

# Cornerstone Academy Preparatory School



## Employee Handbook 2014-2015

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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 EXECUTIVE DIRECTOR.

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 School.**

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

**Please retain this copy for your records.**

**TABLE OF CONTENTS**

	<b>Page</b>
<b>INTRODUCTION TO HANDBOOK</b> .....	1
<b>CONDITIONS OF EMPLOYMENT</b> .....	2
Equal Employment Opportunity Is Our Policy.....	2
Employment At-Will .....	2
Staff/Student Interaction Policy.....	3
Policy Prohibiting Unlawful Harassment .....	6
Whistleblower Policy.....	8
Drug-Free Workplace .....	9
Confidential Information .....	9
Conflict of Interest .....	9
Immigration Law Compliance .....	9
Smoking .....	9
<b>THE WORKPLACE</b> .....	10
Employment Classifications .....	10
Work Schedule.....	10
Meal and Rest Periods .....	11
Attendance and Tardiness.....	11
Time Cards/Records.....	11
Use of E-Mail, Voicemail and Internet Access .....	12
Social Media .....	12
Personal Business.....	13
Personal Property .....	13
Personal Appearance/Standards of Dress for Faculty Members.....	13
Moral and Ethical Expectations .....	14
Outside Employment .....	14
Workplace Searches.....	14
Health and Safety Policy.....	14
Criminal Background Checks .....	15
Tuberculosis Testing.....	15
Security Protocols .....	15
Occupational Safety .....	15
Accident/Incident Reporting.....	16
Reporting Fires and Emergencies .....	16
<b>EMPLOYEE WAGES AND HEALTH BENEFITS</b> .....	17
Payroll Withholdings .....	17
Overtime Pay .....	17
Pay Schedule.....	18
Wage Attachments and Garnishments .....	18
Benefits .....	18
COBRA Benefits .....	19
<b>PERSONNEL EVALUATION AND RECORD KEEPING</b> .....	22
Performance Review and Evaluation.....	22
Personnel Files and Record Keeping Protocols .....	22

	<b>Page</b>
<b>HOLIDAYS, VACATIONS AND LEAVES</b> .....	23
Holidays .....	23
School Closure .....	23
Vacation .....	24
Unpaid Leave of Absence.....	24
Personal Days.....	25
Sick Leave.....	25
Family Care and Medical Leave .....	26
Pregnancy Disability Leave .....	31
Industrial Injury Leave (Workers' Compensation).....	35
Military and Military Spousal Leave of Absence .....	36
Bereavement Leave .....	36
Jury Duty or Witness Leave.....	37
Voting Time Off .....	37
Returning From Leave of Absence .....	37
 <b>DISCIPLINE AND TERMINATION OF EMPLOYMENT</b> .....	 38
Rules of Conduct.....	38
Off-Duty Conduct .....	39
Termination of Employment.....	40
 <b>INTERNAL COMPLAINT REVIEW</b> .....	 41
 <b>AMENDMENT TO EMPLOYEE HANDBOOK</b> .....	 43
 <b>APPENDIX A - HARASSMENT COMPLAINT FORM</b>	
<b>APPENDIX B - INTERNAL COMPLAINT FORM</b>	

# INTRODUCTION TO HANDBOOK

Welcome to the Cornerstone Academy Preparatory School Team!

At Cornerstone Academy Preparatory School (hereinafter referred to as “Cornerstone Academy” or the “School”), a high-quality staff is essential to fulfilling our mission of preparing all students for college.

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

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

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

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

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

# **CONDITIONS OF EMPLOYMENT**

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

Cornerstone Academy 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, creed, color, gender (including gender identity and gender expression), religion, national origin or ancestry, sex, sexual orientation, age, physical or mental disability, marital status, registered domestic partner status, citizenship status, medical condition (including cancer and genetic characteristics), 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. Cornerstone Academy 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. Cornerstone Academy 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 expressed or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

### **Staff/Student Interaction Policy**

Cornerstone Academy recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about a school environment which is the safest and most conducive to learning as 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.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

#### Cautionary Staff/Student Behaviors

**(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)**

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

#### Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) 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 your Executive Director about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.

- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

## **Policy Prohibiting Unlawful Harassment**

Cornerstone Academy is committed to providing a work and educational atmosphere that is free of unlawful harassment. Cornerstone Academy's policy prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, military or veteran status, or any other basis protected by federal, state, local law, ordinance or regulation. Cornerstone Academy will not condone or tolerate harassment of any type by any employee, independent contractor or other person with which the School does business with. This policy applies to all employee actions and relationships, regardless of position or gender. Cornerstone Academy will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

### 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
- Deferential or preferential treatment based on any of the protected classes above.

### Prohibited Unlawful Sexual Harassment

In accordance with existing policy, discrimination on the basis of gender in education institutions is prohibited. All persons, regardless of the gender, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the School.

Cornerstone Academy is committed to provide 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 consist 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 of 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. All 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. Employees and students are expected to act in a positive and professional manner and to contribute to a productive School environment that is free from harassing or disruptive activity. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Executive Director. 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 deferential 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.

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation, filing of a complaint or reporting sexual harassment.

Cornerstone Academy will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

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.

### **Whistleblower Policy**

Cornerstone Academy 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, 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**

Cornerstone Academy 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 is extremely harmful to workers.

The bringing to the work place, possession or use of intoxicating beverages or drugs on any School premises 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. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Executive Director, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

### **Immigration Law Compliance**

Cornerstone Academy does not hire anyone that is not a citizen of the United States, or is not a non-citizen that is authorized to work in the United States under the Immigration Reform and Control Act of 1986. As a condition of employment, all new and past employees must show valid proof that they are eligible to work in the United States.

### **Smoking**

The Cornerstone Academy facility is a no smoking facility. Employees may not use any tobacco products on school grounds, anywhere off of school grounds that is visible from school grounds, or anywhere it could be reasonably expected to encounter students during the school day. Any violation of this policy may result in disciplinary action.

# THE WORKPLACE

## Employment Classifications

All employees of Cornerstone Academy will be classified as either full-time or part-time, and either exempt or non-exempt. Cornerstone Academy may also hire consultants and/or temporary employees.

- Full-time employees: Full time employees are those who are scheduled to work the full-academic year and who work no fewer than forty (40) hours per week. All full-time employees are eligible to participate in the School's benefits program.
- Part-Time Employees: Part time employees are those who work fewer than thirty-five (35) hours per week. Part-time employees are not eligible to participate in the School's benefits program.
- Exempt: Cornerstone Academy will abide by applicable law in determining whether an employee is exempt or non-exempt. Employees classified as exempt are not eligible to receive overtime pay.
- Non-exempt: Cornerstone Academy will abide by applicable law in determining whether an employee is exempt or non-exempt. Employees classified as non-exempt are eligible to receive overtime pay and meal/rest periods.
- Consultant: Consultants are independent contractors who work under an independent contractor/consultancy agreement. Consultants have no employee status nor any employment rights, and are not eligible for benefits.
- Temporary Employee: Temporary employees are those employees whose employment with the School is for a limited period, generally not exceeding two academic quarters, or five months, whichever is greater. Temporary employees are not entitled to participate in the School's benefits program.

## Work Schedule

Business hours are normally 7:00 a.m. – 5:00 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 and contribute fully to the fulfillment of the school's mission.

Unless otherwise agreed upon with the Executive Director, all staff must arrive at school at least ten (10) minutes prior to the start of Breakfast. Staff must remain at school until at least one (1) hour after student dismissal, unless they have received prior approval from the Executive Director or there is an event scheduled during the evening or the weekend, in which case staff may need to stay later.

## **Meal and Rest Periods**

Non-exempt employees are provided with at least a thirty (30) minute meal period, to be taken approximately in the middle of the workday. The Executive Director should be aware of and approve your scheduled meal and rest periods.

Employees are expected to observe assigned working hours and the time allowed for meal and rest periods. Employees should not leave the premises during rest periods and should not take more than ten (10) minutes for each rest period. Employees may leave the premises during the meal period.

## **Attendance and Tardiness**

All employees, whether exempt or non-exempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning.

If an employee finds it necessary to be absent or late, employees are expected to notify the Leadership Team (Executive Director, Operations Manager, Academic Director, Dean of School Culture, and Blended Learning Director) via text message or phone as soon as possible but no later than one hour before the start of the workday. If an employee is absent from work longer than one (1) day, employees are expected to keep the administration sufficiently informed of their situation through phone or email communication.

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

## **Time Cards/Records**

By law, the School is obligated to keep accurate records of the time worked by non-exempt employees. Such employees shall be required to utilize the School's time card system.

Non-exempt employees must accurately clock in and out of their shifts 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 card indicates when the employee arrived and when the employee departed. All non-exempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Non-exempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the Executive Director to make the correction and such correction must be initialed by both the employee and the Executive Director.

No one may record hours worked on another's worksheet. Any employee who tampers with his/her own time card, or another employee's time card, may be subjected to disciplinary action, up to and including release from at-will employment with the School.

### **Use of E-Mail, Voicemail and Internet Access**

Cornerstone Academy will permit employees to use its electronic mail, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The 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 race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file of E-mail or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal E-mail files or voicemail unless there is a business need to do so. Cornerstone Academy retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

### **Social Media**

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, MySpace, 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 social media postings violate this or other School policies.

### **Personal Business**

Cornerstone Academy's facilities for handling mail and telephone calls are designed to accommodate School business. Employees must 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. Employees may not use School material, time or equipment for personal projects.

### **Personal Property**

Teachers may bring their own property to school for use in their classroom or desk at their own risk. Cornerstone Academy shall not be responsible for any property lost or stolen during, or outside of, school hours.

### **Personal Appearance/Standards of Dress for Faculty Members**

Teachers are expected to maintain the highest degree of professionalism throughout the workday. Professional attire is expected for all employees, excepting College Fridays, when teachers may wear college attire from their alma mater. Employees may also wear appropriate casual attire on field trip days and during other special events (i.e. Field Day), as directed by the Executive Director.

Examples of attire that fail to meet professional standards include but are not limited to: denim (jeans/shorts/skirts/overalls), sweatpants, exercise pants, shorts, spandex bike shorts, short skirts/dresses, spaghetti-strap tops/dresses, halter tops, midriff tops, flip flops/slippers, baseball caps, excessive visible body piercings, or any article of clothing that is revealing or contains offensive language, logos, pictures, cartoons, or slogans.

No dress code can cover all contingencies, so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If clothing fails to meet professional standards, as determined by the employee's supervisor, the employee will be asked not to wear the inappropriate item to work again. If the problem persists, the employee may be sent home to change clothes and will receive a verbal warning for the first offense. If you experience uncertainty about acceptable professional attire for work, please ask your supervisor.

### **Moral and Ethical Expectations**

Every employee must carry themselves as a role model for students at all time. All employees of Cornerstone Academy are expected to behave in a consistently moral and ethical manner.

### **Outside Employment**

Helping students achieve their full academic potential, and working to help the school realize its mission will take a significant investment of time from every staff member. To that end, employment outside of the School is strongly discouraged. Any outside employment that an employee does decide to pursue must not conflict in any way with staff responsibilities within the school. Employees may not conduct outside work or use school property, equipment or facilities in connection with outside work while on school time.

### **Workplace Searches**

To safeguard the safety and property of our employees, students and Cornerstone Academy, the School reserves the right to inspect any packages, parcels, purses, handbags, briefcases, or any other possession or articles carried to and from work areas. No reasonable expectation of privacy exists with regard to items brought onto the school premises. It is considered to be part of each employee's job at Cornerstone Academy to cooperate fully with such searches. Refusal to cooperate may lead to disciplinary action, up to and including release from at-will employment.

### **Health and Safety Policy**

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

You are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. You are required to report immediately to the Executive Director any potential health or safety hazards, and all injuries or accidents.

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

### **Criminal Background Checks**

As required by law, all individuals working or volunteering at the School will be required to submit to a background criminal 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 Executive Director.

### **Tuberculosis Testing**

All employees of the School must submit written proof from a physician of an examination for tuberculosis (TB) within the last sixty (60) days showing that they are free of active TB. The examination for tuberculosis consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB examination at least once every four (4) years. Volunteers may

be required to undergo a TB examination as necessary. TB examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers will be required to have annual TB exams. Documentation of employee and volunteer compliance with TB exams 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.

### **Security Protocols**

Cornerstone Academy 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 main office. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your work station that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify the Executive Director when keys are missing or if security access codes or passes have been breached.

### **Occupational Safety**

Cornerstone Academy is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

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

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

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

### **Accident/Incident Reporting**

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

### **Reporting Fires and Emergencies**

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

# EMPLOYEE WAGES AND HEALTH BENEFITS

## Payroll Withholdings

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

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from your employee paychecks is explained on the check voucher. If an employee does not understand the deductions, employees should ask the Executive Director to explain them.

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

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Executive Director and to fill out a new W-4 form.

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

## Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. 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. Cornerstone Academy will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Executive Director. Cornerstone Academy provides compensation for all 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.

### **Pay Schedule**

Employees will be paid monthly, with paychecks issued on the last day of every month. All requisite contributions to benefits will be deducted from this paycheck. There are twelve (12) pay periods every year for the administrative team and eleven (11) for the teaching staff and instructional support staff.

### **Wage Attachments and Garnishments**

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

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

### **Benefits**

Cornerstone Academy offers a competitive benefits package for all full-time employees.

#### Health and Dental Insurance

Cornerstone Academy currently pays up to \$6498 per employee per year for healthcare costs through a group healthcare plan. Employees eligible for benefits may choose from an offering of healthcare and dental options. If the cost of an employee's selections is over the annual allowance, the employee is responsible for covering the remaining amount through a payroll deduction. If an employee elects not to have health or dental insurance through Cornerstone Academy, or has a plan selection under the annual allowance, they are not entitled to any cash compensation. Cornerstone Academy reserves the right to amend or terminate this benefits program.

#### Disability Insurance

Cornerstone Academy carries short-term disability insurance in accordance with California State Law. Such insurance allows payment in the event of certain injuries, illnesses or other disabilities occurring outside of the workplace, including pregnancy. Any employee wishing to claim disability pay must file the appropriate reports and forms with the Executive Director. The employee is also responsible for filing any other necessary forms, applications, or other information as required by the applicable government policies.

#### Retirement and 403(b)

Teachers and administrators who hold valid California credentials and meet all eligibility requirements will be part of the California State Teachers Retirement System (STRS). Cornerstone Academy will implement all applicable STRS policies and procedures, including policies regarding mandatory and permissive membership in STRS for eligible school staff. Certificated personnel who participate in STRS are exempted from participating in federal social security. Certificated personnel will also have the option to contribute voluntarily from their salary to a 403(b) retirement account.

For non-certificated, full-time employees, Cornerstone Academy will contribute to Social Security and offer the option for a 403(b) account. Cornerstone Academy reserves the right to change the retirement program for classified personnel if the school administration becomes aware of a more efficient retirement program for which they qualify.

#### Medicare

All employees are required by federal statute to participate in the federal government Medicare program. Medicare is currently deducted at 1.45% of gross salary earnings. The federal government has the authority to change this rate in the future without notice.

#### Domestic Partner Policy

Cornerstone Academy offers domestic partner health coverage along with individual and family plans. The cost of this plan is the same as the family plan.

#### Workers' Compensation Policy

All employees are covered by Workers' Compensation Insurance for job-related illnesses or injuries.

#### Unemployment Compensation

Cornerstone Academy contributes to the Unemployment Compensation Plan administered by State of California.

#### **COBRA Benefits**

#### Continuation of Medical and Dental

**WHEN COVERAGE UNDER THE SCHOOL'S HEALTH PLAN ENDS, YOU OR YOUR DEPENDENTS MAY CONTINUE COVERAGE IN SOME SITUATIONS.**

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

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

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

This eighteen (18) month period may be extended an additional eleven (11) months if you are disabled at the time of your termination or reduction in hours if you meet certain requirements. This eighteen (18) month period also may be extended if other events (such as a divorce or death) occur during the eighteen (18) month period.

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

- You die while covered by the plan;
- You and your spouse become divorced or legally separated;
- You become eligible for Medicare coverage, but your spouse has not yet reach age sixty-five (65); or
- Your dependent child reaches an age which makes him or her ineligible 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.

Cornerstone Academy will notify you or your dependents if coverage ends due to termination or a reduction in your work hours. If you become eligible for Medicare, divorced or legally separated, die, or when your child no longer meets the eligibility requirements, you or a family member are responsible for notifying the School within thirty (30) days of the event. Cornerstone Academy will then notify you or your dependents of your 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;
- You (or your 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 you (or your spouse or child, as applicable) may have;
- Cornerstone Academy stops providing group health benefits;
- You (or your spouse or child) become entitled to Medicare; or
- You extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that you are no longer disabled.

# **PERSONNEL EVALUATION AND RECORD KEEPING**

## **Performance Review and Evaluation**

Cornerstone Academy believes that in order to constantly improve as a school, staff members must continuously reflect upon their craft. Performance reviews and evaluations, both informal and formal, will be an integral part of every staff member's professional development.

Performance reviews may take place any number of times during the year, and may be in the form of a scheduled meeting or more informal talks during the school-day. Performance reviews may be utilized as tools to improve employee performance with regard to management expectations.

Performance evaluations will take place in a formal setting, scheduled in advance, and will occur at least twice during a contract year, as close to the end of the mid-year and end-of-year as possible. Evaluations will be based on both general and specific terms and conditions identified in the actual contract, letter of agreement, or confirmation letter. Performance evaluations may be used to determine professional development opportunities, contract renewal, contract termination, or resolution of other contractually related terms and/or conditions.

Performance evaluations will always be delivered in written form and be prepared by the immediate supervisor of the employee. When appropriate, the Executive Director will also be involved in the preparation of performance evaluations.

## **Personnel Files and Record Keeping Protocols**

At the time of your employment, a personnel file is established for you. Please keep the Executive Director advised of changes that should be reflected in your 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 you should the change affect your other records.

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

# **HOLIDAYS, VACATIONS AND LEAVES**

Every individual employee has been hired in order to positively contribute to Cornerstone Academy. Cornerstone Academy operates a small school, with a small staff, which makes attendance of every staff member every day that much more important. That being said, Cornerstone Academy recognizes that there are times throughout the year when employees must miss work.

## **Holidays**

In general, Cornerstone Academy observes all paid holidays as the host district during the year. A copy of the school year calendar will be provided to each employee prior to commencing employment with the school. The following holidays are generally observed by public entities, including public schools:

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

Other days during the school year, such as days during the School's calendared breaks, shall be paid time for all non-exempt employees in active status.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Executive Director. The employee will be paid if the religious holiday is taken as an earned personal necessity day. The employee will not be paid if the religious holiday is taken as a personal leave of absence day.

Employees on any leave of absence do not earn holiday pay.

## **School Closure**

Cornerstone Academy follows the same school-closure policy of Franklin-McKinley School District schools. Therefore, if the District makes an announcement regarding the delay of opening, closing, or early dismissal of students, Cornerstone Academy will adhere to those same decisions. Instructional time that is lost as a result may be made up by adding an equal number of days to what was scheduled to the end of the school year. This decision will be made by the Executive Director.

## **Vacation**

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

Regular full-time administrative and classified employees are entitled to vacation terms based upon date of hire, length of service and status with the School. Full-time clerical staff shall accrue ten (10) days of paid vacation each year, beginning after six (6) months of service. Paid vacation time for administrators will be established in the administrator’s employment contract. Teachers, as well as employees working on part-time basis (less than full-time), shall not earn vacation days.

Any vacation time taken during the school year or otherwise should be coordinated and cleared by the Executive Director subject to scheduling and seniority. No vacation time may be taken by clerical staff during the last two weeks of August unless specifically authorized by the Executive Director.

For clerical employees, vacation days should be taken when school is not in session, preferably between July 1 and August 15. Vacation time is figured on a school year beginning with the opening of school rather than on a fiscal year.

Vacation time may not be utilized before it is earned. An employee whose employment terminates will be paid for accrued unused vacation days. Vacation can accrue up to a maximum of twelve (12) days of pay. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

## **Unpaid Leave of Absence**

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

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 vacation time is accrued during any type of unpaid leave of absence.

### **Personal Days**

Every full-time certificated employee is entitled to three (3) paid personal leave days per school year beginning August 1 to be available for use over the following twelve (12) months. Employees hired after August 1 in any given year are granted a pro rata portion of the three (3) personal leave days for that twelve (12) month period immediately upon the first day of employment. Unused personal leave days will roll-over from year to year up to five (5) total personal leave days. Uses of personal leave may include, but are not limited to, death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for an employee who is the father of the child to be absent from his position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday.

### **Sick Leave**

Sick leave is a form of insurance that employees accumulate in order to provide a cushion for incapacitation due to illness or injury. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for "personal" absences. Time off for medical and dental appointments will be treated as sick leave. Cornerstone Academy will not tolerate abuse or misuse of your sick leave privilege.

Cornerstone Academy offers paid sick leave to regular full-time employees. You will accrue paid sick leave at the rate of seven (7) days allotted to each school year. Accrued sick leave does not carry over from year to year and the School does not pay employees in lieu of unused sick leave.

If an employee is not able to report to work because of a sickness, or sickness to someone dependent on them for care such as a parent, spouse, partner, or child, it is expected that the employee will contact the Leadership Team with as much advance notice as possible, and by 6:00 a.m. on the day of the absence, allowing enough time for the Leadership Team to find a substitute teacher or temporary help.

If you are absent longer than three (3) days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the School will be required before the School honors any sick pay requests. Cornerstone Academy may withhold sick pay if it suspects that sick leave has been misused. If Cornerstone Academy suspects abuse of sick leave, the School may require a medical certification from an employee verifying the employee's absence.

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

## 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 the last 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).
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 servicemember 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.

6. A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.
- Amount of FMLA Leave Which May Be Taken
    1. FMLA leave can be taken in one 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 servicemember shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
    3. The “twelve month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
    4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, 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.
  - Pay during FMLA Leave
    1. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period.
    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.

School 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. An employee who was absent from work while fulfilling his or her covered service obligation under the Uniformed Services Employment and Reemployment Rights Act (USERRA) shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service.

- 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. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) 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. In most cases, the School will respond to an FMLA leave request within two (2) days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within five (5) business days of receiving the request, absent extenuating circumstances. 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 or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.
    4. If an employee can return to work with limitations, 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. School 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 not 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, 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 (4) months" means the number of days the employee would normally work within four (4) 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

Cornerstone Academy shall provide continued health insurance coverage while an employee is on a 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. Cornerstone Academy 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
  - Other circumstance beyond the employee's control.
- 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 Cornerstone 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.

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

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

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

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

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

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

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Executive Director and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's

approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.

- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

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

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

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

Cornerstone Academy will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

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

### **Bereavement Leave**

Full-time employees are entitled to take up to three (3) consecutive days off, with pay, to attend to a family death. Employees may be granted additional time without pay or may use unused personal leave days for additional bereavement leave. For these purposes, family is defined as a spouse, domestic partner, child, parent, sibling, grandparent or grandchild.

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

All employees will be granted jury duty leave when summoned for jury duty. Employees summoned for jury duty should inform the Executive Director immediately so that alternative accommodations can be made. Employees will be paid regular wages for the first two weeks (10 workdays) of actual time served on jury duty. Thereafter, jury duty will be unpaid. Employees are expected to return to work on any day or portion of a day they are released from jury duty.

### **Voting Time Off**

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

### **Returning From Leave of Absence**

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

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

# DISCIPLINE AND TERMINATION OF EMPLOYMENT

## Rules of Conduct

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

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

- operations.
23. Refusal to speak to supervisors or other employees.
  24. Dishonesty.
  25. Failure to possess or maintain the credential/certificate required of the position.

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

Without compromising the at-will employment relationship, performance problems may be addressed using progressive discipline, which may include but are is not limited to an oral warning, a written warning, a probation period and then discharge. In cases of serious misconduct, however, certain steps of the progressive discipline process may be skipped or immediate release from employment may be warranted.

### **Off-Duty Conduct**

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

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

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

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. Cornerstone Academy shall not provide workers' compensation coverage or

any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

### **Termination of Employment**

Should it become necessary for you to terminate your at-will employment with the School, please notify the Executive Director regarding your intention as far in advance as possible. At least two (2) weeks notice is expected whenever possible.

When you terminate your at-will employment, you will be entitled to all earned but unused vacation pay. If you are participating in the medical and/or dental plan, you will be provided information on your rights under COBRA.

# **INTERNAL COMPLAINT REVIEW**

Specific complaints of unlawful harassment are addressed under the School's "Policy Against Unlawful Harassment."

## **Internal Complaints**

(Complaints by Employees Against Employees)

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

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

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

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

## **Policy for Complaints Against Employees**

(Complaints by Third Parties Against Employees)

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

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

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

1. The Executive Director or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Executive Director (or designee) finds that a complaint against an employee is valid, the Executive Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors of the School. The decision of the Board of Directors shall be final.

### **General Requirements**

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

## **AMENDMENT TO EMPLOYEE HANDBOOK**

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

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

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

## APPENDIX A

### HARASSMENT COMPLAINT FORM

*It is the policy of the School that all of its employees be free from 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 Executive Director 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.*

*Cornerstone Academy 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; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

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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.

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

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

\_\_\_\_\_  
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; what did you do to avoid 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: \_\_\_\_\_