



# **EMPLOYEE HANDBOOK 2022 - 2023**

**1099 Bedford Drive Camarillo, CA 93010  
(805) 482-4608**

**<http://universitycharterschools.csuci.edu/UPCSchools/site/default.asp>**

## TABLE OF CONTENTS

	<b>Page</b>
<b>INTRODUCTION TO HANDBOOK .....</b>	<b>1</b>
<b>Welcome Statement.....</b>	<b>1</b>
<b>University Preparation Charter School Mission Statement .....</b>	<b>1</b>
<b>CONDITIONS OF EMPLOYMENT .....</b>	<b>2</b>
<b>Equal Employment Opportunity Is Our Policy .....</b>	<b>2</b>
<b>Employment At-Will.....</b>	<b>3</b>
<b>Employment Applications .....</b>	<b>3</b>
<b>Criminal Background Checks.....</b>	<b>3</b>
<b>Tuberculosis Testing .....</b>	<b>3</b>
<b>Immigration Compliance .....</b>	<b>4</b>
<b>Child Abuse and Neglect Reporting.....</b>	<b>4</b>
<b>Professional Boundaries: Staff/Student Interaction Policy .....</b>	<b>5</b>
<b>Policy Prohibiting Unlawful Harassment .....</b>	<b>8</b>
<b>Whistleblower Policy.....</b>	<b>11</b>
<b>Drug-Free Workplace.....</b>	<b>11</b>
<b>Confidential Information.....</b>	<b>11</b>
<b>Anti-Nepotism Policy .....</b>	<b>12</b>
<b>Conflict of Interest .....</b>	<b>13</b>
<b>Smoking.....</b>	<b>13</b>
<b>THE WORKPLACE.....</b>	<b>14</b>
<b>Employment Status .....</b>	<b>14</b>
<b>Working Hours and Schedule .....</b>	<b>15</b>
<b>Meal and Rest Periods .....</b>	<b>15</b>
<b>Lactation Accommodation.....</b>	<b>16</b>
<b>Attendance and Tardiness .....</b>	<b>16</b>
<b>Timekeeping Procedures .....</b>	<b>16</b>
<b>Use of Email, Voicemail and Internet Access .....</b>	<b>17</b>
<b>Social Media.....</b>	<b>18</b>
<b>Personal Business .....</b>	<b>18</b>
<b>Receiving Gifts.....</b>	<b>18</b>
<b>Policy Against Workplace Violence.....</b>	<b>19</b>
<b>Operation of Vehicles.....</b>	<b>20</b>
<b>Use of Stationery and Mail Services .....</b>	<b>20</b>
<b>Bulletin Boards .....</b>	<b>20</b>
<b>Solicitation and Distribution of Literature .....</b>	<b>21</b>
<b>Employee Dress and Personal Appearance .....</b>	<b>21</b>
<b>Telework Policy .....</b>	<b>22</b>
<b>Health and Safety Policy.....</b>	<b>26</b>
<b>Security Protocols.....</b>	<b>26</b>
<b>Occupational Safety .....</b>	<b>26</b>
<b>Accident/Incident Reporting .....</b>	<b>27</b>
<b>Reporting Fires and Emergencies.....</b>	<b>27</b>

<b>EMPLOYEE WAGES AND HEALTH BENEFITS.....</b>	<b>27</b>
Payroll Withholdings .....	27
Overtime Pay .....	28
Payment of Wages .....	28
Garnishments, Attachments and Judgments.....	29
Employee Medical Benefits .....	29
COBRA Benefits.....	30
Retirement Plan .....	31
<b>PERSONNEL EVALUATION AND RECORD KEEPING .....</b>	<b>31</b>
Employee Reviews and Evaluations .....	31
Exempt Employees (salaried teachers and management) .....	32
Nonexempt, Part-time and all Classified Employees .....	33
Personnel Files and Record Keeping Protocols.....	33
<b>HOLIDAYS, VACATIONS AND LEAVES .....</b>	<b>33</b>
Holidays.....	33
Vacation .....	34
Sick Leave .....	34
Personal Necessity Leave .....	35
Unpaid Leave of Absence .....	36
Family Care and Medical Leave .....	36
Pregnancy Disability Leave .....	42
Industrial Injury Leave (Workers' Compensation).....	45
Military and Military Spousal Leave of Absence.....	46
School Appearance and Activities Leave .....	47
Bereavement Leave .....	48
Jury Duty or Witness Leave.....	48
Voting Time Off.....	48
Personal Development/Employee Education .....	48
Bone Marrow and Organ Donor Leave.....	49
Returning From Leave of Absence .....	50
<b>DISCIPLINE AND TERMINATION OF EMPLOYMENT .....</b>	<b>50</b>
Rules of Conduct .....	50
Off-Duty Conduct.....	51
Termination of Employment .....	52
Verification of Employment .....	52
<b>INTERNAL COMPLAINT REVIEW .....</b>	<b>53</b>
Open Door Policy .....	53
Internal Complaints .....	53
Policy for Complaints Against Employees .....	53
General Requirements .....	54
<b>AMENDMENT TO EMPLOYEE HANDBOOK .....</b>	<b>54</b>
<b>APPENDIX A - HARASSMENT COMPLAINT FORM</b>	
<b>APPENDIX B - INTERNAL COMPLAINT FORM</b>	

# INTRODUCTION TO HANDBOOK

## Welcome Statement

Welcome! As an employee of University Preparation Charter School at CSU Channel Islands (“UPCS”), you are an important member of a team effort. We hope that you will find your position with our organization rewarding, challenging and productive.

Because our success depends upon the dedication of our employees, we have been highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of UPCS.

This Handbook is designed to help employees get acquainted with UPCS. It explains some of our philosophies and beliefs, and describes in general terms, 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 UPCS. 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 UPCS 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 the UPCS 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. UPCS 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 Board of Directors has the authority to enter into any employment or other agreement that modifies UPCS policy. Any such modification *must* be in writing.

This Handbook is the property of the UPCS, and it is intended for personal use and reference by employees of the UPCS. Circulation of this Handbook outside of UPCS requires the prior written approval of the Executive Director or designee.

Employees must sign the acknowledgment form at the back of this Handbook, tear it out, and return it to the Executive Director or designee. This will provide UPCS with a record that each employee has received this Handbook.

## University Preparation Charter School at CSU Channel Islands- Mission Statement

*UPCS is a collaborative community of innovative learners who seek out challenges and persevere toward individual and shared goals. We provide multiple opportunities for students to thrive in a diverse and compassionate learning environment.*

This Handbook is the property of UPCS and must be returned upon separation from employment.

## **CONDITIONS OF EMPLOYMENT**

### **Equal Employment Opportunity Is Our Policy**

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

- Race (including traits historically 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 pregnancy, childbirth, breastfeeding, and medical conditions related to such),
- 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 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, UPCS 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 UPCS 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. UPCS will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. UPCS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable

and will not impose an undue hardship, UPCS will make the accommodation.

### **Employment At-Will**

Except if stated expressly otherwise by employment contract, it is the policy of UPCS that all employees are considered “at-will” employees of UPCS. Accordingly, either UPCS 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, UPCS memoranda or other materials provided to employees in connection with their employment shall require UPCS to have “cause” to terminate an employee or otherwise restrict UPCS’s right to release an employee from their at-will employment with UPCS. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict UPCS’s right to terminate at-will. No UPCS representative, other than the Board of Directors 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 UPCS that are not consistent with UPCS’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, UPCS 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.

### **Employment Applications**

UPCS relies upon the accuracy of information and data presented throughout the hiring process. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in UPCS’s exclusion of the individual from further consideration for employment, or if the person has been hired, release from at-will employment.

### **Criminal Background Checks**

As required by law, all individuals working or volunteering at UPCS will be required to submit to a background criminal investigation. No condition or activity will be permitted that may compromise UPCS’s commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at UPCS include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with UPCS, be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Executive Director or designee.

### **Tuberculosis Testing**

All employees of UPCS must submit written proof from a physician 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 active TB. The examination for tuberculosis 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 assessment 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 are conditions of initial employment with UPCS and the costs of which 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 UPCS 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 students.

### **Immigration Compliance**

UPCS 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 his or her identity and legal authority to work in the United States on the first day of work. The most common forms of identification are a driver's license and social security card; however, other documents can be used, as specified on the I-9 form. However, UPCS 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.

UPCS 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 he or she holds or presents 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.

Questions or requests for more information on immigration law issues should be directed to the Executive Director. Failure to complete the I-9 form within three (3) business days of the date of hire may subject an employee to termination or unpaid suspension until the form is completed.

### **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.

UPCS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees 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 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.

### **Professional Boundaries: Staff/Student Interaction Policy**

UPCS 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.

#### 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 UPCS personnel:

- A. Examples of PERMITTED actions (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 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 (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.

### Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all UPCS 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, 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, he or she 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 that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from UPCS facilities.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

**(These behaviors should only be exercised when a staff member has parent 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, acting as an educator, is prevented from using a better practice or behavior. Staff members should 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 very professional and pertaining 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 a 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.

### **Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation**

UPCS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. UPCS's policy prohibits unlawful harassment, discrimination and retaliation based upon race (including traits historically 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 pregnancy, childbirth, breastfeeding, and related medical conditions); 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..

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.

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

When UPCS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (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. UPCS 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

UPCS 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 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. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to a Director. 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.
  - 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 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 UPCS policy.

### **Whistleblower Policy**

UPCS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within UPCS. As representatives of UPCS, 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 UPCS has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of UPCS to raise serious concerns about the occurrence of illegal or unethical actions within UPCS before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of UPCS have a responsibility to report any action or suspected action taken within UPCS that is illegal, unethical or violates any adopted policy of UPCS, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to UPCS or any individual at UPCS 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 UPCS 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**

UPCS 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 UPCS 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.

### **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.

### **Anti-Nepotism Policy**

Consistent with the principle that employees and prospective employees of UPCS shall be hired, evaluated, and advanced on the basis of individual merit, without reference to considerations of race, sex, religion, sexual orientation, or national origin, or any other factors not involving professional qualifications and performance, the following restrictions, designed to avoid the possibility of favoritism based on family or personal relationship, shall be observed with respect to personnel:

1. No one with supervisory responsibility shall hire or recommend for hire any related person.
2. All persons wishing to be considered for employment with UPCS shall disclose family and personal relationships with then-current UPCS employees or students.
3. With respect to proposed employment decisions which would result in the concurrent service of related persons within the same department, a person related to an incumbent employee may not be employed if the professional qualifications of other candidates for the available position are demonstrably superior to those of the related person.
4. With respect to the concurrent service of related persons within the same department, neither related person shall be permitted, either individually or as a member of the faculty or as a member of a committee, to participate in the evaluation, advancement, or salary decisions of the other related person.
5. No member of the Board, UPCS administration or faculty member shall engage in recommendations, discussions, or otherwise participate in any decision or recommendation relating to the appointment, promotion, retention, tenure, or employment of a related person.
6. In the event of a lack of candidates, a need for specialized skills, or other unique circumstances as determined on a case-by-case basis, the restriction against hiring related persons may be waived in the best interest of UPCS upon the approval of the Board of Directors, subject to compliance with other applicable conflict of interest laws.
7. When other qualified candidates have not applied, assignments of short duration (generally less than sixty [60] working days), may be exempt from these guidelines, subject to compliance with other applicable conflict of interest laws.
8. This policy shall not supplant the application of applicable conflicts of interest laws to UPCS.

### Definition of “Related Persons”

The following relationships create related persons:

- Parent and child;
- Siblings;

- Grandparent and grandchild;
- Aunt and/or uncle and niece and/or nephew;
- First cousins;
- Spouses and registered domestic partners;
- Guardian and ward;
- Any corresponding in-law, step, or adoptive relative, or anyone residing in a permanent basis in the home of a current UPCS employee or student; and
- Persons engaged in amorous relationships, meaning a relationship in which two (2) persons voluntarily have a physical relationship or are engaged in a romantic courtship (e.g. dating or engaged) that may or may not have been consummated.

### Policy Statement on Consensual Relationships

Consensual romantic or sexual relationships between supervisors and employees and between faculty/staff are potentially exploitative and must be avoided. They raise serious concerns about the validity of the consent, conflicts of interest, and unfair treatment of others. In addition, a supervisor will be prohibited from evaluating an employee's job performance if he/she is romantically/sexually involved with that employee.

UPCS's anti-nepotism policy precludes individuals from evaluating the work performance of others with whom they have intimate familial or personal relationships, or from making hiring, salary, or similar financial decisions concerning such persons. The same principles apply to supervisor-employee relationships in the context of work or academic evaluation.

Violations of this Policy Statement on Consensual Relationships, if proven, will result in the imposition of corrective actions and/or disciplinary sanctions, up to and including dismissal from 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 Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, UPCS may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

### **Smoking**

UPCS facilities are designated as smoke-free.

# THE WORKPLACE

## Employment Status

Employees in UPCS are classified into the following categories but are all considered “at will”:

### 1. Regular Employees

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

#### A. Exempt Employees

Exempt employees are those whose job assignments meet the federal and state requirements for overtime exemptions. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Generally, executive, administrative, and professional employees are overtime exempt.

#### B. Full-time Nonexempt Employees

Full-time nonexempt employees are those who are normally scheduled to work and who do work a schedule of forty (40) hours per week.

#### C. Part-time Nonexempt Employees

Part-time nonexempt employees are those who are scheduled to and do work less than forty (40) hours per week but not fewer than twenty (20) hours per week. Part-time nonexempt employees may be assigned a work schedule in advance or may work on an as-needed basis. nonexempt

### 2. Temporary Employees

Temporary employees are those who are employed for short-term assignments. Short-term assignments will generally be periods of three (3) months or less; however, such assignments may be extended. An employee will not change from temporary status to another employee status unless specifically informed of such change in writing. Temporary employees may be classified as exempt or nonexempt based on whether the employee meets the federal and state requirements to qualify as an exempt employee.

### 3. Inactive Status

Employees who are on any type of leave of absence, either work-related or non-work-related, will be placed on inactive status. During the time the employee is on inactive status, benefits such as paid leave will cease to accrue.

#### **4. Temporary Transfer**

Employees who request a temporary transfer for medical and/or other valid reasons will be considered for that transfer if a position exists at the time the transfer is requested and the employee is qualified to perform the job. The employee will be paid in accordance with the responsibilities and duties of the temporary job.

#### **Working Hours and Schedule**

While UPCS's regular operating hours are generally between 7:30 a.m. and 4:30 p.m., Monday through Friday, supervisors will assign individual work schedules. All employees are expected to be at their desks or workstations at the start of their scheduled shifts, ready to work. Dependability is essential to enabling operations to run smoothly. Therefore, it is important that every employee abide by their assigned hours and schedule. Toward that end, the following guidelines apply:

- It is the Executive Director or designee's responsibility for assigning a work schedule to each employee and it is the employee's responsibility to begin and end work according to that schedule;
- In order to accommodate the needs of UPCS, it may be necessary to change individual work schedules or work assignments on either a short-term or long-term basis, with or without prior notification;
- Nonexempt employees will be provided with the legally required rest periods and/or meal periods according to the hours that they work;
- At times, emergencies such as power failures, road closings, earthquakes, fires, or severe weather may interfere with UPCS's operations. In such an event, UPCS may order a temporary shutdown of part or all of its operations. For instructions on reporting during emergency circumstances, contact the Executive Director or designee, if possible. Depending on the circumstances necessitating an office closure, such time off may or may not be paid.

#### **Meal and Rest Periods**

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5<sup>th</sup> 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 UPCS mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. In the unlikely event of an emergency or unusual condition, an employee's supervisor may ask them to change or postpone their rest period in order to finish a particular project. Rest periods may not be saved and added to extend meal periods and enable an employee to leave work early or arrive late.

Employee supervisors will determine the timing of meal and rest breaks. Employees are expected to observe assigned hours and the time allowed for meal and rest periods. Employees may leave the premises during their meal and rest periods.

### **Lactation Accommodation**

UPCS 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.

UPCS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. 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 UPCS's ability to implement its educational program and disrupts consistency in students' learning.

If an employee finds it necessary to be absent or late, employees are expected to telephone the Executive Director or designee 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, they are expected to keep the Executive Director or designee sufficiently informed of the situation.

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 UPCS. Absence for more than three (3) consecutive days without notifying the Executive Director or designee will be considered a voluntary resignation from employment. A doctor's note is required for when absent for more than three (3) days due to personal illness.

### **Timekeeping Procedures**

In compliance with applicable federal and state laws, and in order to maintain accurate timekeeping records, all nonexempt employees must:

- Record the actual time worked for payroll and benefit purposes;
- Record the hours worked in whole, half, and quarter hours
- Record any departure from work for any non-work related reason; and
- Not allow any employee to alter, falsify, or tamper with your time records, or record time on another employee's time record. Such action is prohibited and subject to disciplinary action, up to and including termination of employment.

Employees may NOT clock or sign in more than six (6) minutes before the start or their scheduled shift nor clock or sign out later than six (6) minutes after the end of their scheduled shift.

All nonexempt employees must sign their time record to certify the accuracy of all time recorded. Any errors on an employee's timecard should be reported immediately to the direct supervisor, who will attempt to correct legitimate errors. Employees and their supervisors must initial any corrections to timecards.

Non-exempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

Exempt employees must report absences from work for reasons such as previously approved leaves of absence, sick leave, personal business, or vacation, on the appropriate time off form. Please request the form from the Human Resources office.

### **Use of Email, Voicemail and Internet Access**

UPCS will permit employees to use its electronic mail, 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 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 of Email or voicemail messages without the latter's express permission.
4. UPCS staff will not enter an employee's personal Email files or voicemail unless there is a business need to do so. UPCS retains a copy of all passwords; passwords unknown to UPCS may not be used. System security features, including passwords and delete functions, do not neutralize UPCS's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

### **Social Media**

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- UPCS equipment, including its computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be adhered to;
- Employees must make clear that the views expressed in their postings are their own and not those of UPCS;
- Employees may not use UPCS's logos, trademarks and/or copyrighted material and are not authorized to speak on UPCS's behalf;
- Employees are not authorized to publish any confidential information maintained by UPCS;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing UPCS, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against sexual harassment and retaliation

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

### **Personal Business**

UPCS's facilities for handling mail and telephone calls are designed to accommodate UPCS business. Employees should have their 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 UPCS material, time or equipment for personal projects.

### **Receiving Gifts**

UPCS wishes to delineate clear policies and guidelines governing the acceptance of gifts by UPCS and its employees and to provide guidance to prospective donors interested in making gifts to UPCS.

Although we appreciate any donor who is interested in donating a gift to our School, UPCS will not engage in any of the following gift receiving practices:

- Accepting gifts that violate federal or municipal laws;
- Accepting gifts that require UPCS to provide special consideration or treatment to any client, donor, entity, etc.;
- Accepting gifts that require UPCS to deviate from its normal hiring, promotion or contracting procedures;
- Accepting personal gifts in any cash amount, including gift certificates, coupons, entertainment tickets or the like that would require or have the perception of requiring UPCS to provide special consideration or treatment to any client, donor, entity, etc.;
- Accepting gifts from organizations whose core activities may be in direct conflict with the mission of UPCS or which may limit its ability to perform its functions as a California public charter school and nonprofit public benefit corporation.

When appropriate, the Director(s) will consult with the Board of Directors regarding all gifts prior to acceptance. With that said, UPCS reserves the right to respectfully refuse any gift it believes is not in the best interest of the organization.

UPCS employees may not accept any gifts on behalf of UPCS without the prior consent of the Executive Director. This policy in no way prevents teachers and staff from receiving gifts of gratitude.

### **Policy Against Workplace Violence**

UPCS recognizes that violence in the workplace is a nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. We believe that the safety and security of UPCS employees are paramount. Therefore, UPCS has adopted this policy regarding workplace violence.

Workplace violence:

- Is any intentional conduct that is sufficiently severe, offensive, or intimidating to either cause an individual to reasonably fear for his/her personal safety or the safety of his/her family, friends, and/or property such that employment conditions are altered, or to create a hostile, abusive, or intimidating work environment for one (1) or more UPCS employees;
- May involve any threats or acts of violence occurring on UPCS premises, regardless of the relationship between UPCS and the parties involved in the incident;
- Includes threats or acts of violence that affect the business interests of UPCS or that may lead to an incident of violence on UPCS premises; and
- May also include threats or acts of violence occurring off of UPCS premises that involve employees, agents, or individuals acting as a representative of UPCS, whether as victims of or active participants in the conduct.

The security of our facilities as well as the welfare of our employees depends upon the vigilance of each employee. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances, exits and service areas. Employees should immediately notify their supervisor when unknown persons are acting in a suspicious manner in or around our facilities or when keys or other security devices are missing. Secure your classroom, desk, or office at the end of each day. When called away from the work area for an extended length of time, employees should not leave valuable and/or personal articles in or around their workstation.

Any person who engages in a threat or violent action on UPCS property may be removed from the premises as quickly as safety permits.

Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing policy or procedure of UPCS should be interpreted in a manner that prevents the making of these necessary decisions.

### **Operation of Vehicles**

The use and rental of vehicles for UPCS business are limited to authorized employees. These vehicles must only be used for work-related activities.

All employees authorized to rent vehicles for use in conducting UPCS's business must:

- Be at least eighteen (18) years of age;
- Possess a current, valid state driver's license and be able to provide an acceptable Department of Motor Vehicles ("DMV") driving record;
- Have a valid state driver's license in their possession while operating a vehicle off or on UPCS property (employees must report any change in license status or driving record to Executive Director immediately); and
- Drive safely and obey all traffic, vehicle safety, and parking laws or regulations.

From time to time, UPCS or its insurance carrier will request reports from the DMV regarding the license status and driving record of employees whose job responsibilities include driving. In the event that the license status or driving record of any employee whose job responsibilities include driving becomes unacceptable to management or UPCS's insurance carrier, that employee may be restricted from driving, reassigned, suspended, or released from his/her at-will employment at management's discretion.

Certain employees may drive their own personal vehicles while conducting UPCS business. These employees must:

- Maintain adequate personal automobile liability insurance and provide the Executive Director or designee proof of such insurance;
- Promptly submit an expense report detailing the number of miles driven on School business (UPCS will reimburse the employee for mileage in accordance with applicable reimbursement rates); and
- Observe the above policies while on UPCS business, even if driving their own personal vehicles.

### **Use of Stationery and Mail Services**

All engraved or printed UPCS stationery, envelopes, and other work materials are for UPCS business only. These materials may not be used for personal correspondence or non-business matters. When signing business letters on UPCS letterhead, the employee's name and title must be used.

Employees are requested not to send or receive personal mail using UPCS's mail services. Employees will be asked to reimburse the cost of postage for non-business-related materials sent through UPCS's mail services.

### **Bulletin Boards**

UPCS maintains bulletin boards at each office location. Bulletin boards are reserved for use by UPCS for posting work-related notices or notices that must be posted pursuant to local, state, and federal law. Employees should read the bulletin boards regularly so that they are kept informed. No one may post non-work-related items on UPCS bulletin boards.

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

Approaching fellow employees in the workplace regarding activities, organizations, or causes, regardless of how worthwhile, important, or benevolent, can create unnecessary apprehension and pressures for fellow employees. UPCS has established rules, applicable to all employees, to govern solicitation and distribution of written material during working time and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his/her supervisor.

- No employee shall solicit or promote support for any cause or organization during his/her working time or during the working time of the employee or employees at whom the activity is directed.
- No employee shall distribute or circulate any written or printed material in work areas at any time, during his/her working time, or during the working time of the employee or employees at whom the activity is directed.
- Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on UPCS property.
- As used in this policy, “working time” includes all time for which an employee is paid and/or is scheduled to be performing services for UPCS; it does not include break periods, meal periods, or periods in which an employee is not, and is not scheduled to be, performing services or work for UPCS.

### **Employee Dress and Personal Appearance**

Employees are responsible to report to work well groomed, clean and dressed according to the requirements of their position and the nature of our business. Those working in positions which require contact with students, families, vendors or the public are expected to maintain a professional appearance. 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. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women’s dresses or skirts that are no higher than three inches above the knee.
2. Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts should be modest in length and should be no higher than three inches above the knee.
3. Skirts and dresses should be no higher than three inches above the knee.
4. All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
5. For safety purposes, earrings must not dangle more than one inch below the ear.
6. Clothing or jewelry with logos that depict and/or promote gangs (as defined in Cal. Ed. Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
7. Appropriate shoes must be worn at all times.

Employees should contact their direct supervisor for specific information regarding acceptable attire for their position. Supervisors may issue more specific guidelines to employees to ensure that employee clothing and grooming is professional and appropriate for UPCS. If an employee reports to work dressed or groomed inappropriately, she/he/they may be prevented from working until she/he returns to work well-groomed and wearing the proper attire.

## **Telework Policy**

UPCS approved teleworking as a necessary work arrangement while the School is closed during the ongoing coronavirus (“COVID-19”) pandemic. This policy details conditions and requirements which apply to all temporary telework assignments during the School’s closure due to COVID-19.

### Definition

Teleworking allows employees to work at home or in an approved remote location for all or part of their regular workweek. Teleworking is not an entitlement, nor is it a school-wide benefit. This temporary arrangement in no way alters or changes the terms and conditions of employment with the School, and the promulgation of this Policy creates no employee rights in relation to teleworking. Furthermore, the School has the right to refuse to make telework available to an employee and to terminate a telework assignment without cause at any time in its sole and unreviewable discretion.

### General Requirements

Employees shall not telework unless they receive advance written approval from the School. Employees shall make arrangements with their supervisor and co-workers to address on-site job demands that arise, including returning to the work site to perform certain job duties as needed or as directed by their supervisor. Employees shall be responsible for following all School policies and procedures when teleworking. Employees shall also be solely responsible for the performance of their telework duties; assistance from third parties is strictly prohibited.

Nonexempt employees will be required to (1) record all hours worked as assigned by the School and (2) take and document applicable meal/rest periods. Nonexempt employees must also receive written approval from a supervisor prior to working additional hours or overtime. Failure to comply with timekeeping and work hours requirements may result in disciplinary action, up to and including termination from employment.

### Eligibility Considerations

Consideration will be given to employees who work in positions adaptable for telework assignments, particularly those who have demonstrated work habits and performance well-suited to successful

teleworking. In the sole discretion of the School and its management, the following eligibility factors will be considered:

- The employee has a position where effective communication can be accommodated electronically;
- The employee's telework assignment will not be detrimental to the productivity or work quality of other employees or the effective operation of the School;
- The employee must be able to perform work from home or an approved remote location without distractions or unnecessary risk to the security of School data, records, networks, or confidentiality generally;
- The employee's equipment and software must meet the School's guidelines/standards, and the employee's needs for Information Technology ("IT") support must be minimal;
- Telework sites must be in California;
- The employee must be effective at working independently for extended periods of time;
- The employee has demonstrated or can demonstrate effective time-management skills by completing tasks efficiently and within any required deadlines;
- The employee must maintain connections with work groups or teams from their remote work location; and
- The employee has no recent or pending corrective or disciplinary actions.

### Supervisor Responsibilities

Supervisors managing employees who have been permitted to telework must effectively:

- Implement the telework policy/guidelines;
- Conduct remote supervision;
- Understand the technology and tools necessary for successful remote supervision; and
- Establish communication protocols with telework employees, including making continued efforts to involve teleworking employees in office/department events, messages, etc. as applicable to preserve teamwork.

Supervisors will assess each employee's progress on a telework assignment periodically to ensure the employee's compliance with telework requirements, and address any work-related issues, including completing evaluations and other performance management as appropriate.

### Communication and Accessibility

Employees and supervisors must determine how communication between the teleworking employee, the worksite, and/or other employees also teleworking will be handled. Employees shall keep their supervisor and as needed, their co-workers or other School stakeholders (e.g., students and/or parents), informed of their availability so these individuals know how and when to reach the employee during the employee's telework assignment. Employees must be accessible by phone and email at all times to their supervisor, co-workers, School stakeholders, and the School generally during assigned work hours. Employees must notify their supervisors if they leave their telework site during agreed upon hours, aside from applicable meal and rest periods. Employees must post their telework schedule on their calendar, including applicable meal and rest periods. Employees must also remain flexible in their scheduling, and shall be available to attend staff meetings and other meetings as required by their supervisor.

## Safety

The telework space is considered an extension of the School's worksite. Employees will have the same responsibility for safe practices, accident prevention, and accident/injury reporting as in the regular worksite. In case of injury, accident, theft, loss, or tort liability related to telework, the employee must immediately report the event to their supervisor and allow the School or its authorized agent to investigate and/or inspect the telework site as needed.

Employees are responsible for establishing and maintaining a designated, adequate workspace at their telework location. When the telework location is the employee's home, the employee is responsible for ensuring the location is safe (free from hazards and other dangers to the employee or equipment), clean, professional, and free of distractions (e.g., children, pets, electronic devices, etc.).

## Supplies, Equipment, and Furniture

The School will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, and photocopiers) for each telework assignment on a case-by-case basis. The School will not provide office furniture for the workspace at home.

All necessary technology equipment will be supplied and maintained by the School, subject to availability. Equipment supplied by the School is to be used for work purposes only. Employees must sign an inventory of all School property and agree to protect the items from damage or theft. Employees shall not be entitled to reimbursement for their use of School property. Employees shall be held liable to the School whenever their wrongful or negligent act or omission causes loss, theft, disappearance, damage to, or destruction of School property. Upon cessation of a telework assignment, all School property must be returned to the School.

## Reimbursement

The School shall reimburse employees for actual and necessary expenses incurred in the employee carrying out School business when such expenses are expressly authorized and preapproved by the School.

## Information Security and Confidentiality

Employees must never provide any third parties access to the School network or share network access passwords, and must comply with all policies and procedures related to information security and network access.

Consistent with the School's expectations of information security for employees working at the office, teleworking employees must ensure that their telework location is secure and communications provided or sensitive work performed from the telework location remain confidential, away from the presence of family members or guests. Any School materials taken home, such as confidential personnel or pupil records, must be kept in a secure space within the telework location and not be made accessible to any third parties, including the employee's family members or guests. Steps which employees may take to increase security of School materials/information include use of locked file

cabinets and desks, regular password maintenance, shielding computer monitors, and any other actions appropriate for the position and the telework location.

### Performance Standards

Employees must maintain the same or an improved level of productivity and work quality while teleworking. If productivity and/or work quality begin to decline, the telework assignment will be reevaluated to determine if changes can be made or termination of the telework assignment is warranted. Telework allows a high amount of flexibility for an employee to complete their work in a timely and proper manner, and it is expected that employees will not abuse this opportunity by allowing their productivity or work quality to decline.

### Professional Boundaries

Employees must maintain appropriate levels of professionalism when interacting remotely with students and/or student's family members in full compliance with the School's "Professional Boundaries: Staff/Student Interaction" policy and as summarized below:

- Limit communications with students to issues involving School activities or classes only;
- Ensure professional communications with students by avoiding conversations of an overly personal, inappropriate, sexual, offensive, or indecent nature;
- Respect the privacy rights of students by ensuring communications and/or documents involving confidential pupil information are safeguarded appropriately;
- Maintain the same degree of formality as would be appropriate when working on-site, including in manner of speech, tone, method of communication, and appearance and dress, particularly when the employee may be communicating with students via video chat; and
- Continue to comply with any and all School policies, including enforcing appropriate student behavior and student discipline, child abuse and neglect reporting protocols, and prohibitions on harassment or other inappropriate conduct.

Employees who fail to demonstrate acceptable professional boundaries during a telework assignment may be subject to disciplinary action, up to and including termination from employment.

### Evaluation and Duration

Evaluation of employee performance during the teleworking assignment may include daily interaction by video, phone and/or email between the employee and the supervisor, and weekly face-to-face and/or video meetings whenever possible to discuss work progress and problems, as needed.

The School may modify or terminate telework assignments at any time, with or without cause or advance notice. Although not required, the School shall endeavor to provide seven (7) days' notice of the modification or termination of any telework assignment whenever possible. All telework assignments shall be subject to termination upon resumption of regular onsite duties at the School following the COVID-19 pandemic.

### **Health and Safety Policy**

UPCS is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with UPCS'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 designee any potential health or safety hazards, and all injuries or accidents.

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

Employees will be properly trained in COVID-19 prevention, screening, and mitigation prior to school opening physically.

### **Security Protocols**

UPCS 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 desk or office 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 work station 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 or designee when keys are missing or if security access codes or passes have been breached.

### **Occupational Safety**

UPCS 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 UPCS 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 UPCS that accident prevention shall be considered of primary importance in all phases of operation and administration. UPCS's 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 UPCS 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 UPCS 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 report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

## **EMPLOYEE WAGES AND HEALTH BENEFITS**

### **Payroll Withholdings**

As required by law, UPCS 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 UPCS. (STRS contributors are exempt from Social Security withholding)
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, they should ask the Executive 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 Executive 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 Executive 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. UPCS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Executive Director. UPCS 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.

### **Payment of Wages**

Paydays are scheduled semi-monthly on the fifteenth (15<sup>th</sup>) and the last day of the month, or the last workday before the fifteenth (15<sup>th</sup>) and the last day of the month. If a regular payday falls on a weekend or holiday, employees will be paid on the preceding workday.

UPCS utilizes automatic payroll deposit for employees. Employees may change/update automatic payroll deposit at any time. To begin, an employee must complete a form (available from the Human Resources office) and return it at least one (1) month before the pay period for which they would like the service to begin. Employees should carefully review their payroll deposit statements for the first two (2) pay periods after the service begins.

UPCS does not permit advances against paychecks or against Personal Necessity Leave.

If there is an error in an employee's paycheck, they should report it immediately to their direct supervisor. No one other than the employee to whom the paycheck is written will be allowed to pick up a paycheck unless written authorization has been given for another person to do so.

### **Garnishments, Attachments and Judgments**

Under normal circumstances, UPCS will not assist creditors in the collection of a personal debt from employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments, which legally require UPCS to withhold part of an employee's earnings in their favor, reducing the employee's take-home pay. UPCS must comply with all withholding requirements as imposed by state or federal law.

### **Medical Benefits**

## Eligibility

UPCS is interested in employee health and well-being. UPCS provides both a Preferred Provider Organization (“PPO”) and Health Maintenance Organization (“HMO”) plan for eligible employees and their dependents.

Eligible employees at UPCS are provided a wide range of benefits. A number of the programs (such as social security, workers’ compensation, state disability and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent on a variety of factors including employee classification. If an employee is a part-time or temporary employee, no benefits are available except as required by law. If an employee is a full-time regular employee they will be eligible for the benefits described in this Handbook as soon as they meet the eligibility requirements for each particular benefit.

All full-time employees are eligible for health, dental, and vision benefits at no cost to the employee only. Employees who are considered part-time, but who average thirty (30) hours or more per week, may qualify for prorated benefits from UPCS. Employees should contact the Executive Director or designee to find out if they qualify.

If an employee wishes to cover other family members, there will be a cost to the employee. Please see the Executive Director or designee for the current rate sheets.

Details about current health insurance coverage options, including eligibility and payment requirements, are available from the Executive Director or designee, at the time they become eligible for enrollment.

## 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 Executive 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.

## **COBRA Benefits**

When coverage under UPCS’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, employees must pay the full cost of coverage - the employee contribution and UPCS’s previous contribution plus a possible administrative charge.

Medical coverage for an employee, his or her 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 his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her 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.

UPCS 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 UPCS within thirty (30) days of the event. UPCS will then notify the employee or his/her 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 his/her 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;
- UPCS stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee 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.

### **Retirement Plan**

UPCS offers participation in CalPERS to employees in non-certificated positions and participation in CalSTRS for employees in teaching and other certificated positions. UPCS also offers eligible employees the chance to participate in voluntary 403(b) retirement plans that are 100% employee-funded. For information regarding eligibility, contributions, benefits and tax status, contact the Executive Director or designee.

## **PERSONNEL EVALUATION AND RECORD KEEPING**

### **Employee Reviews and Evaluations**

Employees are expected to know their job duties and how to perform them promptly, correctly and with a positive attitude. Employees are also expected to cooperate with administration and their fellow employees and maintain a good team attitude. How employees interact with fellow employees, supervisors, parents, and vendors directly affects the success of our organization. Consequently, whatever an employee's job position, they are expected to perform every task to the very best of their ability. The result will be better performance for UPCS overall and personal satisfaction.

Employee performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, performance, 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. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of UPCS.

In addition to these more formal performance evaluations, UPCS encourages every supervisor to discuss job performance with each employee on an ongoing basis.

UPCS believes that employees should be given the opportunity to demonstrate their abilities and continually improve their job performance. However, where performance problems exist, employees should be told about these deficiencies and, in many instances, given an opportunity to improve. When UPCS determines that an employee is a candidate for improvement, UPCS will attempt to help the employees to overcome performance problems should not be deemed as changing UPCS's policy of at-will employment.

### **Exempt Employees (salaried teachers and administrators)**

All salaried (exempt) employees will participate in alternative performance evaluations. These evaluations are based on their individual Professional Growth Plans. Professional Growth Plans are completed on a yearly basis by the employee and outlines their personal professional goals for the coming school year. Employees will meet with the administration team to discuss these goals and the steps set forth to reach them. Employees will be asked to review progress toward goals two (2) to three (3) times throughout the year and make revisions as necessary to the Growth Plan. Employees may be asked to come in for additional meetings with administrative team, participate in classroom observations, attend specific professional development opportunities, and/or be assigned a mentor or coach to assist them in reaching their goals on an as needed basis.

## **Nonexempt, Part-Time, and Classified Employees**

To aid employees in their growth and development, performance evaluations are used as an opportunity to:

- Discuss job tasks;
- Identify and correct weakness;
- Encourage and recognize strengths;
- Discuss methods for improving performance.

Supervisors will conduct periodic verbal and/or written performance evaluations with each employee without the guarantee of an increase in salary, a promotion, or continued employment. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems. After a written evaluation, 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 their supervisor, and that they are aware of its contents. If employees wish, they will have the opportunity to add their own written comments in response to the written evaluation.

## **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 Executive Director or designee 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 UPCS 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. UPCS will restrict disclosure of personnel files to authorized individuals within UPCS. A request for information contained in the personnel file must be directed to the Executive Director or designee. 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, UPCS 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 Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

## **HOLIDAYS, VACATIONS AND LEAVES**

### **Holidays**

Qualifying nonexempt employees will receive holiday pay in line with their current work schedule. UPCS calendar reflects any and all holidays observed by UPCS. The following holidays are generally observed by public entities, including public schools:

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

Other days during UPCS year, such as days during UPCS's calendared breaks, shall be unpaid time for all nonexempt employees in active status based on job description. 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 or designee. The employee will be paid if the religious holiday is taken as an earned personal necessity day. The employee will not be paid if the religious holiday is taken as a personal leave of absence day. Employees in an inactive status do not earn holiday pay.

### **Vacation**

Qualifying eleven (11) and twelve (12) month classified employees are entitled to vacation terms based upon date of hire, length of service and status with UPCS, in accordance with the chart below:

- First 5 years of service      40 hours or 5 days
- Years 6-15                      56 hours or 7 days
- Years 15+                        80 hours or 10 days

While UPCS recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for "peak traffic periods" at UPCS. With this in mind, it is expected that vacation time will be taken when school is not in session when possible.

Any vacation time taken should be coordinated and cleared by the Executive Director or designee subject to scheduling. No vacation time may be taken by clerical staff during the month of August unless specifically authorized by the Executive Director or designee. Vacation time is figured on a school year beginning with the opening of school rather than on a fiscal year.

The accrual of vacation leave is capped at the following:

- First 5 years of service 60 hours or 7.5 days
- Years 6-15 84 hours or 10.5 days
- Years 15+ 120 hours or 15 days

Once the cap on vacation leave is reached, no further vacation leave shall accrue until some vacation leave is used.

An employee whose employment terminates will be paid for accrued unused vacation days.

### **Sick Leave**

Sick leave is a benefit provided to employees as a cushion for incapacitation due to illness or injury. 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) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Finally, an employee may take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all UPCS employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. Sick leave will be earned in the following, based on job classification and hours:

At the beginning of each school year:

- Full-time, exempt teachers will receive eighty (80) hours of sick leave. If an exempt teacher works less than full-time, the sick leave will be prorated accordingly.
- Full-time, exempt administrators will receive ninety-six (96) hours of sick leave.
- Hourly, nonexempt, full-time [forty (40) hours per week] employees will receive the following sick time:
  - Employees with 180 – 189 work days receive eighty (80) hours of sick leave
  - Employees with 190 - 214 work days receive eighty-eight (88) hours of sick leave
  - Employees with 215+ work days receive ninety-six (96) hours of sick leave
- Hourly, nonexempt, part-time employees will receive one (1) hour of paid sick leave for every thirty (30) hours worked on average. This will be calculated up front.

Sick leave may be used immediately. All other qualifying employees, as well as exempt and nonexempt full-time employees who commence employment after the school year has started, will receive a prorated allocation of sick leave based on the number of days the employee is to work during the school year. However, under no circumstances will any employee receive fewer than twenty-four (24) hours of sick leave per school year based on regular daily assigned work hours.

Employees are not allowed to draw against unearned/accrued sick leave. UPCS does not pay employees in lieu of unused sick leave. Any unused, accrued sick leave will carry over to the following school year.

Sick leave must be taken by eligible employees in increments of at least two (2) hours. Sick leave may only be used for the purposes specified in this policy. Accordingly, UPCS retains the right to request verification from a licensed health care provider for any absence due to illness or disability. If an employee is out sick for three (3) or more days, medical evidence of their illness and/or medical certification of their fitness to return to work satisfactory to the School may be required.

Employees must provide reasonable advance notification, either orally or in writing, if a need for paid sick leave is foreseeable. Further, employees should schedule medical appointments in a manner that does not interfere with their job duties whenever possible. If the need for paid sick leave is unforeseeable, the employee must provide notice for the leave as soon as practicable.

Fulltime salaried teachers: Any time taken off that is student facing, will be required to be taken as a full or ½ day. Any time taken off that is not student facing can be taken in 30 minute increments.

### **Personal Necessity Leave**

Fulltime salaried teachers may use up to 32 hours of sick leave as personal necessity leave each school year, Administrators may use up to 40 hours of sick leave as personal necessity leave each school year, twelve (12) month hourly employees may use up to 40 hours of sick leave as personal necessity leave, ten (10) and eleven (11) month hourly employees may use up to forty percent (40%) of their yearly allotment of sick leave each school year as personal necessity leave. No other UPCS employees are authorized to use sick leave for personal necessity purposes.

Uses of personal necessity leave may include, but are not limited to, 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's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for an employee who is the parent of the child to be absent from their position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday.

Employees must request personal necessity leave at least one (1) week in advance unless an emergency situation occurs. Personal necessity does not carry over from year to year, and is not paid out upon separation from employment, as this leave is part of the sick leave provided above.

Once an employee has exhausted their sick (and personal necessity) leave, they may request to take a non-paid day, which is subject to approval by administration. All employees are valuable to the work the School does and should try to take limited time away.

Fulltime salaried teachers: Anytime taken off that is student facing, will be required to be taken as a full or ½ day. Anytime taken off that is not students facing can be taken in 30 minute increments.

## **Unpaid Leave of Absence**

UPCS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, UPCS may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by UPCS.

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.

If an employee is currently covered, medical, and dental coverage will remain in force during a medical or worker's compensation leave of absence, provided the employee pays the appropriate premiums. Whether an employee is required to pay their own premiums will depend upon the length of their leave of absence. During a family/medical leave, employee medical and dental benefits will remain in force provided they pay the appropriate premiums. Benefits are terminated the day any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

## **Family Care and Medical Leave**

This policy explains how UPCS complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require UPCS to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six [26] workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

- **Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by UPCS 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 FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of baby-bonding where the threshold is twenty (20) employees).

- **Events That May Entitle an Employee To FMLA Leave**

The twelve (12) week (or twenty-six [26] workweeks where indicated) FMLA 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, intended parent, or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, foster placement, or as an intended parent. If both parents are employed by UPCS, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.

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 UPCS'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 or military service-related injury. 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 FMLA leave in a single twelve (12) month period to provide said care.
  4. 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.
- Amount of FMLA Leave Which May Be Taken
    1. FMLA 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 (8)-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
    2. In addition to the twelve (12) workweeks of FMLA 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 shall 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 leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
  4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, UPCS’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 UPCS’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA 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 CFRA entitlement unless the employee was otherwise scheduled and expected to work during the holiday.
- Pay during FMLA Leave
    1. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, UPCS and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
    2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
    3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
    4. The receipt of sick leave pay, or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- Health Benefits

The provisions of UPCS’s various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by UPCS 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 leave is granted, UPCS 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, UPCS will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

UPCS may recover the health benefit costs paid on behalf of an employee during his/her FMLA 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 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 leave, or other circumstances beyond the control of the employee.

- Seniority

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

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by UPCS. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of UPCS’s request for certification) may result in denial of the leave request until such certification is provided.
2. UPCS 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. UPCS may contact the employee’s health care provider to authenticate certification as needed.
3. If UPCS has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, UPCS may request a second opinion by a health care provider of its choice (paid for by UPCS). If the second opinion differs from the first one, UPCS will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertification’s 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 Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Executive Director or designee. An employee asking for a Request for Leave form will be given a copy of UPCS's then-current FMLA 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 spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA 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 UPCS's operations.
  4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
  5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that UPCS will grant a request for FMLA 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. UPCS will respond to an FMLA leave request no later than five (5) days of receiving the request. If an FMLA leave request is granted, UPCS will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
    1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to UPCS's operations) 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 leave.

2. When a request for FMLA leave is granted to an employee (other than a “key” employee), UPCS 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 leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.
  4. If an employee can return to work with limitations, UPCS 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 UPCS.
- **Limitations on Reinstatement**
    1. UPCS may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to UPCS’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of UPCS’s employees within seventy-five (75) miles of the employee’s worksite.
    2. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if UPCS determines that substantial and grievous injury to UPCS’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, UPCS will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause UPCS to suffer substantial and grievous injury. If UPCS realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- **Employment during Leave**

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

### **Pregnancy Disability Leave**

This policy explains how UPCS complies with the California Pregnancy Disability Act, which requires UPCS to give each female employee an unpaid leave of absence of up to four (4) months, as needed, for the period(s) of time a woman is actually 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 her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); 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 (1) or more periods, but not to exceed four (4) 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 UPCS. UPCS is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.

2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.
3. Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

UPCS 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. UPCS 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 UPCS and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, he or she will return with the same seniority she had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by UPCS. 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. Recertification's are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertification's 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 Executive Director or designee. An employee asking for a Request for Leave form will be referred to UPCS'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 UPCS'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 he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
  6. UPCS will respond to a pregnancy disability leave request ten (10) days of receiving the request. If a pregnancy disability leave request is granted, UPCS 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, she 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. UPCS 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, UPCS will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
  3. In accordance with UPCS 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 her healthcare provider that she is able to resume work.
  4. If the employee can return to work with limitations, UPCS 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 UPCS.
- Employment during Leave

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

### **Industrial Injury Leave (Workers' Compensation)**

UPCS, 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 workers' compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Executive Director or designee;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Executive Director or designee; and
- Provide UPCS 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 UPCS's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. UPCS, 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 UPCS'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 individual responsible for reporting to UPCS'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 UPCS'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 UPCS's approved medical facility before returning to work.
- Any time there is a job-related injury; UPCS's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

### **Military and Military Spousal Leave of Absence**

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

Except for employees serving in the National Guard, UPCS will reinstate those 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 he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she 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.

UPCS 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 UPCS with (a) 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 (b) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

### **School Appearance and Activities Leave**

As required by law, UPCS 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 childcare 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 UPCS, 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 advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick 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.

### **Bereavement Leave**

Full-time employees are entitled to a leave of up to five (5) work days without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, and grandchild). Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. The Executive Director or designee may approve additional paid days off, if necessary.

### **Jury Duty or Witness Leave**

Nonexempt employees will be paid for up to three (3) days of jury or witness duty; any additional time will be unpaid time.

Exempt employees will not incur any reduction in pay for a partial week of absence due to jury or witness duty. Exempt employees are expected to check email, voice mail, return calls, etc., as their schedules allow while on jury duty.

Employees may use accrued paid leave during jury duty.

Employees are expected to report for work whenever the court schedule permits. Verification of jury duty should be turned into the Human Resources office upon their return from jury duty.

### **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 or designee at least two (2) days' notice.

### **Professional Development/Employee Education**

Some employees may need to attend training programs, seminars, conferences, lectures, meetings or other outside activities for the benefit of UPCS or the individual employee. Attendance at such activities, whether required by UPCS or the individual employee, requires the written approval of the Executive Director or designee in advance of the event. To obtain approval, any employee wishing to attend an activity must submit to his/her supervisor a written request detailing all relevant information including: date, hours, location, fees and expenses, and the nature, purpose and justification for attendance. Attendance at any such event is subject to the following policies on reimbursement and compensation.

For attendance at events required or authorized by UPCS, reasonable and customary expenses will be reimbursed to the employee upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation and parking. Reimbursement policies regarding these expenses should be discussed with a supervisor in advance of event.

Employee attendance at authorized outside activities will be considered hours worked for nonexempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal education sessions, even if such sessions generally may lead to improved job performance (i.e., Graduate School Studies, Higher Education Opportunities, etc.). While UPCS encourages all employees to improve their knowledge, job skills and qualifications, such activities do not qualify for reimbursement or compensation under this policy, unless prior written approval is obtained as described above.

### **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 UPCS for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to UPCS that he/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 must use 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. UPCS 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**

UPCS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. 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, or that of the employee’s child or children. 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 UPCS 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 UPCS 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.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, UPCS 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 Executive Director or designee.

### **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 UPCS is notified of an employee's intent to return from a leave, UPCS 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 Director or designee.

## **DISCIPLINE AND TERMINATION OF EMPLOYMENT**

### **Rules of Conduct**

The following conduct is prohibited and will not be tolerated by UPCS. This list of prohibited conduct is illustrative only and applies to all employees of UPCS; other types of conduct that threaten security, personal safety, employee welfare and UPCS'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 UPCS. If an employee is working under a contract with UPCS 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 manager 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 UPCS property.
5. Fighting or instigating a fight on UPCS premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on UPCS premises.
8. Gambling on UPCS 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 clock card, when applicable, of another employee or permitting or arranging for another employee to record your 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 UPCS premises without prior written approval of management, unless posting is on a UPCS 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 UPCS's interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess and maintain the credential/certificate required of the position.

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 UPCS does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with UPCS's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect UPCS or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects UPCS's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by UPCS, employees are expected to devote their energies to their jobs with UPCS. 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 UPCS'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 UPCS.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to UPCS explaining the details of the additional employment. If the additional employment is authorized, UPCS assumes no responsibility for it. UPCS 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 UPCS, employees should notify the Executive Director or designee regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their at-will employment, they will be entitled to all earned but unused vacation pay. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

### **Verification of Employment**

All reference requests should be directed to the Executive Director or designee. No other employees, supervisor or manager is authorized to release references for current or former employees. UPCS will verify only the dates of employment and the title of the last position held by a former employee. If the employee authorized that disclosure in writing, UPCS will also verify the amount of salary earned. School authorizations should be signed at time of termination.

## **INTERNAL COMPLAINT REVIEW**

### **Open-Door Policy**

The purpose of the "Internal Complaint Review Policy" is to afford all employees of UPCS 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.

### **Internal Complaints**

(Complaints by Employees Against Employees)

UPCS welcomes employee suggestions for improving the workplace and we are interested in hearing any suggestions, questions or complaints about an employee's job, working conditions or workplace interaction. We feel the most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with an employee's direct supervisor, following these steps:

1. The complainant will bring any concerns to the attention of his/her immediate supervisor, who will then investigate and provide a solution or explanation. If the concern is with the complainant's supervisor, the complainant should bring the matter directly to the attention of the Executive Director or designee.
2. The complainant will bring the matter to the attention of the Executive Director or designee as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate.
3. 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.
4. If the complaint is about the Executive Director, the complainant may file his or her complaint in a signed writing to the President of the Board of Directors of UPCS, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

These procedures, which we believe are important for both you and UPCS, cannot guarantee that every problem will be resolved to your satisfaction. However, UPCS values your observations and you should feel free to raise issues of concern, in good faith, without fear of retaliation.

### **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 UPCS employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Executive Director or Board President (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, the Executive Director or designee shall abide by the following process:

1. The Executive Director or designee shall use his or her 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 Board of Directors of UPCS. The decision of the Board of Directors 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 Board (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 UPCS in effect at the time of publication.

UPCS 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 UPCS 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 UPCS 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 UPCS, you may file this form with the Executive Director or Board President.*

*Please review UPCS'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 to be unlawful.*

*UPCS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, UPCS will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, UPCS 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 UPCS 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 UPCS will be able to address your complaint to your satisfaction.*

*Charges of harassment, discrimination, and retaliation are taken very seriously by UPCS 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: \_\_\_\_\_

\_\_\_\_\_  
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 acknowledge that I have read and that I understand the above statements. I hereby authorize UPCS 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.

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

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 UPCS 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.

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

To be completed by School:

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

## ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE EXECUTIVE DIRECTOR OR DESIGNEE.

EMPLOYEE NAME: \_\_\_\_\_

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of UPCS's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with UPCS. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by UPCS.

I understand that other than the Board of UPCS, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**By clicking on “Read and Accept” on the Google Form, you are “signing” this affidavit.**

**Click here to sign:**

**<https://forms.gle/vY9eNKyyRqjC51QG8>**

