

PACIFIC COLLEGIATE SCHOOL EMPLOYEE HANDBOOK



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ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE PRINCIPAL.

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 understand that the statements contained in the Handbook are guidelines for employees concerning some of the School'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 the School. 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 the School.

I understand that other than the Board of the School, 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: _____

Please sign/date, tear out, and return to the Principal.

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INTRODUCTION TO HANDBOOK

Pacific Collegiate School Mission

Pacific Collegiate School's (PCS's) mission is to provide exemplary, standards based college preparatory and fine arts education for public middle and high school students of Santa Cruz County and bordering areas. Our vision is to offer any student the same quality of education offered by the most academically distinguished schools in California. Our graduates will be prepared to enter and thrive at the world's finest colleges and universities.

In addition to a core college preparatory curriculum, PCS will emphasize international, cross-cultural, and technological education in order to prepare graduates for life in the 21st Century. PCS students will be introduced to the rich variety of world cultures and become fluent in at least one foreign language. They will become proficient in the basic information technologies essential for cultural literacy in the 21st Century.

Pacific Collegiate School Vision

PCS students graduate with the foundation of coherent, relevant knowledge required for lifelong cultural maturity. PCS is open to all academically motivated students willing to study hard. PCS prepares students to attend and succeed at any UC or similar high quality private or public university. PCS concentrates on quality instruction in core academic areas of language arts, mathematics, science, and history, as well as emphasis on foreign languages and the fine arts. PCS promotes an international perspective. Teachers demonstrate a mastery of and enthusiasm for their subjects.

Purpose of Handbook

The purpose of this Handbook is to provide a reference and summary of employee policies and procedures at PCS. It is expected that all employees will perform their jobs in a manner that promotes the mission and vision of PCS.

All employees must read the Handbook. Employees must be familiar with the Handbook, understand its provisions, and adhere to the policies contained herein. Employees must keep the Handbook as a reference.

In instances where a provision of the Handbook conflicts with the employee's Employment Agreement, the latter will govern. In any instance where a provision of the Handbook is found to conflict with applicable state or federal laws, the legal requirements will govern.

PCS reserves the right to change, amend, supplement, or rescind provisions of this Handbook at PCS's sole and absolute discretion. Any changes to the Handbook must be approved by the PCS Board of Directors (Board) and will be distributed to employees as approved.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

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

- Race;
- Color;
- Gender (including gender identity and gender expression);
- 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);
- 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”), or the Fair Employment and Housing Act (“FEHA”);
- 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 employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees.

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

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

Employment At-Will

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

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the 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 the School that are not consistent with the School’s policy regarding “at will” employment.

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

Certification and Licensure

Certificated Staff

To the extent required by applicable law, all certificated staff must be working toward, or possess, an appropriate teaching credential from the State of California Commission on Teacher Credentialing. All certificated staff must possess the necessary abilities to carry out the responsibilities of their positions. Continued employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

Principal

The Principal must be a qualified administrator, and must possess the necessary abilities to carry out the responsibilities of the position, which includes overseeing the hiring of all employees, and working closely with and reporting to the Board.

Other Staff, Substitutes and Consultants

Other personnel and consultants must demonstrate the abilities to carry out their responsibilities effectively.

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.

PCS 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.

Criminal Background Checks

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

Tuberculosis Testing

All employees of the School 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 infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on

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

Immigration Compliance

PCS 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. However, PCS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

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

If you have any questions or need more information on immigration compliance issues, please contact the Principal.

Staff/Student Interaction Policy

PCS 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 School 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 School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, 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 becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or report the matter to school administrators. If the observed behavior appears significant, it is the duty of every staff member to immediately report it to an administrator. All reports shall be confidential. 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.

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 the school.
- (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 (staff with a child(ren) in the school who participate in a carpool are exempt).
- (b) Being alone in a room with a student at school unless the people in the room can be easily viewed through the glass in the door.
- (c) Allowing students in your home (staff with a child(ren) in the school are exempt).

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) E-mails, 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 the Principal 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

PCS is committed to providing a work and educational atmosphere that is free of unlawful harassment. PCS's policy prohibits unlawful harassment based upon: race; color; gender (including gender identity and gender expression); 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); 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 discriminated against or harassed based upon the characteristics noted above.

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

When PCS receives allegations of unlawful harassment, 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. PCS is committed to remediating any instances where investigation findings demonstrate unlawful harassment 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

PCS 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; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

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

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. Such training will include 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 training and/or instruction concerning sexual harassment in the workplace 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 the Executive Director. See Appendix A for the "Harassment Complaint Form." See Appendix B for the general "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 PCS policy.

Whistleblower Policy

PCS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

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

Drug-Free Workplace

PCS is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, customer 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 workers and to other PCS stakeholders.

The bringing to the work place, 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.

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. Employees whose job classifications have been identified in the PCS Conflict of Interest Code must file appropriate financial interest disclosure forms.

An employee involved in any relationships or situations which may constitute a conflict of interest must immediately and fully disclose the relevant circumstances to the Principal or the Board for a determination as to whether a potential or actual conflict exists. If an actual or potential conflict is determined, PCS may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts may constitute grounds for disciplinary action.

Smoking

PCS facility is a no smoking facility.

ADDITIONAL EMPLOYMENT REQUIREMENTS (CERTIFICATED STAFF)

Each certificated staff member at PCS is an important member of a collaborative team, and must accept responsibility for his/her part in promoting and building a positive team culture focused on student achievement.

California Professional Teaching Standards

Certificated staff must meet the six (6) California professional teaching standards:

1. Engaging and supporting all students in learning.
2. Creating and maintaining effective environments for student learning.
3. Understanding and organizing subject matter for student learning.
4. Planning instruction and designing learning experiences for all students.
5. Assessing student learning.
6. Developing professional education.

Documents That Must Be On File

1. All certificated staff must obtain basic CPR certification from a certified CPR instructor and provide a copy to the Business Office for their personnel files. Certificated staff will be required to keep the certification current. PCS will provide annual trainings for current staff; if staff is hired mid-year, PCS will reimburse the cost of certification.
2. All certificated staff must have proof of current teacher certification to the extent required by State law.
3. All certificated staff must have on file at PCS copies of their transcripts with degrees earned indicated on the transcript.

Responsibilities to Colleagues and Administration

1. Teachers must attend regularly scheduled in-service professional development meetings and PCS events, including but not limited to such events as Back-to-School Night, the 8th grade promotion ceremony and the 12th grade graduation ceremony.
2. Teachers may be asked to assist with supervision duties (e.g. for clubs, dances, test proctoring, etc.) as needed.
3. Teachers are expected to attend and participate in all appropriate grade level, faculty, and department meetings. Any teacher who misses a meeting is expected to communicate the reason for their absence to the Principal or Designee and is responsible for finding out what occurred at that meeting.
4. Teachers must participate effectively in school-wide efforts such as WASC accreditation committee work and the composition of, and/or collaboration in,

course-descriptions.

5. Teachers must respond to queries from colleagues and administrators about students within two business days.
6. Teachers must agree to scheduled/drop-in observations of their classes by the Principal or Designee, colleagues, or other professionals as appropriate and must participate in related meetings before and after the observation.
7. Teachers must submit grades, attendance, and end-of-year checkout list on time.
8. Teachers must attend IEP, 504, and SST meetings. If they are teaching at the time a meeting is called, then the administration must provide a substitute so that the teacher can attend. If a teacher is excused by the Principal from attending the meeting, the teacher must submit a written report of the student's progress to the Special Education Director, Academic Support Specialist, or Vice Principal at least one day before the scheduled meeting.
9. Teachers must take accurate attendance each period.

Responsibilities to Parents and Students

1. Teachers must have a strong command of their field of study, and maintain their scholarly edge.
2. Teachers must maintain rigor and establish relevance of their curriculum, but realize raising the bar is not enough. Teachers must work with students on the skills necessary to reach the "high bar."
3. AP teachers must prepare students for AP exams.
4. Teachers must be in the classroom, set-up, and ready to teach when class is scheduled to begin. Teachers must be with their students at all times during class except in an emergency situation.
5. Teachers must plan lessons weekly, monthly, and yearly and clarify learning goals for students.
6. Teachers must provide instruction that is learned and clear.
7. Teachers must design their lessons to reach all students, not just the highest performers.
8. Teachers must offer students reasonable make-up time for missed work due to student absence.
9. Teachers must be available to assist students during tutorial. Part-time teachers must be available during at least one tutorial per week, unless other office hours have been made and approved by the Principal.

10. Teachers must assist students through periods of excused absence.
11. Teachers must grade, return and post results of assignments in a timely manner (so that students can learn from the assignment before being assessed again on the same skills). While timeliness may vary among assignments or courses, teachers shall keep students informed of the expected turnaround times and return graded work as quickly as possible (within 2 weeks barring extraordinary circumstances).
12. Teachers must provide clarification to parents, as needed, regarding assignments.
13. Teachers must give thoughtful feedback about student work during class and in parent-teacher conferences.
14. Teachers must learn and effectively use Infinite Campus to log in grades and assignments in a timely fashion. Student achievement increases with greater frequency of feedback. Within Infinite Campus, teachers shall post known assignments and deadlines at least 24 hours in advance of the due date, and update letter grades at least every 2 weeks.
15. Teachers must create a physical environment that engages all students.
16. Teachers must balance professional responsibilities and maintain motivation.

Part-time Teachers

Teachers who teach part-time must meet all of the responsibilities of full-time teachers with respect to classroom activities. Part-time teachers must attend all faculty, department and grade level meetings, as appropriate, unless excused by the Principal.

ADDITIONAL EMPLOYMENT REQUIREMENTS DEPARTMENT CHAIRS/COMMITTEE STRUCTURE

PCS faculty structure is organized in three ways: by department, by grade level team, and by committees charged with various tasks and leadership. Each teacher serves in all three levels of this structure.

Department Chairs

The Principal appoints department chairs on an annual basis with input from the Department. The Principal may remove and replace department chairs at his/her discretion. The PCS Board will annually set compensation for department chairs.

Department Chairs are responsible for:

1. Attending leadership team/instructional council meetings.
2. Managing departmental budgets.
3. Coordinating orders, text adoptions, and inventories.
4. Facilitating department meetings, gathering agenda items for department meetings, keeping records of meetings, and reporting meeting minutes to the Principal.
5. Facilitating discussion of measurable department goals.
6. Identifying professional development opportunities for department members, and forwarding to the Faculty Dean.
7. Identifying and promoting cross curricular collaborative opportunities.
8. Working with the Faculty Dean to organize interview teams, conduct paper screening of faculty candidates, manage interviews, and present first round rankings to site administration.
9. Facilitating discussion about vertical alignment of content and skill acquisition.
10. Facilitating department reports on student achievement progress and action plans for improvement.
11. Acting as representative of department to internal and external constituencies, or ensure that a representative is present.
12. Moderating and facilitating discussions that may arise between parents and teachers.
13. Facilitating and communicating discussions about credit allocation for off campus and prerequisite coursework.

14. Working with teachers to be sure that each individual teacher has revised their course descriptions to be up-to-date and accurate.

Grade Level Teams

Grade level teams are standing structures, with assignments by the Principal based on the majority assignment for an individual teacher, or based on short-term needs. Grade level committees are organized by the Principal to review student work and design interventions for students in need, to coordinate workload and deadlines for students, and to pursue cross-curricular opportunities among colleagues.

School Improvement and Other Committees

School Improvement Committees are established by the Principal for the general welfare of the faculty and school. Committee members will select their chair or facilitator, who is responsible for convening meetings and reporting minutes.

Teachers may be asked to participate in Board-appointed or other committees where appropriate.

THE WORKPLACE

Work Schedule

Business hours are normally 7:30 a.m. – 4:30 p.m., Monday through Friday. The regular workday schedule for non-exempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Meal and Rest Periods

Non-exempt 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. 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 PCS mutually consent to the waiver.

Non-exempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. An employee's supervisor must be aware of and approve scheduled meal and rest periods.

Employees are expected to observe assigned working hours and the time allowed for meal and rest periods. Employees may not leave the premises during rest periods but may leave the premises during the meal period.

Lactation Accommodation

PCS 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 employee shall be unpaid.

PCS 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. 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 non-exempt, must arrive at work consistently and on time. Absenteeism and tardiness negatively affects PCS's ability to implement its educational program and disrupts consistency in students' learning.

Employees must work according to the schedules and dates set forth in their Employment Agreements. Teachers must report to work at least fifteen (15) minutes before their first teaching period begins. Teachers must be available at work at least

fifteen (15) minutes after their last period has ended. If an employee must be late, he/she must inform the Front Office as soon as possible, and whenever possible, no later than one-half hour before the start of the workday.

Any employee who is unable to work on any particular day must notify the Front Office at least one hour before the start of the scheduled workday. Teachers must utilize the sub-finder to secure their own substitute, fill out the requisite paperwork for all absences, and provide lesson plans. Accommodations will be made in case of emergency (e.g. sudden illness or injury). Employees who are absent from work must also file necessary forms with the Business Office.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action. Absence for more than three (3) consecutive days without notifying the Business Office will be considered a voluntary resignation from employment.

All employees must keep the front office advised of their departures from and returns to PCS premises during the workday.

Time Sheets

By law, PCS is obligated to keep accurate records of the time worked by non-exempt employees. Such employees must utilize PCS's time sheet system.

Non-exempt employees must accurately record their hours as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time sheet indicates the number of hours the employee works each day and/or any paid/unpaid time off taken.

Non-exempt employees are solely responsible for ensuring accurate information on their time sheets and remembering to record time worked. If an employee forgets to mark his/her time sheet or makes an error on the time sheet, the employee must contact the Business Office to make the correction and both the employee and the Business Office must initial such correction. No one may record hours worked on another's time sheet. Any employee who tampers with his/her own time sheet, or another employee's time sheet, may be subject to disciplinary action, up to and including release from at-will employment with PCS.

Use of E-Mail, Voicemail and Internet Access

PCS's facilities and resources are designed and dedicated to accommodate PCS business. PCS permits employees to use its resources – for example, electronic mail, voicemail systems, Internet access, copiers, paper -- 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 E-mail 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 Protected Status may not be displayed or transmitted.

3. Employees must not attempt to gain access to another employee's personal files, E-mail or voicemail messages without the latter's express permission.
4. PCS administration will enter an employee's E-mail, Internet history, voicemail, or other PCS-funded resources in its sole discretion. PCS retains a copy of all passwords. Employees may not use passwords unknown to PCS. System security features, including passwords and delete functions, do not neutralize PCS's ability to access any message at any time. Employees must be aware that the possibility of such access always exists, and that the employee has no reasonable expectation of privacy.
5. PCS recognizes that Internet sites such as Facebook, Twitter, Instagram, etc. are popular with students and teachers and can facilitate communication outside the classroom. However, PCS employees must follow all PCS policies and procedures when communicating with students, parents, or colleagues via the Internet, chat rooms, social networking sites, etc. It is required that teachers report to the administration any online activity or communication that could cause substantial disruption to the educational environment at PCS. Employees should also note that knowledge of child abuse obtained or observed via these Internet sites would meet the definition for mandatory child abuse reporting.

Communications

PCS maintains an employee communications bulletin board in an area readily accessible to employees for the purposes of maintaining legally required notices. Other communications, news regarding school events, revisions to the employee Handbook, new or revised personnel policies, or any other information that the Principal or Board believes is needed by employees will be distributed electronically. It is the responsibility of all employees to review communications from PCS administration on a regular basis. Additionally, more information may be obtained from the PCS calendar and website.

Personal Business

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

Social Media

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

- School equipment, including School computers and electronics systems, may not be used for these purposes;

- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose Internet postings violate this or other School policies.

Personal Appearance/Standards of Dress

Employees serve as role models and must therefore maintain professional standards of dress, including legally required footwear, and grooming. The Board encourages staff, during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process.

Respectful Communication and Behavior

Employees must communicate, as needed, with students, parents, colleagues, and administration in a respectful and timely manner. It is expected that members of the PCS community, including students, parents, faculty, administration, directors, and volunteers, will communicate with respect, compassion, and integrity at all times. Every adult involved in PCS has a responsibility to model these behaviors for the students.

Employees must actively discourage bullying (intellectual, verbal, or physical) anywhere on campus, and model respectful behavior.

Employees must respond to parent/student concerns, whether the concern is raised by phone, e-mail or in writing, within two (2) business days.

WORKPLACE SAFETY

Health and Safety Policy

PCS is committed to providing and maintaining a healthy and safe work environment for all employees. Employees must know and comply with PCS's School Safety Plan and follow safe and healthy work practices at all times. Employees must report immediately to the Principal any potential health or safety hazards, and all injuries or accidents. Failure to comply with or enforce PCS safety and health rules, practices and procedures could result in disciplinary action up to and including termination from at-will employment.

Occupational Safety

PCS is committed to the safety of its employees, students, vendors, contractors and the public and to providing a clear safety goal for management. It is the policy of PCS that accident prevention must be considered of primary importance in all phases of operation and administration. PCS's management must provide safe and healthy working conditions for all employees and establish and require the use of safe practices at all times.

The prevention of accidents is the responsibility of every PCS employee. 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 as to how to perform a job or task safely, the employee must request assistance. Unsafe conditions must be reported immediately to the Principal or Designee.

Workplace Violence

PCS strives to maintain a workplace free of violence and threats to the personal security of PCS employees and students. Threats or acts of violence by or against any person at the PCS facility or while on PCS business are strictly prohibited; this constitutes a zero tolerance policy.

Employees found to have acted in violation of this policy will be subject to discipline. Criminal prosecution may also be pursued.

For purposes of this policy, workplace violence includes but is not limited to any verbal threat, threatening behavior, or physical assault occurring in or arising from the workplace. This includes but is not limited to:

1. Threatening statements or gestures, including threats to return to the PCS facility in order to harm a person or persons;
2. Brandishing of weapons of any kind or threatening to bring weapons to the workplace;
3. Use of tools, hazardous materials or other objects as weapons or in a threatening

- or dangerous manner with intent to cause harm or property damage;
4. Deliberate destructive acts that result in damage to PCS property;
 5. Acts that do not cause immediate harm to persons or property but still appear to pose a threat;
 6. Verbal or written statements discussing violent acts in a manner that could lead a person reasonably to be fearful for his/her safety;
 7. Assault (unlawful attempt or threat to do physical injury to another); and
 8. Battery (unlawful application of force or violence, either directly or indirectly).

Employees who are aware of situations in their personal lives that bring a risk of violence to the PCS facility must report such situations to the Principal so that protective measures, if appropriate, may be taken.

Security Protocols

PCS 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 Principal. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her 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 Principal when keys are missing or if security access codes or passes have been breached.

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 PCS 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.

SALARIES AND BENEFITS

Objective

PCS teachers perform excellent work on behalf of their students every day.

Our aim is to:

1. Provide a competitive compensation structure designed to attract and retain talented teachers; and
2. Create an evaluation system that provides consistent feedback on teachers' performance, nurtures their professional growth, and assures appropriately high levels of performance.

Salary

It should be the goal of PCS to attract and retain high-quality teachers.

In order to do so, a cross-market comparison of PCS teacher salaries (range minimums) with at least three Santa Cruz County public school districts will be performed at least every other year, and recalibrations performed as deemed appropriate.

Responsibility for determining the internal adjustment to the salary schedule each year rests with the PCS Board of Directors. In budgeting compensation dollars for the oncoming year, the Board reserves the right to first identify the total amount of the base adjustment and, second, determine what additional monies, if any, it might allocate for additional bonuses to be awarded for exceptional performance.

Bonuses

In addition to identifying the budget allocation to 'Compensation' each year, the Board of Directors may also allocate a specific dollar amount to be applied as bonuses. Distribution would be at the discretion of the Principal, who would work closely with the Management Team and Department Chairs in making these determinations.

Faculty Compensation and Evaluation Plan

PCS maintains a Faculty Compensation and Evaluation Plan approved by the Board.

Additional Support of Teachers New to PCS

It is extremely challenging to be a new teacher...but it is even more challenging to be a new teacher at PCS. Expectations are high, scrutiny is intense, and community judgment can be swift. As such, new teachers will be given additional support, which may include mentoring by a veteran teacher, small group meetings, and additional check-ins with the Department Chair and administration.

Benefits

PCS offers eligible employees optional group medical, dental, vision and life insurance, short and long term disability plans. The Board will approve PCS contributions toward medical premiums and/or other benefits for employees. For current benefit information contact the Business Office.

In order to be eligible for the full employer contribution to employee benefits, employees must work 0.75 time or greater. Employees who work less than 0.75 time will be eligible for an employer contribution pro-rated to their percent of full-time.

Certificated Employees who in 2015-2016 received the full employer contribution for working less than 0.75 time will continue to be eligible for the full employer contribution provided they continue to work at least 0.4 time.

Classified Employees who in 2015-2016 received the full employer contribution for working less than 0.75 time will continue to be eligible for the full employer contribution provided they continue to work at least 0.4 time.

PCS provides retirement benefits through the State Teachers Retirement System (STRS) and Public Employee Retirement System (PERS), and will make the required employer contribution to these plans.

Employees must report any changes in name, address, telephone number, marital status, or number of dependents to the Business Office to keep records current.

Payroll Withholdings

As required by law, PCS shall withhold applicable federal, State and local taxes, including but not limited to Federal Income Tax, State Income Tax, Social Security (FICA), and STRS/PERS contributions. Withholdings from each employee's pay may include the following:

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 that 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 PCS.
4. Medicare (MEDI): A federal health insurance program which requires a certain percentage of employee earnings to be deducted and forwarded to the federal government, together with an equal amount contributed by PCS.
5. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability. PCS may withhold SDI contributions if applicable.

Every deduction from a paycheck is explained on the check voucher. Questions about deductions should be addressed to the Business Office.

All federal, State, Social Security and other taxes will be automatically deducted from paychecks. Federal and State Withholding Tax deductions are determined by the employee's W-4 form. The W-4 form must be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Business Office and to fill out a new W-4 form. An employee may change the number of withholding allowances claimed for federal or State income tax purposes at any time by submitting a new W-4 form to the Business Office. The office maintains a supply of these forms.

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, certificated staff and administrators are exempt. Non-exempt 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 non-exempt employees. All overtime work must be previously authorized in writing by the Principal or Designee. PCS provides compensation for authorized overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

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

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

Paydays

Payday for all employees is the last working day of each month. An employee must report any error in a paycheck immediately to the Business Office.

Wage Attachments and Garnishments

Under normal circumstances, PCS will not assist creditors in the collection of personal

debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require PCS, by law, to withhold part of an employee's earnings in their favor.

Differential Pay

In extraordinary circumstances, employees who must take extended leave for reasons beyond their control and who have exhausted their earned leave banks may be eligible for differential pay in the sole discretion of the Principal and on the terms and conditions established by the Principal. Differential pay is the difference between the employee's regular salary and the cost to PCS to hire a substitute or temporary employee to cover the employee's absence. PCS will offset an employee's differential pay with any other income received by the employee during that period, such as disability insurance or workers compensation benefits. Therefore, an employee receiving differential pay must report to the Business Office any income earned from activities related or similar to the employee's duties at PCS while on leave.

COBRA Benefits

Continuation of Medical and Dental

WHEN COVERAGE UNDER THE SCHOOL'S HEALTH PLAN ENDS, EMPLOYEES OR THEIR DEPENDENTS MAY CONTINUE COVERAGE IN SOME SITUATIONS.

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

Medical coverage for an employee, his/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 reach 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.

PCS 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, die, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. PCS 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;
- PCS 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.

PERSONNEL EVALUATIONS AND RECORDKEEPING

It is the policy of PCS to conduct regular evaluations of job performance for all employees, including the Principal, teachers, and administrative staff.

PCS maintains a personnel file for each employee. The personnel file contains evaluation documents, as well as other employment-related documents or correspondence. All evaluation documents placed in the personnel file must be signed by the employee and a PCS representative.

All employees have the right to make written objections to observations or evaluations within two (2) weeks of receipt of the observation or evaluation, by stating areas of disagreement. The objections are attached to the observation or evaluation and placed in the employee's personnel file.

Principal

The Executive Committee of the Board or its Designee(s) will meet with the Principal at the beginning of each year to discuss and approve the Principal's individual professional goals for the year, and a plan for meeting those goals.

At least annually, the Executive Committee or its Designee(s) will conduct a formal evaluation of the Principal. The evaluation may include the Principal's self-evaluation and assessment of progress toward professional goals, review of school satisfaction surveys, review of course surveys, and criteria as determined by job responsibilities. There may be a written evaluation which surveys job performance through assessment by Board members, teachers, and parents, as deemed appropriate by the Board.

The Executive Committee or its Designee(s) will review the results with the Principal. A summary of this evaluation will then be reviewed with the Board. A written summary is placed in the Principal's personnel file.

Certificated Staff

At the beginning of each school year, every certificated staff member designates departmental and individual goals to be used for the purposes of evaluation and meets with his/her evaluator to review these goals. The Principal, Vice Principal or Faculty Dean reviews and approves goals and objectives. An individualized rubric based on these goals and objectives is then placed in the employee's personnel file.

During the observation cycle, the Principal, Vice Principal or Faculty Dean conducts formal and informal observations of the employee's performance. Formal observations reflect established school-wide standards, including, but not limited to, instructional methods, evaluation and assessment of students, student engagement, classroom management, and general professional responsibilities. Formal evaluation is also based upon the assessment of progress toward self-identified professional goals and objectives. Peer observation and student/parent evaluations must also be included in the overall evaluation. Once the observation cycle evaluations are completed, the Principal, Vice Principal or Faculty Dean will meet with the employee to provide

feedback and support as needed. The Faculty Dean also meets with new employees on a regular basis to provide feedback during the observation cycle.

At the beginning of the second semester, the Principal, Vice Principal or Faculty Dean will meet with all certificated employees to perform a mid-year review and check in on progress towards goals. Beginning in mid-April of each school year, employees will meet with the Principal, Vice Principal or Faculty Dean to review progress toward the stated goals. Then, a final summative evaluation report will be completed by the Principal, Vice Principal or Faculty Dean, which must be completed by June 1.

Informal observations and evaluations may be conducted by the Principal, Vice Principal or Faculty Dean at any time, as appropriate. If problems or opportunities for improvement are identified during an informal evaluation, the Principal, Vice Principal or Faculty Dean discusses the issues with the employee. A written summary may be placed in the personnel file. Problems identified during formal or informal evaluations may be the basis for actions outlined in the Policy and Procedure for Discipline and Rules of Conduct.

Non-Certificated Staff

At least annually, the Principal or Designee will conduct a formal evaluation for non-certificated staff. Evaluations may not be needed for intermittent, part-time employees. Each employee is evaluated based on fulfillment of his/her goals and job functions in that employee's job description. The Principal or Designee shall discuss the results of the evaluation with the employee, and a written summary shall be placed in the employee's personnel file by the end of the school year.

As with certificated staff, informal evaluations may be conducted by the Principal or Designee at any time, as deemed necessary. If problems or opportunities for improvement are identified, the Principal or Designee shall discuss the issues with the employee. A written summary may be placed in the personnel file. Problems identified during formal or informal evaluations may be the basis for actions outlined in the Policy and Procedure for Discipline and Rules of Conduct.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for all employees. Employees must keep the Principal advised of changes that should be reflected in the 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 the School to contact employees should the change affect other personnel records.

Employees have the right to inspect certain 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. PCS will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Principal. Only the Principal or designee is authorized to release information about current or former

employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Creditable 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 AND LEAVES

The purpose of this policy is to provide for paid sick leave and personal leave time, as accrued, for PCS employees. It is also to provide for unpaid leave time as appropriate and/or as required by law.

Holidays

School holidays and breaks are set forth in the PCS school year calendar adopted by the Board for each academic year. Non-exempt employees do not receive pay on school holidays and breaks unless they are specifically required to work on such days.

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Earning of Sick Leave

Regular full-time employees earn one (1) sick day per month for a total of no more than ten (10) sick days per ten-month school year. All other employees earn sick leave as outlined below. Sick leave is figured on a school year basis beginning with the opening of school, rather than on a fiscal year basis.

Accrual

Employees may accrue up to, but not to exceed, twenty (20) sick days, or the equivalent pro rata amount for eligible part-time employees. No employee will receive pay in lieu of sick or personal leave under any circumstances, and employees will not be paid for any accrued but unused sick leave days upon termination of employment.

Exception to Accrual

Employees do not earn or accrue sick leave during unpaid leave of absence.

Usage Increments for Exempt and Non-Exempt Employees

Getting coverage in-house for brief periods of absences (e.g. needing to leave early for a doctor's appointment or getting stuck in unexpected traffic) is acceptable and does not require you deducting from your personal/sick leave bank. However, if you will be absent for more than 45 minutes, and whether you use an external sub or get in-house coverage, sick leave must be taken in increments of two (2) hours. Questions about

this should be directed to the Business Office.

When a teacher requires a day away from PCS for sick leave or personal reasons they will procure a substitute through AESOP or in-house. They will also fill out the PCS Leave Form, as soon as possible but not later than the day of the absence. The Form is found on the PCS web site.

If an in-house substitute is used, the substitute will fill out a certificated time sheet and submit it to the business office. The in-house substitute will be paid according to the in-house substitute pay scale in effect at the time. For example, one (1) regular class period is paid at \$20, one (1) block class period is paid at \$30, two (2) regular class periods is paid at \$40, two (2) block class periods are paid at \$55 (the current half day rate for outside substitutes), three (3) regular class periods are paid at \$55 (the current half day rate for outside substitutes), three (3) block class periods are paid at \$100 (the current full day rate for outside substitutes), four (4) or more regular class periods are paid at \$100 (the current full day rate for outside substitutes). See the business office for the current in-house substitute pay scale.

Compensation

Eligible employees will receive pay at their normal base rate for any sick or personal necessity leave taken. For any leave taken prior to obtaining eligibility for leave, or after all leave has been exhausted, employee pay will be reduced accordingly for that absence.

Approval

Whenever possible, employees must seek the approval of the Principal or Designee at least two days prior to taking any sick or personal necessity leave. If the absence was not anticipated, the employee must seek the approval of the Principal or Designee as soon as practicable and, in no event, later than the employee's scheduled starting time. The Principal or Designee may approve or disapprove the absence in their sole judgment as to whether the proposed absence meets the definitions in this policy.

Coordination of Sick Leave Benefits

PCS will pay sick leave and benefits to an eligible employee during the normal three (3) day waiting period before the employee is paid workers' compensation benefits pursuant to the applicable state or federal law governing the industrial injury or illness. PCS will pay earned sick leave benefits during the normal seven (7) day waiting period before the eligible employee is paid benefits from state disability insurance or other employment disability insurance plan, if any.

Sanctions for Misuse

PCS will not tolerate abuse or misuse of sick or personal necessity leave. If an employee takes more than four (4) consecutive days of sick leave, the employee must provide the Principal with satisfactory medical documentation that such extended sick leave is necessary and/or medical certification of fitness to return to work. Additionally, the Principal, in the Principal's sole discretion, may require documentation for any sick

or personal necessity leave taken. Any employee who misuses sick or personal leave by presenting a pattern of abuse and/or misrepresenting the reason for the sick or personal necessity leave may be disciplined for misconduct and dishonesty.

Sick Leave for Non-Regular Employees

Employees who are non-regular shall accrue and use sick leave as outlined in this section. Paid sick leave is available to all employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. Such employees are entitled to a prorated amount of the ten (10) days of sick leave referenced above, but no less than twenty-four (24) hours of paid sick leave during each school year. Unused sick leave does not carry over from year to year. Non-regular employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by non-regular employees in increments of at least two (2) hours. PCS retains the right to request verification from a licensed health care provider for any absence due to illness or disability. No employee will receive pay in lieu of sick leave under any circumstances, and employees will not be paid for any accrued but unused sick leave upon separation from employment. Employees must provide reasonable advance notification, either orally or in writing, if a need for 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 sick leave is unforeseeable, the employee must provide notice for the leave as soon as practicable.

Personal Necessity Leave

Employees may use up to five (5) days of their accrued sick leave each year (or a proportional amount for part-time employees) for personal necessity leave purposes consistent with any of the following specific reasons:

- Death or serious illness of a member of the employee's immediate family.
- Accident involving the employee's person or property or the person or property of a member of the employee's immediate family.
- Appearance in court as a litigant, or as a witness under official order.
- Adoption of a child.
- The birth of a child making it necessary for an employee who is the parent of the child to be absent during work hours.
- Business matters which cannot reasonably be conducted outside the workday.

Employees must request personal necessity leave at least one (1) day in advance from the Principal or designee unless an emergency situation occurs. Personal necessity days are not vacation days, do not accrue year to year, and will not be paid out if unused upon separation from employment.

Legally Required or Protected Absences

Employees will be granted leave as required or protected by law for the purposes and on the conditions set forth below. Employees must provide reasonable advance notice of any need for such leave. Employees must return to work each day or portion of the

day that they are not legally required or authorized to be absent from work.

For non-exempt employees, unless specifically identified below as paid leave, or as required by law, leave for any of the purposes set forth below shall be unpaid, except to the extent the employee uses earned sick leave that the employee designates as personal necessity leave. For exempt employees, salary during leave where a partial week is worked will be offset by any amounts received by the employee (for example, as jury or witness fees or military pay), and no salary will be paid for workweeks in which no school-related work is performed.

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 must be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off must 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 must give the Principal at least two (2) days' notice.

Military Leave

PCS will comply with all requirements of the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). Employees who wish to serve in the military or take military leave must contact the Principal for information regarding employee rights before and after such leave.

Jury Duty or Witness Leave

For all exempt employees, PCS will pay for time off if an employee is called to serve on a jury provided the employee continues to provide work duties as assigned. For all non-exempt employees, PCS will pay for up to three (3) days if an employee is called to serve on a jury.

An employee must report promptly the receipt of a jury summons to his/her supervisor. The Principal may require an employee to provide written verification from the court clerk of performance of jury or witness duty. If work time remains after any day of jury selection or jury or witness duty, employees must return to work for the remainder of the work schedule. Employees must report to the Business Office any jury or witness fees received, which shall be offset against any paid leave provided by PCS for this purpose.

Religious Holidays

An employee whose religion requires observance of a particular day may take off recognized religious holidays. Employees must request the day off in advance in writing to the Principal.

School Appearance and Activities Leave

As required by law, PCS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per child 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 PCS, 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 sick time 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.

Volunteer Firefighter and Other Leave Required by Law

Employees will be granted leave as necessary to perform emergency duty as volunteer firefighters, or as otherwise required by law.

Bereavement Leave

All regular employees are entitled to a leave of up to three (3) days without loss of pay due to a death in the immediate family (parent, spouse, domestic partner, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, and grandchild). Bereavement pay will not be used in computing overtime pay.

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 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a 12-month period.

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

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

An employee must first use his or her earned but unused sick leave for bone marrow donation and two (2) weeks' worth of earned but unused sick leave for organ donation.

If the employee has an insufficient number of sick days available, the leave will be considered unpaid.

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. PCS 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.

Unpaid Leave of Absence

PCS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, PCS may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the Principal. 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 you are currently covered, medical, and dental coverage will remain in force during a medical or worker's compensation leave of absence, provided you pay the appropriate premiums. Whether you are required to pay your own premiums will depend upon the length of your leave of absence. During a family/medical leave, your medical and dental benefits will remain in force provided you 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 sick/personal leave is accrued during any type of unpaid leave of absence.

General Provisions Regarding Unpaid Leave of Absence

PCS recognizes that special situations may arise where an employee must leave his or her job temporarily. Once an employee has exhausted sick leave or that portion of the sick leave that the employee may designate as personal necessity leave, the Principal, in his/her sole discretion, may allow the employee to continue on an unpaid leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued leave. Any unpaid leave of absence must be approved in advance by the Principal.

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.

Certificated staff may request differential pay during a leave of absence for which the employee has no accrued leave bank, subject to the sole discretion of the Principal.

If an employee is currently covered, medical and dental coverage will remain in force during an approved unpaid leave of absence, provided the employee continues to pay at least the employee's share of the premiums. After one month of unpaid leave, whether the employee must pay the entire premium will depend upon the length of the leave of absence. When a request for leave is granted, PCS will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

No personal leave or sick time is accrued during any type of unpaid leave of absence.

Industrial Injury Leave (Workers' Compensation)

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

1. Medical care;
2. Cash benefits, tax-free to replace lost wages; and
3. 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, they must:

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

It is PCS's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. PCS, 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 PCS's operation.

If an employee is injured on the job, he/she must 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 Principal and to the individual responsible for reporting to PCS'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 Workers' Compensation 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 a PCS 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 PCS's approved medical facility before returning to work.

Any time there is a job-related injury, PCS's policy allows for drug/alcohol testing along

with any medical treatment provided to the employee, at the discretion of the Principal.

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA 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 the School for a total of at least twelve (12) months and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave.

- **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 or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they 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 the School’s separate pregnancy disability policy).
 - a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be

discharged or transferred to another facility and does not actually remain overnight.

- c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition 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-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 service member.
 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, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA 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 FMLA 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/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, the School 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 the School'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 the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

PCS 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 the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate or clarify information in a deficient certification if the employee is unable to cure the deficiency.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be given a copy of the School'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 the School'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 the School 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. The School will respond to an FMLA leave request no later than five (5) days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 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 the School'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), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).

3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
 4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- **Limitations on Reinstatement**
 1. PCS may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to the School’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of the School’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 the School determines that substantial and grievous injury to the School’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School 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 the School to suffer substantial and grievous injury. If the School 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 the School’s written permission. An employee who accepts such employment without the School’s written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, 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 or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

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

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

Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

- **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**

PCS 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. PCS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

- **Seniority**

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, 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 the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.
- Requesting and Scheduling Pregnancy Disability Leave
 1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
 2. Employee should provide not less than thirty (30) days or as soon of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which 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. In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
 - Return to Work
 1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, 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. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

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

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
 3. In accordance with PCS 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, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- Employment during Leave

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

Returning From Leave of Absence

An employee 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 must give the Business Office at least ten (10) business day notice before returning from leave. Whenever PCS is notified of an employee's intention to return from a leave, PCS will attempt to place the employee in his or her 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 except to the extent required by law.

Employment During Leave

No employee on leave may engage in employment with any other employer without PCS's written permission. An employee who engages in such employment without PCS's written permission may be deemed to have resigned from employment at PCS.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Discipline and Rules of Conduct

It is the policy of PCS that all employees must maintain appropriate standards of professional job performance and good conduct at all times. Employees who fail to meet this standard may be subject to discipline, including oral or written warnings, reprimands, suspension, or termination, with respect to their job performance and/or misconduct. The provisions of this policy do not affect or diminish the at-will status of employees.

Employees may be disciplined for failure to meet the requirements of their positions, including but not limited to the following:

1. Insubordination or poor attitude - refusing to perform a task or duty assigned, refusing to act in accordance with instructions provided by an employee's manager or proper authority, rudeness or lack of cooperation.
2. Inefficiency - including carelessness or unnecessary waste of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution or posting of literature, written or printed matter is prohibited on PCS property. 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 PCS property.
5. Fighting or instigating a fight on PCS premises.
6. Violations of the Drug and Alcohol-Free Workplace Policy.
7. Using or possessing firearms, weapons or explosives of any kind on PCS premises.
8. Gambling on PCS premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee or sickness reports or records, applications for employment and time records.
10. Recording the time record, when applicable, of another employee or permitting or arranging for another employee to record the employee's time record.
11. Use of profane, abusive or threatening language in conversations with other employees or students and/or intimidating or interfering with the ability of other

employees or students to work or learn.

12. Conducting significant personal business during work hours and/or unauthorized use of PCS materials and equipment for personal business.
13. Excessive absenteeism or tardiness, excused or unexcused.
14. Posting any non-PCS related notices on PCS premises without prior written approval of management, unless posting is on a PCS 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. Unsatisfactory teaching performance.
19. Violation of the policy against sexual harassment and discrimination.
20. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment after a job-related accident.
21. Sleeping during work hours.
22. Release of confidential information without authorization.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Poor judgment.
26. Failure to follow instructions, PCS procedures, established safety rules and regulations, or applicable laws and regulations.
27. Failure to possess or maintain the credential/certificate required of the position.
28. Any other conduct detrimental to other employees, students, or PCS's interests or its efficient operations.

When performance or conduct does not meet PCS standards, PCS will endeavor, when it deems appropriate, to provide the employee a reasonable opportunity to correct the deficiency. Any such opportunity provided to an employee is in no way intended to alter the at-will employment relationship. PCS may, at its sole discretion, take corrective or disciplinary measures such as oral and written warnings, suspensions, terminations, or any other appropriate measure. PCS reserves the right to proceed directly to any measure, without resort to prior corrective or disciplinary steps, as PCS deems

appropriate. No employee shall have a reasonable expectation that PCS will take corrective or disciplinary measures short of termination at any time. The Principal has the authority to remove immediately any employee from the classroom or campus if there is immediate threat of harm to students or others.

The Principal has final responsibility for the corrective action and discipline of subordinate staff, except that any suspension without pay or termination must be ratified by the Board. The Board has final responsibility for corrective action and discipline of the Principal.

An oral warning may be given first. If the deficiency is not corrected, the employee may be given a written warning. The intent of oral and written warnings is to inform the employee of: (1) The nature of the poor performance in question; (2) What is required to correct the poor performance; (3) How long the employee has to correct the poor performance; and (4) The consequences of failure to correct the poor performance.

A written summary of any oral warning will be placed in the employee's personnel file, and will include the date, the name of the employee, the subject discussed and a summary of the discussion. A copy of any written warning will also be given to the employee and placed in the employee's personnel file. Oral and written reprimands are similar to warnings, but indicate a more severe or persistent pattern of unsatisfactory conduct. Other corrective action and discipline shall be subject to procedures that are appropriate in the sole discretion of PCS.

All employees have the right to make written objections to corrective action or discipline within two (2) weeks of receipt of notice of such corrective action or discipline. The objections will be attached to the record of corrective action or discipline and placed in the employee's personnel file. All such documents placed in the personnel file must be signed by the employee (unless the employee refuses to sign) and a PCS representative. The Principal will make a report to the Executive Committee with respect to any written reprimands or more serious corrective action or discipline placed in an employee's personnel file.

Off-Duty Conduct

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

The following types of additional employment elsewhere are strictly prohibited:

1. Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at PCS.
2. Additional employment that creates a conflict of interest or is incompatible with the employee's position with PCS.

3. Additional employment that impairs or has a detrimental effect on the employee's work performance with PCS.
4. Additional employment that requires the employee to conduct work or related activities on PCS property during the employer's working hours or using our PCS facilities and/or equipment; and
5. Additional employment that directly or indirectly competes with the business or the interests of PCS.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest (e.g. it conflicts with an employee's work schedule or it competes with the business or the interests of PCS) must submit a written request to PCS explaining the details of the additional employment. While PCS understands the need and/or desire for additional employment, PCS cannot guarantee providing employees with a schedule necessary to support their second job. If the additional employment is authorized, PCS assumes no responsibility for it. PCS 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 that requires approval can be revoked at any time.

Termination of Employment

Should it become necessary for an employee to terminate his/her at-will employment with PCS, the employee should notify the Principal regarding such intention as far in advance as possible, but preferably no later than two (2) weeks prior to the last scheduled day of work.

An employee who terminates his/her at-will employment will be entitled to all earned but unused vacation pay. If the employee is participating in the medical and/or dental plan, he/she will be provided information on his/her rights under COBRA.

Exit Interviews

Employees who leave PCS for any reason will be asked to participate in up to two (2) exit interviews. These interviews are intended to permit exiting employees the opportunity to communicate their views regarding their work with PCS, including job duties, job training, job supervision, and job benefits. One interview will be conducted by the exiting employee's supervisor, Vice Principal, Faculty Dean, or Principal. Another interview will be conducted by a Board Designee. At the time of the interviews, employees must return all PCS property.

Resignation

PCS will consider an employee to have resigned from his or her employment if an employee does any of the following:

1. Notifies the Principal either verbally or in writing of his or her election to resign from PCS;

2. Fails to return from an approved leave of absence on the date specified by the Principal, absent extenuating circumstances; or
3. Fails to report for work for more than three (3) consecutive days without notice to the Principal, absent extenuating circumstances.

COMPLAINT POLICY

This Complaint Policy and Procedure is designed to provide a fair and efficient forum for employees to air and resolve concerns in the workplace. There are informal and formal procedures that may be followed. Formal procedures may include review by an ad hoc Complaint Review Committee as well as the Board. If an employee believes that he or she is being retaliated against for lodging a complaint, the employee must immediately notify the Board President.

1. **Informal Procedure:** The person with the concern will speak directly with the other person(s) involved. If the parties involved reach resolution, the process ends here. If they do not agree, they may proceed to the next step in the informal procedure, Conflict Resolution, or proceed with the formal procedure set forth below.
2. **Conflict Resolution:** The parties will meet together with a mutually agreed upon neutral third party, such as the Principal, a member of the Board, or another person who volunteers to undertake the task. Either person may choose to speak with or write to the neutral third party.
3. **Formal Procedure:** The complaining person must submit a letter to the Principal, with a copy to the Board President. The letter must state the following: 1) the specific event(s) that is/are of concern, and why; 2) what has been done to try to resolve the concern, 3) the desired outcome requested, and 4) why this seems to be the best solution. The letter must be as specific as possible. If the concern involves the Principal or a Board member directly, the letter must be addressed to the Board President (or the Vice President if the President is the accused party). The letter must be submitted as soon as possible after the event complained about, but in no case later than sixty (60) days after such incident.

The recipient of the letter may do one of the following:

- a. Address the matter directly, through discussions, information gathering or other means. The final response must be presented to the complaining person in writing within a reasonable amount of time, with copies to the Board President and recipients of the original complaint. If the complaining person does not consider the response acceptable, the formal procedure will move to the next step below.
- b. Refer the matter to an ad hoc Complaint Review Committee established by the Board. All correspondence will be passed on to the chair of that committee. The Complaint Review Committee will investigate the matter and make written recommendations to the Board. Following Board review and action (for example, further investigation, approval, disapproval or modification of the Committee's recommendation), a copy of a written response will be given to the person(s) involved. The Complaint Review Committee and Board will conduct their meetings in public to the extent required by applicable public meeting laws, and all involved parties may address the Committee and Board as provided in applicable public meeting laws. The parties may request additional presentation time, at

the Committee and Board's discretion. The Board will note the final action or resolution in the official Board minutes as required by law.

AMENDMENT TO EMPLOYEE HANDBOOK

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

PCS 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

UNLAWFUL HARASSMENT COMPLAINT FORM

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

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

Please review the School's policies concerning harassment for a definition of harassment and a description of the types of conduct that are considered to be harassment.

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

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

Charges of harassment are taken very seriously by the School both because of the harm caused to the person harassed, and because of the potential sanctions that may be taken against the harasser. 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 sexually harassed 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; any action(s) you have taken to address the situation, etc.). (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School 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.

_____ Date: _____
Signature of Complainant

Print Name

Received by: _____ Date: _____

APPENDIX B
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; any action(s) you have taken to address the situation, etc.). (Attach additional pages, if needed):

I hereby authorize the School 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: _____