charter School Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

All complaints and reports of conduct that may constitute sex discrimination including sex-based harassment should be submitted to our Title IX Coordinator, who can be reached at:

Meshawn Simmons
(530) 265-4823
msimmons@forestcharter.com
470 Searls Ave.
Nevada City, CA 95959

A copy of FCS's Title IX Policy, which includes the specific rules and procedures for reporting sex discrimination and sex-based harassment occurring within FCS's education program or activities and for pursuing available remedies, is available on the FCS website.

Whistleblower Policy

FCS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an

ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation, shall suffer harassment, retaliation, or adverse employment action. Further no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation or adverse employment action.

Drug and Alcohol Free Workplace

FCS is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other FCS stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination. In addition, we strongly encourage all of our employees to recognize that they are community role models and to conduct themselves accordingly outside of work hours.

This policy does not prohibit an employee's use of cannabis off the job and away from the workplace.

Confidential Information

All information relating to students, personal information, 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. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

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

employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Executive Director, or the Charter Council, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, FCS may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Smoking

It is the policy of FCS to prohibit smoking and vaping on all School premises and at off-campus School-sponsored events.

THE WORKPLACE

Work Schedule

Business hours are normally 9:00 a.m. – 5:00 p.m., Monday through Friday. The regular workday schedule for nonexempt employees is 7.5 hours; the regular workweek schedule is 37.5 hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Meal and Rest Periods

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute unpaid meal period, to be taken approximately in the middle of the workday, but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and FCS mutually consent to the waiver in writing.

Nonexempt employees are also provided with a paid ten (10) minute rest period for every four (4) hours worked or major fraction thereof, which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods. Employees may leave the FCS campus during their scheduled meal and rest breaks.

Lactation Accommodation

FCS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

FCS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is clean and located close to the employee's work area. Such a room/location shall not be a bathroom or contain toxic or hazardous materials, and shall have electricity, a surface to place a breast pump, and a place to sit. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

Attendance and Tardiness

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on

time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning.

If it is necessary to be absent or late, employees are expected to telephone their direct supervisor as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep their supervisor timely notified of their inability to report to work.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying a direct supervisor shall be considered a voluntary resignation from employment.

Time Sheets/Records

By law, FCS is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall be required to utilize the School's time sheet system. All employees are required to keep their supervisor advised of their departures from and returns to the school premises during the workday. Nonexempt employees are solely responsible for ensuring accurate information on their time sheets and remembering to record time off.

No one may record hours worked on another's time sheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

All employees are required to keep their supervisor advised of their departures from and returns to the school premises during the workday.

Use of FCS Email, Voicemail, and Internet Access

FCS will permit employees to use its FCS email, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The FCS email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file or email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. FCS retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use personal devices or email accounts for School related communications. Such communications should only take place using School issued devices and via the employee's School email account.

6. Employees must be prepared for their work email and user accounts to be closed immediately upon their separation from employment with FCS. Work email boxes and user accounts are the property of FCS. Closed email accounts will be stored and accessible only to FCS administrators and technology support staff. Prior users may no longer log in, send, or receive email from this account. Any email stored in the FCS email system is the property of the School.

Personal Business

FCS's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use School material, time, or equipment for personal projects.

Visitors on Campus

Employees are not to bring visitors to campus during work hours, including children who are not students of the School, or other guests, unless their presence on campus is pre-approved, or in connection with an event that is open to the public, such as a Board of Directors meeting. Such conduct is a distraction to the School's students and interferes with students receiving instruction and employees performing their job duties. It further creates a risk of injury to the child/guest, to students and employees of the School, and to School property. Employees must arrange for childcare for their children if such children are not enrolled in the School and present on campus to attend class. The School will not be responsible for any injury/damage caused by the child/guest or to the child/guest. If the employee wishes to bring a child/guest on campus during their work hours or during a non-public event, the employee must seek the permission and approval of the School and have a school-related purpose.

Pets on Campus

No pets or animals are allowed on campus during business hours unless authorized under the School's Service Animals on School Campus policy or the School's Animals at School for Instructional Purposes policy.

Social Media

If an employee decides to post information on the Internet (i.e., TikTok, Facebook, Instagram, Snapchat, etc.) that discusses any aspect of their workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed 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;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;

- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

FCS reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

Personal Appearance/Standards of Dress

FCS employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

1) Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair.
2) Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.

Health and Safety Policy

FCS is committed to providing and maintaining a healthy and safe work environment for all employees. Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Executive Director or Business Director any potential health or safety hazards, and all injuries or accidents. In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Security Protocols

FCS has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Executive Director or designee. Employee desks or offices should be secured at the end of the day. When an employee is called away from their work area for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Executive Director when keys are missing or if security access codes or passes have been breached.

Occupational Safety

FCS is committed to the safety of its employees, vendors, contractors and the public and to

providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. FCS's administration management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately, or as soon as is practical, report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

It is the duty of every employee to know how to initiate a school lockdown, and how to report fires and other emergencies quickly and accurately as outlined in the Safety Plan. Employees should report any such emergency to the administration as soon as possible**.** In addition, all employees should know the local emergency numbers such as 911.

Employees cannot transport any sick or injured students to a medical facility, but will call 911 for assistance.

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

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

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School. Earnings from this job are not covered under Social Security for CalSTRS employees.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability. These contributions also cover Paid Family Leave (PFL) benefits to those out of work to care for a seriously ill family member or bond with a new child. SDI and PFL benefits are managed by California Employment Development Department (EDD) and are not determined by the School.
5. CalSTRS or CalPERS Contributions: The School participates in the California State Teachers' Retirement System (CalSTRS) and the California Public Employees' Retirement System (CalPERS), which are pension programs that provide defined benefits to qualifying members in retirement. Employees will have a percentage of their pay withheld to contribute to CalSTRS or CalPERS, and the School will also make a monthly contribution on the employees' behalf.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School will provide the employee with a written notice which describes the wage overpayment and will afford the employee an opportunity to respond before commencing any recoupment action. If the employee disputes the wage overpayment, the School shall initiate a legal action to validate the overpayment before proceeding with recoupment. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period when it will go into effect.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, they should ask the Business Director or designee to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Business Director or designee. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form

should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Business Director or designee and to fill out a new W-4 form.

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

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by- case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. FCS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Executive Director. FCS provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

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

Paydays

Paydays are scheduled twice per month, except for eligible exempt employees who will be paid at the end of the month. If an employee observes any error in their check, it should be reported immediately to the Executive Director or designee.

Certificated Employee Salary and Payroll Schedule

Certificated Supervising Teachers may be compensated on a "per student" basis or on a salary calculated on a yearly basis. Certificated Supervising Teachers who are compensated on a "per student" basis are paid in accordance with the FCS Certificated Per-Student Salary Schedule. Certificated Supervising Teachers whose compensation is based on an annualized salary are paid in accordance with the FCS Certificated Annual Salary Schedule. Both options will be reviewed with the Certificated Supervising Teacher annually and the Executive Director has the discretion to offer either option for the following year.

Classified Employee Salary and Payroll Schedule

Classified employees are paid a daily or an hourly rate as specified in their at-will employment

agreements, in accordance with the FCS Classified Salary Schedule. Such employees are paid on a semi-monthly basis on the 10th and 26th of each month.

Expense Reimbursement

FCS will reimburse employees for any reasonably necessary School materials or for travel expenses incurred while on assignments away from the normal work location. All purchases of materials, travel, and related expenses must have the prior approval of the Business Director, or a designee appointed by the School for reimbursement purposes. Any such expenses must also be within the parameters of the School's policy as outlined below.

Supplies and Materials

Employee requests for purchase of supplies, materials or equipment must be submitted to the Business Director in advance utilizing the schools Purchasing Pre-Approval Form found in the shared staff folder. Purchase requests will be reviewed by the Business Director or a designee and must have signed approval before orders are processed. If the purchase request is denied, the staff member will be notified.

If a purchase request is approved, the employee is to purchase the item(s) and submit the original receipt for the item(s) purchased, to the Business Director or designee. All receipts should be submitted within two (2) weeks following the purchase of the approved item(s).

Mileage

Employees who are permitted or required to drive their personal vehicle for an FCS related purpose may be entitled to a mileage reimbursement. Employees may seek reimbursement by submitting the School's Claim for Mileage Reimbursement form to the Business Director or a designee.

FCS will only reimburse mileage that is not a part of the employee's drive to and from work. The applicable reimbursement rate is the rate established by the Internal Revenue Service. Employees must seek the advanced permission of the Executive Director or designee prior to driving on behalf of the School.

Please see the Mileage Reimbursement Policy for more details.

Cell Phone/Cell Phone Stipend

Forest Charter School provides eligible employees with a School issued cell phone for school related use. Employees with a school issued cell phone must use that device for any school related business.

Forest Charter School provides eligible employees with a stipend for the business related use of their personal cell phones. Employees may be eligible for a cell phone stipend if they are required by their job positions to use their personal cell phones for work purposes. Employees who have the option to use a work phone or a digital phone such as Google Voice to complete all work-related phone calls are considered to have phone access through these means and therefore are not eligible for a cell phone stipend.

Steps for Cell Phone Stipend Request and Approval

Employees may be approved for a cell phone stipend as follows:

1. Administration shall inform staff that their job role entitles them to a stipend.
2. FCS shall set the stipend amount and confirm the terms of payment (e.g., frequency, timing, etc.) with the employee directly.
3. The stipend amount will be based on the expected degree of use of the employee's cell phone.

See the Cell Phone Policy in the shared staff folder for more information

Wage Attachments and Garnishments

Under normal circumstances, FCS will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Business Director will discuss the situation with the employee.

Medical Benefits

Eligibility

An employee is eligible for medical coverage if they are a regular employee working for the School at least thirty (30) hours per week.

Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

When Coverage Starts

Employee coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the next month. An enrollment form must be submitted to the Business Director or designee as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

Employer 403(b) Retirement Plan

A 403(b) retirement plan is generally offered to all full time employees. Employees will have the choice of the available plan options. Employee contributions to the 403(b) retirement plan is optional and monies are self-funded by the employee with pre-tax dollars.

COBRA Benefits

When coverage under the School's medical and/or dental plans ends, employees or their

dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, their spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty- six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and their spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but their spouse has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

FCS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying FCS within thirty (30) days of the event. FCS will then notify the employee or their dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later
.
There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or their spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- FCS stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee has been receiving extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer

disabled.

PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

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

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

Newly hired employees may have their performance goals reviewed by the Executive Director within the first ninety (90) days of employment.

Salary and potential for advancement will be based largely upon job performance. On a periodic basis, the Executive Director or designee will review employee job performance with employees in order to establish goals for future performance and to discuss current performance. FCS's evaluation system will in no way alter the at-will employment relationship.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Business Director advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable FCS to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. FCS will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Business Director. Only the Executive Director or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, FCS will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct

will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Charter Council and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

HOLIDAYS AND LEAVES

Holidays

The FCS calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

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

Other days during the school year, such as days during the School's calendared breaks, shall not be paid time for nonexempt employees in active status. Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Executive Director. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. personal necessity day, etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day. Employees on any leave of absence do not earn holiday pay.

Summer Break

Notwithstanding any other portion of this policy, full-time, twelve (12) month, nonexempt employees may receive a twelve (12) day paid vacation, which FCS shall schedule to take place in July only.

Sick Leave

General

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) or a designated person (i.e., a person identified by the employee at the time the employee requests sick leave) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address qualifying acts of violence, including but not limited to domestic violence, sexual assault, or stalking, that are committed against themselves or a family member.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment.

All full-time certificated staff shall be credited with eighty (80) hours of sick leave at the beginning of each work year. All admin and other twelve (12) month exempt employees shall be credited with ninety (90) hours of sick leave at the beginning of each work year. Furthermore, all full-time classified office staff shall be credited with one hundred and five (105) hours of sick leave at the beginning of each work year. All other employees, including part-time employees, will be credited with forty (40) hours of paid sick leave at the beginning of each work year. Employees do not accrue additional sick leave.

Sick leave is not available to non-employees such as vendors or independent contractors. Sick leave is not payable upon separation from the School. Employees hired during the work year shall receive a prorated amount of paid sick leave, however, no employee shall receive less than forty (40) hours.

Sick leave must be taken by eligible employees in increments of thirty (30) minutes. Full-time employees may use up to an additional eighty (80) hours of their accrued paid sick leave per work year with prior approval from the Executive Director. Part-time employees may use any accrued unused paid sick leave available to them. For full-time employees, accrued sick leave carries over from year to year and is not capped. For part-time employees, accrued sick leave does not carry over from year to year. The School does not pay employees in lieu of unused sick leave.

If an employee is absent longer than five (5) days due to illness, medical evidence of their illness and/or medical certification of their fitness to return to work satisfactory to the School may be required. The School will not tolerate abuse or misuse of the sick leave privilege. If the School suspects abuse of sick leave, the School may require a medical certification from an employee verifying the employee's absence.

Once an employee has exhausted sick leave, the employee may be eligible to continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

Discretionary Leave

For each school year, all eligible full-time personnel can apply to use fifty percent (50%) of their sick days as discretionary leave. (Part-time employees will have these days prorated based on their full-time equivalency). Leave days are not extra days to which employees are entitled. Rather, they have been put into place to allow staff to apply for time off in case of extenuating circumstances, or emergencies, such as death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee or their property, or the person or property of an immediate family member, adoption of a child, birth of child making it necessary for an employee who is the parent of the child to be absent from his/her position during work hours, attendance at conferences unrelated to FCS, personal legal matters, religious observances, participating in the employee's child's school activities, and business matters that cannot be conducted outside of the workday and still be paid for up to five (5) days. Discretionary leave is not a form of vacation leave and is not payable upon separation from the School.

Eligible staff will be permitted to request a discretionary leave day if they would not be able to get to the local site that same day in case a need arises. If an employee receives approval for discretionary leave that goes beyond the allotted days, they may not be paid for the extra days. Requests for leave that conflict with staff training days will require special consideration. Any discretionary leave days not used by the end of the year will remain sick days and will not be available as additional discretionary leave in a future work year.

All requests to use discretionary leave days must be submitted for approval to the Executive Director or designee in writing using the Application for Leave form. Requests for leave should be submitted as early as possible, but preferably at least fifteen (15) days prior to the first requested leave day. FCS reserves the right to deny a request to use these days.

Unpaid Leave of Absence

FCS recognizes that special situations may arise where an employee must leave their job temporarily. At its discretion, FCS may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the Executive Director.

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

During a Family Medical Leave Act leave, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee is terminated or resigns before returning to work, fails to return from a leave and is subsequently terminated, the employee may be required to reimburse any cost borne by the School for the employee's medical and dental benefits.
No paid leave time is accrued during any type of unpaid leave of absence.

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

- Employee Eligibility Criteria

  To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of CFRA where the threshold is five (5) employees).

- Events That May Entitle An Employee To FMLA/CFRA Leave

  The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA/CFRA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).

    a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment including, but not limited to, treatment for substance abuse.
    b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
    c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
    d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.

3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.
4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member
5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

- Amount of FMLA/CFRA Leave Which May Be Taken

1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight hour days per week, "twelve (12) workweeks" means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
3. The "twelve month period" in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement.

Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay During FMLA/CFRA Leave

1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave (e.g., SDI or PFL), the School and the employee may agree to have School-provided paid leave, such as sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
3. Leave taken under FMLA/CFRA shall be unpaid leave unless the employee is using paid sick leave.
4. The receipt of sick leave pay or State Disability Insurance and/or Paid Family Leave benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.
5. Employees on FMLA/CFRA leave are in inactive work status and therefore ineligible to receive holiday pay.

- Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time.

The health benefits of employees on FMLA/CFRA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA/CFRA 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 an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

FCS may recover the health benefit costs paid on behalf of an employee during his/her FMLA/CFRA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA/CFRA leave; and
2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA/CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority he/she had when the leave commenced.

- Medical Certifications

1. An employee requesting FMLA/CFRA 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. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate certification as needed.
3. 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.

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

- Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form, available from the Business Director, and submitting it to the Business Director or designee. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family 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.
5. If FMLA/CFRA 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 (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.

2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If an accommodation cannot be made, the employee will be medically separated from the School.

- Employment During Leave

  No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

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

- Employee Eligibility Criteria

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

- Events That May Entitle An Employee to Pregnancy Disability Leave

  The four (4)-month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

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

- Duration Of Pregnancy Disability Leave

  Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour

days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Pay During Pregnancy Disability Leave

    1. Pregnancy disability leave is an unpaid leave. An employee on pregnancy disability leave must use all accrued paid sick leave unless or until they are receiving wage replacement benefits.
    2. The receipt of sick leave pay or state disability insurance benefits will not extend the length of pregnancy disability leave.
    3. Sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.
    4. Employees on pregnancy disability leave are considered to be in inactive work status at that time and are not eligible to receive holiday pay while on leave.

- Health Benefits

    FCS shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) -month period. FCS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

    1. The employee fails to return from leave after the designated leave period expires.
    2. The employee's failure to return from leave is for a reason other than the following:

        - The employee is taking leave under the California Family Rights Act.
        - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
        - There is a non-pregnancy related medical condition requiring further leave.

- Any other circumstance beyond the control of the employee.

- Seniority

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

- Medical Certifications

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

- Requesting And Scheduling Pregnancy Disability Leave

  1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Business Director or designee. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
  2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
  3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
  4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
  5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which they qualify that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
  6. FCS will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return To Work

  1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not

otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, they must be reinstated to a comparable position unless one of the following is applicable:

a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with FCS policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from their healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, FCS will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment During Leave

  No employee, including employees on pregnancy disability leave, may accept employment with any other employer without FCS's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Industrial Injury Leave (Workers' Compensation)

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

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

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

- Immediately report any work-related injury to the Executive Director and/or Business Director;

- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Executive Director or designee; and
- Provide FCS with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

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

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

Business Director and to the individual responsible for reporting to FCS's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.

When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.

Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

FCS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued paid time off as wage replacement during time served, provided such paid time off accrued prior to the leave.

Except for employees serving in the National Guard, FCS will reinstate employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after

release from active duty or within such extended period, if any, as required by law.

For those employees serving in the National Guard, if they left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if they left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

FCS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the Charter School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of bereavement leave due to the death of an immediate family member without a loss in compensation during the five (5) days of absence. Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Upon request, an employee may be required to provide documentation of the death of a covered family member.

As used in this policy, "immediate family" refers to an employee's spouse/domestic partner, parent, grandparent, sibling (including brother/sister-in-law), child (including son/daughter-in-law), aunt/uncle, niece/nephew, or any blood relative living in the employee's immediate household.

Reproductive Loss Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay.

Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all nonexempt employees, the School will pay for up to five (5) days if an employee is called to serve on a jury. Employees must notify their supervisor immediately when a jury summons has been received.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Executive Director at least two (2) days notice.

School Appearance and Activities Leave

As required by law, FCS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of FCS, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advance notice of the planned absence. The employee must use accrued but unused paid leave (e.g. sick leave, discretionary leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a twelve (12) month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Victims of Abuse Leave

FCS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime.. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide FCS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide FCS one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose

authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, FCS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Business Director.

Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Executive Director or designee thirty (30) days' notice before returning from leave. Whenever FCS is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Executive Director.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

The following conduct is prohibited and will not be tolerated by FCS. This list of prohibited conduct is illustrative only and applies to all employees of FCS; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of FCS. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's supervisor or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the hours worked, when applicable, of another employee or permitting or arranging for another employee to record the clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on School premises without prior written approval of administration, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.

24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.
26. Unprofessional conduct.
27. Allowing a visitor onto campus without prior authorization and without the appropriate clearances.
28. Failure to disclose an investigation or pending action against the employee's credential by the California Commission on Teacher Credentialing or other licensing board.
29. Failure to appropriately supervise students.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

While FCS 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 or its 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 work will not be tolerated.

While employed by FCS, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to FCS explaining the details of the additional employment. If the additional employment is authorized, FCS assumes no responsibility for it. FCS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Termination of Employment

Should it become necessary for an employee to terminate their at-will employment with FCS, employees should notify the Executive Director regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

INTERNAL COMPLAINT REVIEW

The purpose of the "Internal Complaint Review Policy" is to afford all employees of FCS the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Executive Director or Board of Directors to express their work-related concerns. Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School's "Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation."

Internal Complaints
(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a coworker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Executive Director or designee:

1. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Executive Director or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Executive Director, the complainant may file his or her complaint in a signed writing to the Charter Council Chair, who will then confer with the Charter Council and may conduct a fact-finding or authorize a third party investigator on behalf of the Charter Council. The Charter Council Chair or investigator will report his or her findings to the Charter Council for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns and the need for resolution without fear of adverse consequences to employment.

Policy for Complaints Against Employees
(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the Executive Director or Charter Council Chair (if the complaint concerns the Executive Director) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Executive Director (or designee) shall abide by the following process:

1. The Executive Director or designee shall use their best efforts to talk with the parties

identified in the complaint and to ascertain the facts relating to the complaint.

2. In the event that the Executive Director (or designee) finds that a complaint against an employee is valid, the Executive Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Charter Council. The decision of the Charter Council shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Charter Council (if a complaint is about the Executive Director) or the Executive Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of FCS in effect at the time of publication.

FCS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the Principal or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

FCS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against you or someone else:

_____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

_____

_____

_____

_____

I acknowledge that I have read and that I understand the above statements. I hereby authorize FCS to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

_____
Name of Complainant

_____ _____
Signature of Complainant Date

Received by: _____ _____
Date

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against:

_____

List any witnesses that were present: _____

_____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

_____

_____

I hereby authorize FCS to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

_____
Name of Complainant

_____ _____
Signature of Complainant Date

Received by: _____ _____
Date

Appendix C

California Workplace - Know Your Rights

As a worker in California, you are entitled to know and exercise your workplace and constitutional rights. Labor laws, including but not limited to standards for wages, hours and health and safety, apply to all workers in the state *regardless of immigration status*

It is against the law for your employer to retaliate against you for exercising your rights, including:

- Filing a complaint with the Labor Commissioner, Cal/OSHA, the Civil Rights Department, or another government agency.
- Asking about your employer's compliance with federal, state, or local law.
- Talking with others about their rights or helping them exercise their rights under federal, state, or local law.

Examples of illegal retaliation include firing you, reducing your work hours, or threatening to report you or a relative to immigration authorities because you exercised your rights.

Workplace Protections Related to Immigration Status

Your right to Notice of Immigration Inspections *(Labor Code § 90.2)*

If your employer receives notice of an upcoming immigration agency's inspection of I-9 Employment Eligibil Verification forms or other employment records, your employer must post a notice informing workers and their union representative, if applicable, within 72 hours of receiving that notice.

Your protections against unfair immigration-related practices *(Labor Code §§ 1019-1019.2)*

Under California law, it is unlawful for employers to retaliate against you or threaten immigration-relatec action when you exercise your rights. An employer is prohibited from taking any of the following actions because you exercised your rights:

- Refusing to accept identification documents during the I-9 process (proof of ID and federal permission to work) that appear to be genuine.
- Using E-Verify in a way not required or authorized by law.
  - For example, using E-Verify to reverify employment eligibility for an employee when not legally required to do so or screening only specific workers rather than all workers in a workplace without a legitimate basis for doing so.
- Reporting or threatening to report you or your family to immigration authorities.
- Filing or threatening to file any false report to the police or a state or federal agency.

Your right to designate an emergency contact *(Labor Code § 1555)*

Your employer **must** allow you to provide them with emergency contact information and to indicate if you want the emergency contact to be notified if you are arrested or detained at work. If you are arrested or detained at work and your employer has knowledge of it, they **must** notify your designated emergency contact if you choose that option.

Your right to organize a union or engage in protected activity in the workpl

Most employees in California have the right to organize, join, or participate in union activities. Employees also have the right to jointly act with co-workers to address work-related issues and concerns to improve working conditions or for the purpose of collective bargaining. **This means you have the right to join with coworkers to request better working conditions or raise work-related concerns, including about wages, hours, health and safety, and other terms of employment.** You also have the right to not participate in union activities or protected activities. It is illegal for your employer to:

- Interfere with or discourage your union activity or protected activities.
- Threaten you, or retaliate or discriminate against you, because of your union support or protected activities.

Your rights when interacting with law enforcement, including immigration agents, in the workplace

California workers have certain rights and protections under the U.S. Constitution, ***regardless of their immigration status***, including when law enforcement (including a federal immigration agent) approache
In addition, under California law, state and local law enforcement cannot assist federal agencies such as
with immigration enforcement in most circumstances.

Your right to be free from unreasonable searches *(U.S. Constitution, 4th Amendment)*

- If law enforcement, including immigration agents, ask if they can search you or your personal belongings, unless they have a judicial warrant specifically authorizing a search of your person or your personal belongings, you have the right to say no.
- If the officer conducts the search, even if you say no – remain calm, do not physically resist, and do not run.

Law enforcement can enter *public areas* without a warrant. Public areas may include a lobby, waiting room, public dining area, or parking lot of a workplace. In most circumstances, law enforcement needs a judicial warrant, signed by a judge, to enter *non-public areas* of your workplace without consent. Non-public areas may include a breakroom, employee restroom, workspace, or any area marked as employees only. Administrative forms, such as an I-200 or I-205, are not a judicial warrant.

In California, your employer is prohibited from providing voluntary consent to an immigration enforcement agent to enter *non-public* areas of the workplace. Without a judicial warrant, your employer must refuse entry to immigration enforcement to *non-public* areas of the workplace.

More detailed information can be found in the DOJ's and LCO's joint Immigrant Worker Protection Act FAQ (https://oag.ca.gov/system/files/media/ab450-faqs.pdf).

Your right to be free from unreasonable seizures *(U.S. Constitution, 4th Amendment)*

- You are protected against unreasonable seizures, which includes detaining or arresting you.
- Law enforcement must have a reasonable suspicion of wrongdoing before they can stop and questio
search you. You can ask "Am I being detained?" or "Am I free to leave?" If the officer says that you a
being detained or you are free to leave, then you can walk away calmly.
- An arrest requires probable cause and occurs when a person is taken into custody by law enforceme
officers.
- Law enforcement agents do not need a judge-signed warrant to arrest someone in public.
- You have the right to speak to a lawyer if you are arrested. You may be pressured to sign documents
do not have to sign anything without speaking to an attorney.

Your right to remain silent *(U.S. Constitution, 5th Amendment)*

- Anything you say to law enforcement officers can be used against you in court.
- You have the right to remain silent, even if you are asked about your immigration status.
- If you wish to remain silent, clearly state so, request to speak with an attorney **and then remain silent.**
- Do not provide false information, false identification, or false documents to an officer. Providing false documents is a federal offense and may carry severe immigration consequences for noncitizens.

Your right to record interactions with law enforcement in public spaces under the 1st Amendm

The public has the right to observe and record officers and government officials carrying out their duties public. If you choose to record, you should stand a safe distance away and do not interfere with the offic actions. Physical obstruction or verbal escalation can put your safety at risk and may lead to criminal cha

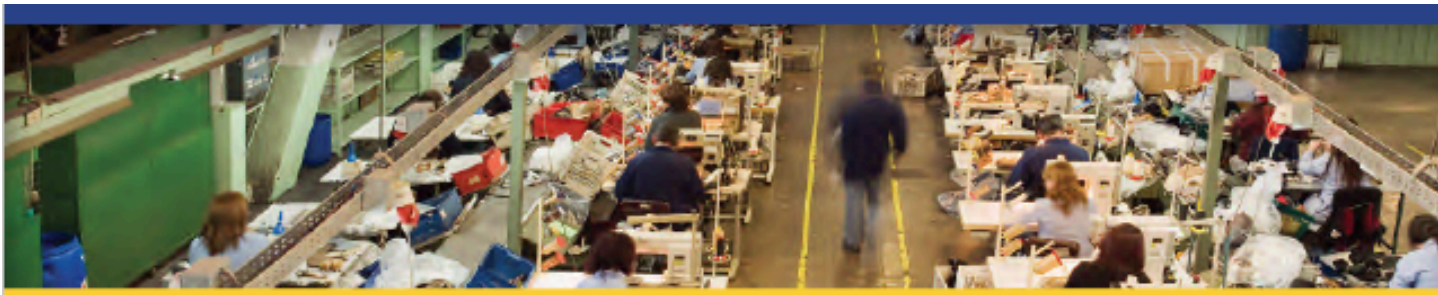
Access to legal representation

If you are arrested, you have the right to an attorney. If you cannot afford an attorney, you can get a government-appointed attorney to represent you in a criminal case.

However, if you are arrested by U.S. Immigration and Customs Enforcement (ICE) or U.S. Customs and Bo Protection (CBP), which includes Border Patrol, for civil immigration violations, you have the right to con with a lawyer, but the government is not required to provide a lawyer for you. If you are arrested by ICE you may invoke your right to speak with an attorney before saying or signing anything. You may also ask speak to your consulate who may provide assistance.

Workers' Compensation

You have the right to workers' compensation benefits if you are injured or become ill because of your jo The benefits provide you with medical care for your injury/illness, partially replace the wages you lose w you are recovering, and help you return to work. For additional information, visit www.dir.ca.gov/dwc/ o



Who can I contact if I believe my rights have been violated?

If you believe your rights have been violated, below is a list of government agencies where you can seek ass

California Department of Industrial Relations (DIR):

California Labor Commissioner's Office (LCO)

Information: (833) LCO-INFO (833-526-4636)
Immigration helpline: (855) 526-7775
www.dir.ca.gov/dlse/

California Division of Workers Compensation (DWC)

(800) 736-7401
dir.ca.gov/dwc/

California Division of Occupational Safety and He (Cal/OSHA)

(833) 579-0927
https://www.dir.ca.gov/dosh/

Other California Agencies:

California Attorney General (AG)

(800) 952-5225
www.oag.ca.gov

California Agricultural Employees
Agricultural Labor Relations Board (ALRB)

(800) 449-3699
www.alrb.ca.gov

California Civil Rights Department (CRD)

(800) 884-1684
calcivilrights.ca.gov/

California Public Sector Employees and Transportation Network Company Drivers
Public Employment Relations Board (PERB)

(916) 322-3198
perb.ca.gov

Federal Agencies:

Private Sector Employees
National Labor Relations Board (NLRB):

(844) 762-6572
www.nlrb.gov

Federal Employees
U.S. Federal Labor Relations Authority (FLRA):

(771) 444-5801
https://www.flra.gov/

Railway and Airline Employe
National Mediation Board (N

(202) 692-5000
https://nmb.gov/NMB_Applic

Non-Governmental Organizations:

You may also contact a nonprofit legal or community-based organization for assistance. For a list of organizations that partner with state agencies to help workers to understand their rights, scan the QR code to the right, or visit www.dir.ca.gov/dlse/Nonprofit-Legal-