



Camino  
Nuevo  
Charter  
Academy

# CAMINO NUEVO CHARTER ACADEMY

## Employee Handbook



### **Excellence**

We take responsibility for our students and staff achieving consistently outstanding results.



### **Equity**

We recognize and value the individuality and experiences of all students and respond to their unique academic, emotional, psychological, and social needs.



### **Community**

We are rooted in our community's richness and in the cultural and environmental context where our students and families live.



### **Innovation**

We continuously learn, are curious, and implement new ideas, perspectives, and evidence-based methods in our work.



### **Joy**

We build and maintain positive relationships that foster happiness and fulfillment among students, staff and families.

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## **MESSAGE FROM THE CHIEF EXECUTIVE OFFICER**

Dear CNCA Team Member:

I would like to take this opportunity to welcome you and to thank you for choosing to be a part of our team. Every member of our organization is essential for the development and growth of our students as we strive to instill in them the tools necessary to become representatives of social justice.

At Camino Nuevo Charter Academy we aim to maintain a positive work environment where every employee has a voice and is treated with respect. We all need to work together to maintain our excellent standard of safety and service to our students and community.

It is my hope that our journey together is filled with learning experiences for all.

Welcome aboard!

Dr. Ana Ponce,  
Chief Executive Officer  
Camino Nuevo Charter Academy

## **I. CNCA MISSION STATEMENT**

The Mission of Camino Nuevo Charter Academy (CNCA) is to educate students in a college preparatory program to be literate, critical thinkers and independent problem solvers who are agents of social justice with sensitivity toward the world around them.

## **II. CNCA HISTORY**

Camino Nuevo Charter Academy is an independent network of charter schools that were founded in August 2000 by Pueblo Nuevo Development, a nonprofit community development corporation in the MacArthur Park neighborhood, west of downtown Los Angeles. The MacArthur Park neighborhood is one of the poorest and most densely populated neighborhoods in Los Angeles. In 1992, Philip Lance, an Episcopal Minister, began working with residents of the community to find ways to address the severe economic and social problems in the area. Over the past 10 years, several organizations and businesses have grown out of this effort, including a thrift store, a worker-owned janitorial company, a non-profit community development corporation, a free health clinic, charter schools and a preschool. Together, these organizations are providing children with outstanding and enriched educational opportunities as well as revitalizing this urban neighborhood and making it a safe and healthy place to live.

Charter schools are public schools funded by the State of California. They are chartered by local school districts, designing their own instructional program and making their own decisions regarding all operating matters.

Over the last fourteen years, CNCA has expanded to include one pre-k, four k-8 campuses, and two high school campuses. To date, CNCA serves approximately 3,400 students in the Greater McArthur and Echo Park communities of Los Angeles.

## **III. DESCRIPTION OF HANDBOOK**

Camino Nuevo Charter Academy has prepared this handbook to provide employees with an overview of the organization's policies, benefits, and procedures. It is intended to familiarize employees with important information about the organization, as well as information regarding their own rights and responsibilities. It is important that all employees regularly read, understand, and follow the provisions of the handbook as it may be amended from time to time by CNCA. This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Your principal or the Human Resource Department will be happy to answer any questions you may have.

Please note that written employment contracts between Camino Nuevo Charter Academy and some employees may supersede some provisions of this handbook. Any conflicting provisions of the CNCA/CNTA Collective Bargaining Agreement supersede these policies.

We expect each employee to read this handbook carefully, as it is a valuable reference for understanding your terms of employment with CNCA.

The Following Provisions Apply To All CNCA Employees Who Are Not Members Of The Certificated Bargaining Unit.

Except for the policy of at-will employment, which can only be changed by the CEO in writing, CNCA reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document. All such revisions, deletions, or additions must be in writing and must be signed by the CEO of CNCA. No oral statements or representations can in any way alter the provisions of this handbook.

None of CNCA's personnel documents and benefit plans, including this employee handbook, constitutes, or is intended to constitute, an expressed or implied contract guaranteeing continued employment for any employee. No supervisor has any authority to enter into a contract of employment--expressed or implied--which changes or alters the at-will employment relationship. Only the CEO has the authority to enter into an employment agreement that alters the at-will employment relationship, which is binding only if it is in writing. All contracts will be reviewed on an annual basis by the Principal/Supervisor and the CEO.

All CNCA Employees

This employee handbook is the property of CNCA. All rights are reserved. No part of this employee handbook may be reproduced in any form or by any electronic or mechanical means, including information storage and retrieval systems, without permission in writing from the CEO.

Not all CNCA policies and procedures are set forth in this employee handbook. We have summarized only some of the more important ones. If you have any questions or concerns about the policies in this handbook or any other policy or procedure, please direct them to your Principal, or the Human Resource Department.

**IV. FOREIGN LANGUAGES**

Camino Nuevo Charter Academy wants all employees to understand and comply with the policies in this handbook. If you have a problem understanding the handbook because of an inability to read or understand English, please let your supervisor or the Human Resources Department know. We can provide you with assistance to understand the information included in this document. If you fail to request assistance, we will assume that you fully understand the handbook.

Camino Nuevo quiere que todos sus empleados entiendan y cumplan con las pólizas de este manual. Si usted tiene dificultad entendiendo este manual ya sea por su inhabilidad de leer o entender el idioma inglés, por favor infórmele a su supervisor o al Departamento

de Recursos Humanos. Nosotros le podemos ayudar a entender la información en este documento. Si usted falla en pedir ayuda, nosotros asumiremos que usted entiende en su totalidad el contenido de este manual.

## **V. EMPLOYMENT RELATIONSHIP**

### **A. EMPLOYMENT RELATIONSHIP**

Camino Nuevo Charter Academy anticipates that every employee will find the employment relationship satisfying and rewarding in all respects. At the same time, it recognizes that relationships are not always mutually satisfactory. The employment relationship between CNCA and teachers in the bargaining unit is governed by the terms of individual teacher contracts and the CNCA/CNTA Collective Bargaining Agreement.

#### All CNCA Employees Who Are Not Members of the Certificated Bargaining Unit

The employment relationship is terminable at-will, at the option of any employee or the employer. Unless you are employed under a written employment contract, employment at CNCA can be terminated at any time, with or without cause or notice. Moreover, no one in the organization, other than the CEO, has the authority or legal ability to modify the at-will nature of the employment relationship. Employment of any set duration can only be made by a written employment agreement signed by the Principal, the CEO and you. Any individual employment contract will generally be made on a school year basis, with review and consideration for renewal at the end of that school year. Unless your employment is covered by a written employment agreement, this policy of at-will employment is the sole and entire agreement between you and CNCA, related to the duration of employment and the circumstances under which employment may be terminated.

With the exception of employment at-will, other terms and conditions of employment with CNCA may be modified at the sole discretion of CNCA with or without cause or notice at any time. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice. Examples of the type of terms and conditions of employment that are within the sole discretion of CNCA include, but are not limited to: promotion; demotion; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; or any other terms and conditions that CNCA may determine to be necessary for the safe, efficient, and economic operation of the school.



## **B. EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

Camino Nuevo Charter Academy is an equal employment opportunity employer and makes employment decisions on the basis of merit. CNCA policy prohibits unlawful discrimination or harassment based on a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, sexual orientation, or any other characteristic contained in the definition of hate crimes in section 422.55 of the penal code, as well as any other category protected by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of the aforementioned characteristics, or is associated with a person who has or is perceived as having any of the aforementioned characteristics. All such discrimination or harassment is unlawful. CNCA employees are prohibited from engaging in such conduct.

Prohibited discrimination consists of adverse employment action against a person, including termination or denial of promotion, job assignment, or training, or in discriminating against the person in compensation, terms, conditions, or other privileges or employment based on any of the prohibited categories of discrimination listed above.

Prohibited discrimination based on the religious creed of an employee or job applicant includes any unlawful discrimination based on the person's religious dress or grooming practices or any conflict between the person's religious belief, observance, or practice and an employment requirement.

Prohibited discrimination based on the sex of an employee or job applicant shall include any discrimination based on the person's pregnancy, childbirth, breastfeeding, or any related medical conditions.

Harassment consists of unwelcomed verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.

CNCA is committed to complying with all applicable laws providing equal employment opportunities and prohibits unlawful discrimination by an employee of CNCA, including supervisors and coworkers. Employees are required to report every instance of unlawful discrimination to their supervisor or the principal. Retaliation for filing a complaint on participating in the complaint process is prohibited. Any supervisor or employee who retaliates against the complainant or those involved in the investigation will be disciplined, up to and including dismissal. Employees who have engaged in prohibited discrimination will be subject to appropriate disciplinary action, up to and including dismissal.

CNCA will attempt to reasonably accommodate any qualified individual with a known physical or mental disability, unless doing so would create an undue hardship on the school. As part of its commitment to make reasonable accommodations, CNCA participates in a timely, good faith, interactive process with disabled applicants or employees. Applicants and employees are invited to identify any functional limitations and participate in an interactive process to assist them in performing the essential functions of the position. The purpose of this process is to first identify the applicant's or employee's functional limitations, and then to determine effective reasonable accommodations, if any, that can be made in response to a request for accommodations. Applicants and employees requesting a reasonable accommodation should contact the Human Resources Department as soon as possible to request the opportunity to participate in a timely interactive process.

Complaint of unlawful discrimination should be submitted in writing to the Principal or Human Resource Department. Complaints should be specific and include the names of the individuals involved and the names of any witnesses. CNCA will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If CNCA determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. CNCA will not retaliate against employees for filing a complaint and will not knowingly permit retaliation by management employees or coworkers.

## **VI. COMMENCING EMPLOYMENT**

### **A. BACKGROUND CHECKS**

Camino Nuevo Charter Academy recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, who do not present a risk of harm to students, coworkers or others. CNCA will perform applicant background checks and employee investigations as required by Education Code section 47605 [b][F], which states that "each employee of the school will furnish the school with a criminal record summary".

As required by California and federal law, all employees and volunteers must have Live Scan fingerprint clearance on file with CNCA **PRIOR** to first day of work. Live Scan fingerprint clearance will be required of all job applicants, employees, and volunteers as required by California and federal law. Background checks may also be required of employees whose job duties involve the handling of money, valuables or confidential information, or as otherwise deemed prudent by the school. These background checks are performed through a fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). Any information obtained by CNCA may be taken into consideration in evaluating your suitability for employment, promotion, reassignment, or retention as an employee.

For additional information on fingerprinting please contact the Human Resources Department.

## **B. TUBERCULOSIS TESTING**

Camino Nuevo Charter Academy requires that all employees and volunteers be tested for tuberculosis in accordance with Educational Code 49406 [a][h] which states in part that no person shall “be initially employed by a school district or employed under contract in a certificated or classified position unless the person has submitted to a tuberculosis risk assessment within the past 60 days, and if tuberculosis risk factors are identified, has been examined to determine that he or she is free of infectious tuberculosis, by a physician and surgeon licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code...” A person previously employed by another school or school district shall be deemed to meet the requirements if that person produces a certificate which shows that he or she was examined within the past four years and was found to be free of infectious tuberculosis.

All employees shall be required to submit to a tuberculosis risk assessment at least every four years, unless they have previously tested positive and have an X-ray result on file with the school. All volunteers will be required to submit to a Tuberculosis risk assessment every two years, unless they have previously tested positive in which case they will be required to submit to a test every four years.

## **C. VERIFICATION OF STATUS**

The employer is required by existing federal laws to verify the identity and legal eligibility of all individuals to work before they can be hired. In keeping with this obligation, documentation that shows each person’s identity and legal authority to work must be verified. Each applicant must also attest to his or her legal authority to work and identity on an I-9 Form provided by the federal government. This verification must be completed no more than three business days after an offer of employment is made but prior to the first day of work. All offers of employment and continued employment for a position in the United States are conditioned on furnishing satisfactory evidence of identity and legal authority to work in the United States.

## **D. EMPLOYMENT STATUS**

(Applies to employees who are not members of the Certificated Bargaining Unit)

Employees at Camino Nuevo Charter Academy are classified as full-time nonexempt, part-time nonexempt, temporary, exempt, or substitute.

### **1. Full-Time Employees**

Full-time employees are defined as those employees who are scheduled for and do work 36 hours or more consistently per work week. A work week is seven consecutive 24-hour periods, beginning on Sunday at 12:00 a.m. and ending on Saturday at 11:59:59 p.m. Following the completion of the 90-day introductory period, regular full-time employees

are eligible for applicable employee benefits. All full-time employees will become eligible for medical benefits the first of the month following one month of employment. Full-time employees may work only during the academic year or during the calendar year.

## **2. Part-Time Employees**

Part-time employees are defined as those employees who are scheduled to and do work fewer than 36 hours per work week. A work week is seven consecutive 24-hour periods, beginning on Sunday at 12:00 a.m. and ending on Saturday at 11:59:59 p.m. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees may work only during the academic year or during the calendar year. Part-time employees working 30 or more hours per week will become eligible for medical benefits the first of the month following one month of employment.

## **3. Temporary Employees**

Temporary employees are those who are employed for short-term assignments. Short-term assignments will generally be periods of 180 days or fewer. Temporary employees are not eligible for benefits, except as required by applicable law, and may be classified as exempt or non-exempt, depending on the basis of job duties and compensation. Temporary employees working 30 or more days will be provided 48 hours of paid sick leave per year.

## **4. Exempt Employees**

Exempt employees are those whose job assignments meet the federal requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Generally, certificated, confidential, administrative, computer, and professional employees are considered exempt. Your supervisor will inform you if your status is exempt. Exempt employees may work only during the academic year or during the calendar year.

Those employees working less than 100% of a full time schedule will receive all applicable benefits at a pro-rated amount proportionate to their primary work schedule. Exempt employees will become eligible for medical benefits the first of the month following one month of employment.

## **5. Substitute Employees**

Substitute employees are considered “on call” and therefore positions do not exist for substitute employees. Persons employed to work “on call” for a standard work day or a short period of time as a replacement for an employee’s absence or on an approved short-term or long-term leave will be classified as a substitute employee. Substitute employees are not eligible for benefits, except as required by applicable law. Substitute employees working 30 or more days will be provided 48 hours of paid sick leave per year. Substitute employees may only work during the academic year or during the calendar year.

## **E. INTRODUCTORY PERIOD**

(Applies to employees who are not members of the Certificated Bargaining Unit)

The introductory period for all classified employees is the first 90 days of continuous employment at Camino Nuevo Charter Academy. The introductory period for all certificated employees is the first 30 days of continuous employment at CNCA. During this time you will learn your job duties and responsibilities, get acquainted with your colleagues, and determine whether your position is a match. During this time, your supervisor will closely monitor your performance.

Upon completion of the introductory period, CNCA will review your performance and determine whether your performance is satisfactory enough to continue your employment. At this time, if appropriate, you will be advised of any performance improvements expected from you in moving forward. At that time, you may express suggestions to improve CNCA's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by CNCA for a definite period of time, but rather allows both you and CNCA to evaluate whether or not you are a right fit for the position. After completion of the 90 day introductory period, eligible classified employees will receive current, applicable CNCA benefits. Medical benefits, however, will become effective the first of the month following one month of employment. Eligible certificated employees will receive current, applicable CNCA benefits after the completion of the first 30 days of continuous employment. During this introductory period, the employee will receive professional development and peer mentoring, where appropriate. An employee on an introductory status will receive feedback from the Principal or supervisor regarding his or her progress no later than 120 days from the first day of work. Notwithstanding this introductory period, CNCA may terminate an employee prior to the end of the 120 day period, consistent with any contractual rights.

## **VII. PAYROLL**

### **A. WORKING HOURS & SCHEDULE**

Camino Nuevo Charter Academy hours of school operation are 7:00 a.m. to 6:00 p.m. Monday through Friday. All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Classified and all other staff members will be assigned a work schedule during the hours of school operation. Please note, schedules may vary depending on whether you work during the academic year or a full calendar year. Your supervisor will assign your individual work schedule. In order to accommodate the needs of our organization, it may be necessary to change individual work schedules on either a short-term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, prepared to assume their responsibilities.

If you need to modify your schedule, you must request the change with your supervisor or principal in a timely manner. All schedule changes or modifications must be approved by your supervisor or Principal. It is not acceptable to modify your work schedule without

prior approval. For example, if you arrive 15 minutes late to work and continue working 15 minutes beyond your scheduled time to make up the tardy without obtaining approval from your supervisor first or vice versa, you are violating this policy. Such unapproved changes in schedules will be subject to disciplinary action up to and including termination of employment.

Employees who are not members of the certificated bargaining unit and who work more than six hours in a day will be given a minimum of a 30 minute meal period (unpaid) once every 5 hours of work. Meal periods should be taken approximately in the middle of the workday. Employees are allowed a 10 minute rest period for every four hours of work or major portion thereof. Your supervisor will schedule your meal and rest periods. Certificated teachers are provided with at least a 30 minute lunch break.

Employees who are not members of the certificated bargaining unit are expected to observe their assigned working hours and the time allowed for meal and rest periods. Employees are not allowed to leave the premises during their rest period and are not allowed to take more than 10 minutes for each rest period. Please note that breaks may not be combined nor taken at the end of the working day. Violation of this policy is subject to disciplinary action up to and including termination of employment.

At times, emergencies such as power failures, road closings, earthquakes, fires, or severe weather may interfere with CNCA's operations. In such an event, CNCA may order a temporary shutdown of part or all of its operations. Depending on the circumstances, time off may or may not be paid.

#### **B. CALL BACK TIME**

An off- duty classified employee who is directed by CNCA to report to work outside of his/her assigned hours shall be paid for such additional hours the greater of: his/her regular pay for two hours OR pay for the amount of time required for the employee to travel to the workplace, complete the task, and return home. Call back pay shall not apply to temporary additional duties assigned immediately preceding or following the regular work day

If the required additional duty, when combined with the employee's regular CNCA responsibilities, exceeds 8 hours per day or 40 hours per week, overtime pay shall apply to the excess over 8 hours or 40 hours.

#### **C. TIMEKEEPING PROCEDURES**

Hourly and daily employees who are not members of the certificated bargaining unit are required to punch in using the electronic time clock system. In the event that the time clock system is unavailable, employees are required to punch in manually, using a time card. Employees are expected to punch in when they report to work at the beginning of every shift and punch out promptly at the end of their shift, unless overtime work has been pre-approved by your supervisor in advance. The beginning and end of each meal

period must also be recorded. Altering, falsifying, and tampering with time records, or recording time on another employee's time record is prohibited and subject to disciplinary action, up to and including termination of employment.

Exempt employees are required to record their attendance through StratusTime by reporting absences from work for reasons such as leaves of absence, sick leave, or personal business.

It is each employee's responsibility to review the hours on their paystub to certify the accuracy of all time recorded. Any errors in your timecard should be reported immediately to your supervisor, who will attempt to immediately correct legitimate errors.

#### **D. OVERTIME**

(Applies to employees who are not members of the Certificated Bargaining Unit)

When school needs cannot be met during regular working hours, you may be required to work overtime. All overtime work must be authorized in advance by your supervisor. Working overtime without prior authorization may result in disciplinary action up to and including termination. Non-exempt employees will be paid time and one-half compensation for all hours worked in excess of eight hours in a workday or over 40 hours in one workweek. Non-exempt employees will be paid double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek. Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

#### **E. PAYMENT OF WAGES**

Paydays are scheduled on the 15<sup>th</sup> and last day of the month for all employees. If a regular payday falls on a weekend or holiday, employees will be paid on the working day prior to the weekend or holiday.

Paychecks are normally available by 3:00 p.m. on a payday. If there is an error in your check, please report it immediately to your supervisor or the Human Resources Department. No one other than the employee to whom the paycheck is written will be allowed to pick up a paycheck unless written authorization by the employee, whose name appears on the check, has been given.

#### **F. SALARY PAY POLICY**

Exempt employees will be paid a salary in accordance with applicable law. Although exempt employees are generally entitled to their salary for any work week in which work is performed, deductions can and will be made when permitted by law. For example, an exempt employee's salary may be reduced for complete days of absence for personal

reasons and incomplete initial or final weeks of work. There may also be other occasions when an exempt employee's salary may be reduced. Please contact your supervisor or the Vice President of Human Resources for more information.

## **G. GIFT GIVING POLICY**

The purpose of the Gift Acceptance Policy is to delineate policies and guidelines governing the acceptance of gifts by Camino Nuevo Charter Academy and to provide guidance to prospective donors when making gifts to the organization.

Although we appreciate any donor who is interested in donating a gift to our organization, Camino Nuevo Charter Academy will not engage in any of the following gift receiving practices:

- Accepting gifts that violate federal or municipal laws
- Accepting gifts that require Camino Nuevo Charter Academy to provide special consideration or treatment to any vendor, donor, entity etc.
- Accepting gifts that require Camino Nuevo Charter Academy to deviate from its normal hiring, promotion or contracting procedures
- Accepting gifts in any cash amount without first being approved by the Chief Executive Officer
- Accepting contributions in the form of property, patents, licenses, trusts, bequests, retirement plans, life insurance and securities
- Accepting gifts from organizations whose core activities may be in direct conflict with the mission of Camino Nuevo Charter Academy or which may limit our ability to provide our services

When appropriate, the Chief Executive Officer will consult with the Board of Directors regarding gifts prior to acceptance. With that said, Camino Nuevo Charter Academy respectfully reserves the right to refuse any gift it believes is not in the best interest of the organization. Additionally, Camino Nuevo Charter Academy employees may not accept any gifts on Camino Nuevo Charter Academy's behalf without the prior consent of the Chief Executive Officer. Under no circumstances shall a Camino Nuevo Charter Academy employee accept monetary gifts consisting of but not limited to gift certificates, coupons, entertainment tickets etc. from prospective vendors. The only gifts acceptable to receive without the prior consent of the Chief Executive Officer are those marginal, peripheral gifts including small food baskets or edible treats (i.e. fruit baskets, candies, pastries, etc.).

## **VIII. PERSONNEL**

### **A. PERSONNEL RECORDS**

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a CNCA representative at a mutually convenient time. Copies of documents in your file may be made upon payment of a copy charge. You may attach



your comments to any disputed item in the file. CNCA will restrict disclosure of your personnel file to authorized individuals within CNCA. Any request for information contained in the personnel files must be directed to the Vice President of Human Resources. Only the Principal, the CEO or the Vice President of Human Resources is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited as provided by law.

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

## **B. EMPLOYEE REFERENCES**

It is the policy of CNCA not to provide any job references for current or former employees. All employment verification requests must be directed to the Principal or the Human Resources Department. No other employee is authorized to release information for current or former employees. An employee who receives a request for any information concerning a past or present employee or a volunteer should refer the person making the request to the Human Resource Department without engaging in any "on" or "off the record" conversation about the individual. By policy, CNCA discloses only the dates of employment, and the title of the last position held by former employees. If the employee authorizes the disclosure in writing, CNCA will also inform prospective employers of the amount of salary or wage last earned.

*Strict observance of this policy is required.* Any violation of this policy may result in disciplinary action up to and including possible termination.

## **C. EMPLOYMENT OF RELATIVES**

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

## **D. UNLAWFUL HARASSMENT**

CNCA policy prohibits unlawful discrimination or harassment based on a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, sexual orientation, or any other characteristic contained in the definition of hate crimes in Section 422.55 of the Penal Code, as well as any other category protected by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of the aforementioned characteristics, or is associated with a person who has or is perceived as

having any of the aforementioned characteristics. All such discrimination or harassment is unlawful. CNCA employees are prohibited from engaging in such conduct.

CNCA is committed to providing a work environment free of unlawful harassment. *All such harassment is unlawful* and will not be tolerated. CNCA's anti-harassment policy applies to all persons involved in the operation of CNCA and prohibits unlawful harassment by any employee of CNCA, including supervisors and coworkers. It also prohibits unlawful harassment based on the perception that anyone has any of the aforementioned characteristics, or is associated with a person who has or is perceived as having any of the aforementioned characteristics. Prohibited unlawful harassment includes, but is not limited to, the following behaviors:

## **1. Sexual Harassment**

### **A. Definition**

State and federal laws define sexual harassment as unwanted sexual advances, unwanted requests for sexual favors, or unwanted visual, verbal, or physical conduct of a sexual nature made against another person of the same or opposite gender, in the work or educational setting, when:

- (1) Submission to the conduct is made expressly or implicitly as a term or condition of the individual's employment;
- (2) Submission to or rejection of the conduct by the individual is used as basis for employment decisions affecting him/her;
- (3) The conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment; or adversely affecting the individual's evaluation, advancement, assigned duties, or any other condition of employment or career development;
- (4) Submission or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her regarding benefits, services, honors, programs or activities available at or through CNCA.

Other examples of sexual harassment, whether committed by a supervisor, an employee, or a non-employee, in the work or educational setting, include but are not limited to:

1. Unwelcomed verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcomed sexual

slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions or the spreading of sexual rumors.

2. Unwelcomed visual conduct such as drawings, pictures, graffiti, gestures or sexually explicit e-mails; displaying sexually suggestive objects
3. Unwelcomed physical conduct such as massaging, grabbing, fondling, stroking or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over or impeding normal movements

Prohibited sexual harassment includes any act of retaliation against an individual who reports a violation of the CNCA's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.

#### B. General Provisions

##### 1. Sexual Harassment of and/or by Employees

It is the policy of CNCA that all employees, as well as job applicants, must be provided a workplace environment free from unsolicited and unwelcomed sexual overtures or demands, and from other offensive conduct of a sexual nature. Further, it is the policy of CNCA that members of the community should be able to access CNCA facilities and services without fear of such conduct.

##### 2. Sexual or Inappropriate Conduct by Employees Towards Students

It is the policy of CNCA that employees shall not engage in sexual or inappropriate conduct toward students, including those who are adults by age. "Sexual or inappropriate conduct" includes, but is not limited to, boundary invasion, dating, inappropriate sexual comments or innuendos, inappropriate physical contact and display or circulation of inappropriate visual or audio material. In the employee-student context, all such employee conduct is prohibited even if student initiated or consensual. Such conduct may also violate various federal and state statutes, and may require reporting to local child protective agencies under applicable child abuse statutes. For further examples and guidance, please refer to the CNCA Staff/Student Interaction policy in the CNCA Employee Handbook.

CNCA prohibits sexual harassment of CNCA employees and job applicants. It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment of a student, harassment by a supervisor, or

harassment by nonemployees. It also extends to harassment of or by job applicants, vendors, interns, independent contractors, and others doing business with CNCA. CNCA also prohibits retaliatory behavior or action against CNCA employees or other persons, who complain, testify or otherwise participate in the complaint process.

CNCA shall take all actions necessary to ensure the prevention investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation.
2. Publicizing and disseminating CNCA's sexual harassment policy to staff.
3. Ensuring prompt, thorough, and fair investigation of complaints.
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and alleged harasser and subsequent monitoring of developments.

### C. Employee's Responsibility

If any employee becomes aware of any sexual harassment of another employee or a job applicant, or sexual or inappropriate conduct by an employee towards students, this information must be communicated, without fear of retaliation, immediately to the Principal or supervisor or, if the employee prefers, the Human Resource Department. If the situation warrants, the employee must make a suspected child abuse report as required by law.

Any CNCA employee or job applicant who feels that he/she has been sexually harassed shall immediately report the incident to the Principal, supervisor or the Human Resources Department. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

All complaints of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (2 CCR 11023)

Any CNCA employee who engages in sexual harassment, or who aides, abets, incites, compels or coerces another to commit sexual harassment against a CNCA employee, job applicant, or student, is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

## **2. Other Types of Unlawful Harassment**

Camino Nuevo Charter Academy also prohibits harassment on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic contained in the definition of hate crimes in Section 422.55 of the Penal Code, or any other protected basis, includes behavior similar to sexual harassment, such as:

Verbal conduct such as threats, epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;

Visual conduct such as derogatory and/or sexually-oriented posters, photographs, cartoons, drawings, or gestures;

Physical conduct such as assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis;

Threats and demands to submit to sexual request as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and

Retaliation for reporting harassment or threatening to report harassment.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your Principal or the Human Resources Department. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. CNCA will immediately undertake an effective, thorough, and objective investigation of the harassment allegations.

If CNCA determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination. CNCA will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your coworkers.

All CNCA employees must report any incidents of harassment forbidden by this policy immediately so that complaints can be resolved quickly and fairly.

## **3. Camino Nuevo's Complaint Procedure**

Camino Nuevo Charter Academy's complaint procedure provides for an immediate, thorough, and objective investigation of any claim of unlawful or prohibited harassment and appropriate disciplinary action against one found to have engaged in prohibited harassment.

An employee who believes he or she has been unlawfully harassed or discriminated against on the job, or who is aware of the unlawful harassment of others, shall

immediately notify a supervisor with CNCA, the Principal or the Human Resources Department as soon as possible. The complaint must be as detailed as possible, including the names of individuals involved, the times and places of relevant events, the names of any witnesses, direct quotations of relevant language, and any documentary evidence (notes, pictures, cartoons, et cetera).

Retaliation against any employee by another employee or by CNCA for using this complaint procedure or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency is prohibited. CNCA will not knowingly permit retaliation against any employee who complains of prohibited harassment or who participates in an investigation.

Incidents of prohibited harassment that are reported will be promptly investigated. CNCA will immediately undertake or direct an effective, thorough, and objective investigation of the harassment allegations. The determination regarding the reported harassment will be made and communicated to the employee who complained and to the accused harasser(s).

If CNCA determines that prohibited harassment has occurred, CNCA will take effective remedial action commensurate with the circumstances and to deter future harassment. If a complaint of prohibited harassment is substantiated, appropriate disciplinary action, up to and including termination, will be taken.

#### **4. Liability for Harassment**

Any employee of CNCA who is found to have engaged in prohibited harassment is subject to disciplinary action, up to and including dismissal. Any employee who engages in prohibited harassment may be held personally liable for monetary damages. Any manager who knew about unlawful harassment and took no action to stop it or failed to report the harassment to the Principal is subject to discipline up to and including dismissal.

#### **5. Additional Enforcement Information**

The federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of unlawful harassment in employment. Employees who believe that they have been unlawfully harassed may file a complaint with these agencies.

For more information, contact the Human Resources Department. You may also contact the nearest office of the EEOC or the DFEH, as listed in the telephone directory.

### **E. STANDARDS OF CONDUCT**

In order to assure orderly operations and provide the best possible work environment, Camino Nuevo Charter Academy expects employees to follow rules of conduct that will

protect the interests and safety of personnel. Employees must perform their job duties in a proficient and professional manner.

Conduct rules for bargaining unit members are contained in the CNTA Agreement Article 16.

As to all other employees, the following conduct is prohibited and will not be tolerated by CNCA. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, other types of conduct that threaten security, personal safety, employee welfare, and the schools operation may also be prohibited. The following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, or termination of employment.

1. Unexcused and/or repeated tardiness and absenteeism;
2. Falsification of employment records, employment information, or other records;
3. Recording the work time of another employee, allowing any other employee to record your work time, or allowing falsification of any time card, whether your own or another employee's;
4. Theft or the deliberate or careless damage or destruction of any company property, of any CNCA property, or the property of any employee or students;
5. Removing or borrowing CNCA property without prior authorization;
6. Unauthorized use of CNCA equipment, time, materials, or facilities;
7. Provoking a fight or fighting during working hours or on school property;
8. Participating in horseplay or practical jokes on school time or on school premises at any time;
9. Engaging in criminal conduct whether or not related to job performance;
10. Causing, creating, or participating in a disruption of any kind during hours on school property;
11. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward any supervisor or member of management.
12. Using abusive language at any time on school premises;
13. Failure to effectively perform job duties;

14. Failing to notify a supervisor when unable to report to work;
15. Failing to obtain permission to leave work for any reason during normal working hours;
16. Failing to observe working schedules, including rest and lunch periods;
17. Failing to provide a physician's certificate when requested or required to do so;
18. Unsatisfactory work performance and/or work attitude;
19. Engaging in rude or discourteous conduct towards others;
20. Failure to abide by set standards for lunch and break periods, and working unauthorized overtime;
21. Sleeping or malingering;
22. Disclosing of confidential information;
23. Making or accepting non-emergency personal calls or text messaging during instructional time, or when it would interfere with the performance of their job duties;
24. Working overtime without authorization or refusing to work assigned overtime;
25. Wearing, displaying, unprofessional, or inappropriate styles of dress or hair while working;
26. Violating any safety, health, security, or school policy, rule, or procedure;
27. Committing a fraudulent act or breach of trust under any circumstances;
28. Committing or involvement in any act of unlawful harassment of another individual;
29. Possessing, distributing, selling, transferring, or using--or being under the influence of--alcohol or illegal drugs while on duty, while on company property, in the presence of children, or while operating a company owned or leased vehicle;
30. Carrying firearms or any other dangerous weapons, at any time, on premises owned or occupied by CNCA;
31. Unprofessional conduct.



## **F. STAFF/STUDENT INTERACTION POLICY**

### **EMPLOYEE/STUDENT INTERACTION**

Under California law it is a crime for an adult to have any sexual relationship with a minor. In addition, California law requires "mandated reporters" to report to Child Protective Services or to law enforcement any suspected sexual assault or sexual exploitation of a minor. This includes any known sexual relationship between an adult and a minor. Therefore, any CNCA employee who reasonably suspects that an adult is having a sexual relationship with a student must report the suspicion to Child Protective Services or law enforcement immediately. Immediate reporting is crucial for the protection of the student(s) and the community as a whole.

#### **Purpose**

It is the policy of the Camino Nuevo Charter Academy (CNCA) that all school employees conduct themselves in a manner that reflects the standards consistent with the law and the policies of CNCA at all times. The purpose of this policy is to ensure all CNCA employees understand and demonstrate proper judgment observing the prohibitions in behavior which must govern their conduct; and recognize the responsibility to respond appropriately to unacceptable behavior of students and/or co-workers. Further, this policy will specify boundaries related to potentially sexual situations and conduct which is contrary to accepted behavior and in conflict with the duties and responsibilities of CNCA employees. In addition, this policy will alert all CNCA employees about sensitive problematic matters involved in employee/student relationships, provide guidance for employees in conducting themselves in a manner that reflects high standards of professionalism; and to give notice that potential improper action may have significant consequences. It is the intent and purpose of this policy to establish guidelines which should be followed by all CNCA employees when interacting with all students.

1. School instruction, counseling and other administrative tasks relating to students, which require the presence of students, should be accomplished on school premises within the normal school day.
2. Whenever it becomes necessary for a CNCA employee to meet with a student outside of the normal school day, or to conduct instruction or participate in school-related extracurricular activities outside of the school premises, such activities must be accompanied by the advance written approval of the School Principal and the parent/guardian of the student(s).
3. CNCA employees should only be alone with a single student as authorized by their site administrator, if it is educationally necessary, or is a requirement of that employee's position.

4. In the event a school activity requires traveling and the CNCA employee is called upon to drive or otherwise provide transportation, the activity and transportation must be approved in writing by the Site Principal and the parent/guardian prior to the required travel.

5. CNCA employees may only travel alone with a single student after acquiring written permission from the principal and the parent/guardian.

6. Any written, verbal, or electronic communications with students shall be confined to instructional assignments and requirements only, and shall comply with applicable CNCA standards of conduct.

### **Examples of Inappropriate Behavior**

The focus of these examples is to establish general knowledge among all CNCA employees showing that trespassing beyond the boundaries of an employee/student relationship is deemed an abuse of power and a betrayal of public trust. While some situations may seem innocent, they can be perceived as flirtation or sexual insinuation from a student's or from a parent/guardian's point of view.

This policy prohibits any type of sexual relationship, sexual contact, or sexually-nuanced communication or behavior between a CNCA employee and student without regard to the student's age. This includes internet chat rooms, Facebook, Instagram or similar social media sites, cell phones, and all other forms of electronic or other types of communication. This prohibition applies to students of the same or opposite gender of the CNCA employee. It also applies regardless of whether the student or the CNCA employee initiated the sexual behavior, and whether or not the student welcomes the sexual behavior and/or reciprocates the attention.

The purpose of the following examples of inappropriate behavior is not to restrain positive employee/student relationships but to prevent relationships that could lead to, or may be perceived as inappropriate conduct, including sexual misconduct.

Not all examples of inappropriate situations can be addressed in this policy.

### **Unacceptable Behavior**

1. Making, or participating in, sexually inappropriate comments, including double-entendre comments or sexual innuendo.

A. Sexual jokes, or jokes/comments with sexual double-entendre;

B. Kissing of any kind;

- C. Listening to or telling stories that are sexually oriented;
  - D. Inappropriate physical contact.
2. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- A. Intentionally being alone with a student at or away from the site;
  - B. Except for extremely rare emergency situations, giving a student a ride to/from school or school activities without written approval from the Principal and the parent/guardian;
  - C. Giving gifts to an individual student that are of a personal and/or intimate nature;
  - D. Requesting photographs or notes from a student;
  - E. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator;
  - F. Being alone in a room with a student on CNCA property with the door closed unless authorized by the employee's administrator, is educationally necessary, or is a requirement of that employee's position;
  - G. Inappropriate or excessive, non-instructional attention toward a particular student;
  - H. Remarks about the looks, physical attributes or physiological development of anyone;
  - I. Allowing students in your home or attending non-school activities with the student without written approval from the Principal and parent/guardian and without another parent/guardian or other responsible adult present;
  - J. Sending a student (s) email, text messages, or responses from social networking websites such as Facebook, Instagram, etc. that are not directly related and confined to instructional matters.

### **Consequences of Inappropriate Behavior**

Occurrences of sexual misconduct with a student by a CNCA employee harms the student victim, disrupts the education of other students, hinders the instructional focus of the schools, and harms the reputation of CNCA. Therefore, it is of significant importance all

CNCA employees learn this policy thoroughly and behave in a manner to avoid even the appearance of misconduct.

A CNCA employee who violates this policy will be subject to appropriate disciplinary action. Therefore, a CNCA employee who engages in sexual misconduct with a student becomes at risk for loss of his/her job as well as for criminal and/or civil legal actions.

This policy will be presented to and signed by all CNCA employees as part of their initial employment and on an annual basis, as part of on-going training.

#### **G. CHILD NEGLECT AND ABUSE REPORTING**

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall promptly report the instance to law enforcement.

Child abuse or neglect includes physical injury or death inflicted by other than accidental means upon a child by another person, sexual abuse, neglect, the willful harming or injuring of a child, or the endangering of the person or health of the child, also unlawful corporal punishment. Child abuse or neglect does not include a mutual affray between minors. Child abuse or neglect does not include an injury caused by reasonable and necessary force used by a peace officer acting within the scope and course of his/her employment as a peace officer. School employees are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect.

Mandated reporters in their professional capacities, or within the scope of employment, must report whenever they have knowledge of or observe a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter must make an initial report by telephone to the agency immediately or as soon as practicably possible, and must prepare and send a written follow-up within 36 hours of receiving information concerning the incident.

In the case of suspected child abuse, "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a similar position, drawing on his or her training and experience, to suspect child abuse or neglect. Reasonable suspicion does not require certainty of the occurrence of child abuse or a specific medical indication of child abuse.

Child abuse must be reported immediately by phone to the Los Angeles Police Department (911) or the Los Angeles County Department of Child and Family Services (1-800-540-4000). The phone call is to be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents/guardian.

Reporting the information regarding a case of possible child abuse or neglect to your supervisor, the School Principal, a School Counselor, coworker or other person shall not be a substitute for making a mandated report to law enforcement.

#### **H. DRESS STANDARDS**

Employees are asked to use their good judgment with regard to their dress and appearance, and are expected to present a professional image. Employees must dress in a manner that is consistent with their responsibilities. Attention should be paid to safety, professionalism, and student interaction. Your supervisor can explain the proper dress requirements for your position.

#### **I. COMPLAINT/GRIEVANCE PROCEDURE**

The grievance procedure for CNTA bargaining unit employees is located on page 5 of the CNCA/CNTA Collective Bargaining Agreement. All other Employees who have a complaint or wish to challenge disciplinary action taken by CNCA must use the following procedures:

(1) An employee having a grievance shall present the grievance in writing to his or her Principal within 10 calendar days of the event or condition giving rise to the grievance. Failure to file a grievance in a timely manner shall be deemed a waiver of the party's rights under this procedure. The Principal shall meet with the employee and other persons as determined by the Principal. If the grievance is not resolved within 14 calendar days of receipt, by the Principal, the grievance shall be deemed denied and the employee may proceed to Step 2.

(2) If the employee is not satisfied with the response at Step 1, he/she shall notify the CEO that a grievance has been denied or unresolved by the site principal within five (5) work days of the Principals denial. The CEO will convene a meeting with the grievant within seven (7) work days of receipt. Any resolution shall be put in writing. If not resolved, the CEO shall provide a written response within seven (7) work days of the meeting.

(3) The employee shall notify the CNCA Board of Directors, within 10 calendar days of the CEO's denial that a grievance is pending, using the Notification of Grievance Form available in the main office of all campuses and in the HR Office.

The CNCA board or its designated subcommittee shall meet within 35 days of receipt of the Notification of Grievance Form. Both parties will be given one hour each to present all arguments and documentation, including witnesses, to the Board. Failure to appear before the Board will be deemed a waiver of all rights under the grievance procedure. Alternatively, the Board may direct this matter to be heard and settled by an external arbitrator selected by the Board. If the Board chooses to hear and resolve the matter

without arbitration, the Board decision is final and no further action is available under this grievance procedure. If the matter is referred to an arbitrator, the arbitrator's decision is final.

A written decision made by the Board or Arbitrator will be rendered within ten working days of the completion of the hearing. In the event that additional information, investigation, or hearings are necessary after the initial hearing, the hearing may be continued and the final decision will be made within ten working days of the last committee hearing, or as soon thereafter as is practical.

#### **J. CONDUCT & EMPLOYMENT OUTSIDE WORK**

In general, Camino Nuevo Charter Academy will not prohibit any employee's outside employment or off-duty activities unless such activities negatively impact CNCA. For example, CNCA prohibits any illegal or immoral conduct by an off-duty employee that affects or has the potential to affect CNCA. Also, CNCA prohibits outside employment (including self-employment) **that conflicts** with employment at CNCA, impacts the employee's work performance or schedule, and/or affects the business interests of CNCA.

#### **K. DRUG & ALCOHOL ABUSE**

Camino Nuevo Charter Academy is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the school. The use of any illegal drugs, intoxicants, or controlled substances is strictly prohibited. Illicit drug use and indiscriminate alcohol consumption put everyone at risk and cannot be tolerated. In keeping with our efforts to promote health and safety and protect the interests of our employees, students, and CNCA, we cannot allow anyone to use, possess, sell, manufacture, purchase, or be under the influence of alcohol, illegal drugs, intoxicants, or controlled substances at any time on CNCA premises, in CNCA vehicles, or while on CNCA business.

Violation of these rules and standards of conduct will not be tolerated. CNCA may bring the matter to the attention of appropriate law enforcement authorities.

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

CNCA will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. CNCA is not obligated,

however, to continue to employ any person who violates this policy against drugs and alcohol in the workplace.

### **1. Prohibited Acts**

The following rules and standards of conduct apply to all employees. The following are strictly prohibited by CNCA while at work or on CNCA business:

- a. Possession, use, or being under the influence of alcohol or an illegal drug, intoxicant, or controlled substance while on the job or on CNCA-owned or occupied premises;
- b. Driving a vehicle on CNCA business while under the influence of alcohol or an illegal drug, intoxicant, or controlled substance;
- c. Distributing, selling, manufacturing, or purchasing--or attempting to distribute, sell, manufacture, or purchase--an illegal drug, intoxicant, or controlled substance during working hours or while on CNCA-owned or occupied premises;
- d. Testing positive on a required or requested drug or alcohol test or screen;
- e. Violating any CNCA rule or policy regarding substance abuse.

### **L. PUNCTUALITY & ATTENDANCE**

Camino Nuevo Charter Academy expects all Employees to report to work on a reliable and punctual basis. Absenteeism, early departures from work, and late arrivals burden your fellow employees and CNCA. If you cannot avoid being late to work or are unable to work as scheduled, you must call your supervisor as soon as possible.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized school business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must, under all but the most extenuating circumstances, call your supervisor at least one hour before the time you are scheduled to begin working for the day. If you call less than one hour before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. Not reporting to work within the first 30 minutes of your scheduled shift, without previous notification, will be considered a “no show”. An employee is considered a “no show” when they fail to report to work without previously having informed and received approval from their supervisor. A “no show” is considered an unexcused absence. Every time you are absent or late, or leave early, you must provide your supervisor with an honest reason or explanation. CNCA will comply with applicable laws relating to time off from work, but it is your responsibility to provide sufficient information to enable CNCA to make a determination. You must notify your supervisor

of any change in your status as soon as possible. CNCA defines excessive absenteeism or tardiness as more than 2 days unexcused absence or tardies in a 1 month period or consistent unexcused absences or tardies over two months. Excessive absenteeism may lead to disciplinary action, up to and including termination of employment. Excused absence will not count against you for disciplinary purposes.

If you fail to report for work without any notification to your supervisor and your absence continues for a period of three days, CNCA will consider that you have abandoned your employment.

Individuals with disabilities may be granted reasonable accommodation in complying with these policies if undue hardship does not result to CNCA's operations. However, regular attendance and promptness are considered part of each employee's essential job functions.

#### **M. INVESTIGATIONS OF CURRENT EMPLOYEES**

Camino Nuevo Charter Academy will exercise the right to perform background checks on all hired personnel prior to the first day of work. CNCA requires that all employees have fingerprint clearance on record with the California Dept. of Justice and Federal Bureau of Investigations. It is the employee's responsibility to provide CNCA with proof that their fingerprints are on file before they begin work.

CNCA may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the employee is out on bail. In the event that a background check is conducted, CNCA will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the employee with any required notices and forms. Employees subject to an investigation are required to cooperate with CNCA's lawful efforts to obtain relevant information, and may be disciplined up to and including termination of employment for failure to do so.

Employees with adverse background information (such as a crimination conviction) may be ineligible for employment with CNCA. In case of a prior conviction, the employee must discuss the history of the conviction with the Site Principal and the Vice President of Human Resources. The employee may be required to provide proof of an error in the official records or provide an official explanation of the nature of the offense.

#### **N. PERFORMANCE EVALUATIONS**

Administrative and Classified Staff



Performance evaluations generally are conducted semi-annually to provide both you and your supervisor with the opportunity to discuss your job, tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increase in salary or promotions, or even continued employment. Salary increases and promotions are solely within the discretion of CNCA and depend upon many factors in addition to your work performance. After your review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its content.

#### Certificated Staff

For members of the bargaining unit, performance evaluations will be conducted according to the terms of the CNCA/CNTA Collective Bargaining Agreement. For all other certificated staff, evaluations will be conducted semi-annually to provide both you and your supervisor with the opportunity to discuss your job, tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your work performance. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee promotions or continued employment. Promotions are solely within the discretion of CNCA and depend upon many factors in addition to your work performance. After your review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its content.

In addition to these more formal performance evaluations, CNCA encourages you and your supervisor to discuss your job performance on an ongoing basis.

#### **O. CONFIDENTIALITY**

Information about Camino Nuevo Charter Academy, its employees, students, suppliers, and vendors is to be kept confidential and divulged only to individuals within CNCA with both a need to receive and authorization to receive the information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with your supervisor.

All records and files maintained by CNCA are confidential and remain the property of CNCA. Records and files are not to be disclosed to any outside party without the express permission of the Principal or Vice President of Human Resources. Confidential information includes, but is not limited to: financial records; personnel and payroll records regarding current and former employees; the identity of, contact information for, and any other information of students, vendors, and suppliers; programs, trade secrets, and any other documents or information regarding CNCA's operations, procedures, or

practices. Confidential information may not be removed from CNCA premises without express authorization.

Confidential information obtained during or through employment with CNCA may not be used or disclosed by an employee, except as job-related. Employees must also maintain the confidentiality, use or disclosure of confidential information at all times even following termination of employment. CNCA reserves the right to seek all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

Employees may be required to enter into written confidentiality agreements confirming their understanding of CNCA's confidentiality policies.

## **IX. CAMINO NUEVO FACILITIES**

### **A. POLICIES AGAINST WORKPLACE VIOLENCE**

#### **1. Statement of Policy**

Camino Nuevo Charter Academy recognizes that violence in schools is a growing nationwide problem necessitating a firm, considered response. The costs of such violence are great, both in human and financial terms. We believe that the safety and security of CNCA employees and students are paramount. Therefore, CNCA has adopted the following policy regarding workplace violence to help maintain a secure workplace.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect CNCA or that occur on CNCA property or in the conduct of CNCA business off CNCA property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in CNCA operations, including, but not limited to, CNCA students, personnel, contract workers, temporary employees, and anyone else on CNCA property or conducting CNCA business off CNCA property. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

In addition, CNCA has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits. Always ensure that all visitors have signed in the visitor log and are wearing appropriate visitor badges. Always report any suspicious persons or activities to security personnel. 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 valuables and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our students and employees depends upon the alertness and sensitivity of every individual to potential security risks. Immediately notify your principal when known persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

This policy is intended to bring CNCA into compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

## **2. Definitions**

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several CNCA employees. Workplace violence may involve any threats or acts of violence occurring on CNCA premises, regardless of the relationship between CNCA and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of CNCA or that may lead to an incident of violence on CNCA premises. Threats or acts of violence occurring off CNCA premises that involve employees, agents, or individuals acting as a representative of CNCA, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- a. Threats or acts of physical or aggressive contact directed toward another individual;
- b. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property;
- c. The intentional destruction or threat of destruction of CNCA property or another employees' property;
- d. Harassing or threatening phone calls;
- e. Surveillance;
- f. Stalking;
- g. Veiled threats of physical harm or similar intimidation;
- h. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects CNCA legitimate business interests.

## **3. Enforcement**

Any person who engages in a threat or violent action on CNCA property may be removed from the premises as quickly and safely as possible or as required, at CNCA's discretion. Employees may be required, at CNCA's discretion, to remain off CNCA premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by employee(s), a judgment will be made by CNCA as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is CNCA's policy to put the person who made the threat on notice that he/she will be held accountable for his/her actions and then implement a decisive and appropriate response.

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

**Important Note:** CNCA will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by CNCA. In making this determination, CNCA may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at CNCA.

## **B. OPERATION OF VEHICLES**

The use of CNCA-owned or CNCA-leased vehicles and rental of vehicles for CNCA business are limited to authorized employees. These vehicles must only be used in work-related activities and may not be used for personal business or activities without the express prior approval of management.

All employees authorized to drive a CNCA-owned or CNCA-leased vehicles or to rent vehicles for use in conducting CNCA business, must possess a current, valid California driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately. From time to time, CNCA or its insurance carrier will request reports from the Department of Motor Vehicles regarding the license status and driving record of employees whose job responsibilities include driving. In the event that the license status or driving record of any employee whose job responsibilities include driving becomes unacceptable to management or CNCA's insurance carrier, that employee may be restricted from driving, reassigned, suspended, or terminated, at CNCA's discretion.

A valid California driver's license must be in your possession while operating a vehicle off or on CNCA property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers should demonstrate safe driving habits and not drive too fast or recklessly.

Certain employees may drive their own personal vehicles while conducting CNCA business. These employees must maintain adequate personal automobile liability insurance. Employees doing so should promptly submit an expense report detailing the number of miles driven while on CNCA business. CNCA will pay mileage reimbursement in accordance with applicable reimbursement rates. Employees are expected to observe the above policies while on CNCA business, even if driving their own personal vehicles.

### **C. PARKING LOT LIABILITY**

Parking lot related incidences are not covered under any CNCA insurance policy. The school assumes no liability for damage to cars parked in the school parking lot at any time. The only exception to this policy will be when a student is observed by an adult accidentally causing damage to a vehicle while engaged in a school activity (e.g. a ball breaking a window). In this case, CNCA will reimburse the employee up to the amount of their deductible or \$250, whichever is lesser. Otherwise, liability is as follows:

If a student willfully causes damage (i.e. not an accident as described above), the student's parent or guardian is responsible.

If a parent or other visitor causes damage, that individual is responsible.

If an employee causes damage, the employee is responsible.

If an unknown person causes damage and there is no witness, CNCA is not liable for the damages. The affected individual would determine if they have applicable coverage through his/her individual insurance policies.

### **D. EMPLOYER PROPERTY POLICY**

All CNCA property--including desks, textbooks, teacher's guides and other instructional equipment, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems and other electronic equipment, facsimile machines, duplicating machines, and vehicles--must be used properly and maintained in good working order. They must be kept clean and are to be used only for work-related purposes.

CNCA reserves the right, at all times and without prior notice, to inspect and search any and all of its property for the purpose of determining whether this policy or any other policy of CNCA has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. These inspections may be conducted during or after business hours and in the presence or absence of the employee and without notice to the employee.

In addition, in order to ensure the safety and security of employees and students, and to protect CNCA's legitimate business interests, CNCA reserves the right to question any employee or other individual entering onto or leaving CNCA premises.

CNCA's technical resources, such as its computer system, voice mail system, and e-mail, are provided for use in CNCA business, and are to be reviewed, monitored, and used only for business purposes, except as provided in this policy. Employee computer data, voice mail messages, and e-mail transmissions may be reviewed by the Principal or other authorized CNCA employee at any time, without notice to the employee, not necessarily

in the employee's presence. Employees are otherwise permitted to use CNCA's equipment for occasional, non-work purposes with advance written permission from their direct supervisor. Nevertheless, employees have no right of privacy as to any information or file maintained in or on CNCA's property or transmitted or stored through CNCA's computer systems, voice mail, e-mail, or other technical resources. All bills and other documentation related to the use of CNCA equipment or property are the property of CNCA and may be reviewed and used for purposes that CNCA considers appropriate.

Employees may access only files or programs, whether computerized or not, that they have permission to enter. Computer software is protected from unauthorized copying and use by federal and state law; unauthorized copying or use of computer software exposes both CNCA and the individual employee to substantial fines and/or imprisonment. Therefore, employees may not load personal software onto CNCA's computer system, and may not copy software from CNCA for personal use. All employees must contact their systems administrator to install any software on CNCA's computer system. Unauthorized review, duplication, dissemination, removal, installation, damage, or alteration of files, passwords, computer systems or programs, or other property of CNCA, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including termination of employment.

Most classrooms have been equipped with a telephone that serves as the school intercom system and can also be used in case of an emergency. The telephones are not for personal use. It is the classroom teacher's responsibility to monitor students if an emergency arises and they are allowed to use the telephone. CNCA also prohibits the use of cell phones by employees, except in cases of emergency, while on scheduled work time.

Messages stored and/or transmitted by voice mail or e-mail shall not contain content that may reasonably be considered offensive or disruptive to any employee. Offensive content include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, any derogatory comments regarding a protected class of persons, or any comments or images that would offend someone on the basis of his or her age, sexual orientation, religious or political beliefs, national origin, disability, or membership in any other protected class.

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

#### **E. USE OF COMPANY COMMUNICATION EQUIPMENT AND TECHNOLOGY**

All CNCA owned communications equipment and technology, including computers, electronic mail systems, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of CNCA and are provided to the employee to carry out business on behalf of CNCA, unless previously authorized for non-business use. Employees have no expectation of privacy in any communications made using CNCA owned equipment and technology.

Communications made using CNCA owned communications equipment and technology are subject to review, inspection and monitoring by CNCA.

Additionally, CNCA uses technology protection measures that protect against internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or images that may be harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting internet browsers to block access to adult sites, using a filtering system that will filter all internet traffic and report potential instances of misuse and using a spam filter.

Passwords used in connection with the CNCA's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized CNCA employees. Employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Acceptable Use Agreement. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student and Employee Acceptable Use Agreement, will be subject to discipline, up to and including termination.

Internet use, unless previously authorized, is for business purposes only. All employees using the internet through the CNCA's communications equipment and technology must respect all copyright laws. Employees are not permitted to copy, retrieve, modify or forward copyrighted materials unless authorized by law or with express written permission of the owner of the copyright. Employees are not permitted to use CNCA's communications equipment and technology to view visual images that are obscene, child pornography and/or images harmful to minors, nor may they use such resources for personal entertainment, shopping, or personal business.

The e-mail system and internet access is not to be used in any way that may be disruptive, harassing or offensive to others, illegal 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, gender, sexual orientation, age, religious beliefs or any other protected class or political beliefs may not be displayed or transmitted. Cyberbullying is also prohibited. CNCA staff will help monitor and educate students on Cyberbullying. Cyberbullying includes the transmission of communication, posting of harassing messages, direct threats, or other harmful texts, sounds, or images on the internet, social networking sites, or other digital technologies using a telephone, computer, or any wireless communication devices. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

The e-mail system and internet access is not to be used in any manner that is against the policies of CNCA, contrary to the best interest of CNCA or for personal gain or profit of the employee against the interests of CNCA. Employees must not use CNCA'S

communications equipment and technology for the unauthorized disclosure, use and/or dissemination of personal information regarding students.

Employees should not attempt to gain access to another employee's email files or voicemail messages without the latter's express permission. Each employee is responsible for the content of the messages sent using his/her CNCA issued equipment. It is strictly prohibited to use another employee's computer to send messages to create the appearance that they are from that employee, unless that employee expressly authorizes such use.

Certain employees may be furnished with CNCA owned cell phones and/or laptops, in order to conduct CNCA business while off-campus. Such employees are expected to answer their CNCA provided mobile phone or return messages the same day.

#### **F. EMPLOYEE BLOGS AND SOCIAL MEDIA WEBSITES**

If an employee decides to blog or comment on a social media website that discusses any aspect of his/her workplace activities, the following restrictions apply:

- CNCA equipment, including its computers and electronics systems, may not be used for these purposes.
- Student and employee confidentiality policies must be adhered to.
- Employees must make clear that the views expressed in their blogs or social media site are their own and not those of the CNCA.
- Employees may not use the CNCA/School logos, trademarks and/or copyright material and are not authorized to speak on behalf of the school and/or organization.
- Employees are not authorized to publish any confidential information maintained by CNCA/School.
- Employees must comply with all CNCA/School policies, including, but not limited to, rules against sexual harassment and retaliation.
- CNCA reserves the right to take disciplinary action against any employee whose blog or comment/s made on social media websites violates this or other CNCA policies.

#### **G. OFF-DUTY USE OF FACILITIES POLICY**

Employees are prohibited from remaining on CNCA premises or making use of CNCA facilities while not on duty. Employees are expressly prohibited from using CNCA facilities, CNCA property, or CNCA equipment for personal use.

#### **H. EMPLOYEE PROPERTY**

An employee's personal property, including but not limited to lockers, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of school property.



CNCA is not responsible for lost or stolen items belonging to employees. CNCA is also not responsible in the event of break-ins, fire, or other events which may result in damage or loss to employee property.

#### **I. SOLICITATION & DISTRIBUTION OF LITERATURE**

Camino Nuevo Charter Academy has established rules, applicable to all employees, to govern solicitation and distribution of written material during working time and entry onto the premises and work areas. All employees are expected to comply strictly with these rules.

1. No employee shall solicit or promote support for any cause or organization, which is not related to CNCA business or which has not been pre-approved by authorized CNCA personnel, during his or her working time or during the working time of the employee or employees at whom the activity is directed;
2. Except as allowed by the Educational Employment Relations Act, no employee shall distribute or circulate any written or printed material which has not been pre-approved by authorized CNCA personnel for distribution in work areas at any time, during his or her working time, or during the working time of the employee or employees at whom the activity is directed;
3. Non-employees will not be permitted to solicit or to distribute written material for any purpose on CNCA property, except when required under California or federal law.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for CNCA; it does not include break periods, meal periods, or periods in which an employee is not, and is not scheduled to be, performing services or work for CNCA.

#### **J. HEALTH & SAFETY**

The health and safety of employees and others on CNCA property are important to CNCA. We strive to attain the highest possible level of safety in all activities and operations. CNCA will comply with all health and safety laws applicable to our school.

All employees are responsible for their own safety, as well as that of others in the workplace. CNCA must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to your supervisor *immediately*, even if you believe you have corrected the problem. If you suspect a concealed danger is present on CNCA's premises, or in a product, facility, piece of equipment, process, or business practice for which CNCA is responsible, bring it to the attention of your supervisor or the Principal *immediately*. Supervisors should arrange for

the correction of any unsafe condition or concealed danger immediately and should contact the Principal regarding the problem.

Periodically, CNCA may issue rules and guidelines governing workplace safety and health. All employees should familiarize themselves with these rules and guidelines since strict compliance will be expected. Contact your supervisor for copies of current rules and guidelines. Failure to comply with rules and guidelines regarding health and safety or work performance that endangers health and safety will not be tolerated.

Any workplace injury, accident, or illness *must* be reported to your supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported. In compliance with California law, and to promote the concept of a safe workplace, CNCA maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in office.

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

#### **K. SMOKING**

Smoking is not permitted in any area, within 100 yards of the School.

#### **X. BENEFITS**

##### **A. HOLIDAYS**

For employees who are not members of the certificated bargaining unit, Camino Nuevo Charter Academy observes the following paid holidays:

January 1 – New Year's Day

Martin Luther King Day

President's Day

Memorial Day

July 4<sup>th</sup> – Independence Day

Labor Day

Veteran's Day

Thanksgiving Day and the Friday after Thanksgiving

## Christmas

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

Eligible employees begin holiday pay after completion of his or her introductory period. To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your supervisor.

Temporary, substitute, and non-exempt part time employees working less than 30 hours per week are not eligible for holiday pay. Eligible Classified employees that have not completed their 90-day introductory period are not eligible for holiday pay. Holiday pay will be calculated based on your straight time pay rate (as of the date of the holiday) times the number of hours you would have otherwise worked on that day. Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums. Non-exempt employees required to work on a designated holiday will receive straight time pay.

### **B. SHUT DOWN PERIOD**

During the academic year the school will have both a winter and spring break. The school will remain open during part of the winter break. However, the school will have two shut down periods from December 25<sup>th</sup> – January 1<sup>st</sup> and the other week during spring break. Eligible administrative and classified salaried and full-time staff will be given this time off with pay. Please see the Vice President Human Resources for eligibility.

All hourly part-time seasonal and substitute staff will not receive a work schedule during the winter and spring break, unless otherwise indicated by your supervisor. Please check with your supervisor if you will be scheduled to work during that time.

### **C. VACATIONS**

(Applies to employees who are not members of the Certificated Bargaining Unit)

Full-time employees consistently working 36 hours or more per week are eligible for paid vacation. Classified salaried and full-time employees do not accrue vacation time during the first 90 days of employment. Certificated salaried employees begin to accrue vacation time once they have completed their 30 day introductory period. Part-time employees working less than 36 hours per week are not eligible. **Temporary Employees, Substitutes and Teachers do not qualify for paid vacation time.**

Eligible full-time employees shall begin accruing paid vacation time after their respective introductory period at a rate of 6.67 hours per month. Each year a total of 10 vacation

days will accrue, with a maximum of 240 hours (30 days) that can be accrued at any time. Vacation may be carried over to the next calendar year, providing the amount of time has not exceeded the 240 hour maximum.

Once the maximum accrual amount has been reached, no additional vacation will be earned until previously accrued vacation time is used. Employees will not be given retroactive credit for any period of time in which you did not accrue vacation because you were at the maximum. At year-end, unused vacation at or below the maximum accrual amount will carry over to the subsequent year.

Employees are encouraged to take their accrued vacation each year. You must request vacation as far in advance as possible, but at least 15 days prior to the intended vacation days. Vacations will be scheduled so as to provide adequate coverage of job and staff requirements. The Principal will make the final determination in this regard. Vacation may not be taken without at least 15 days approval from your supervisor.

Exempt employees must use vacation for otherwise unexcused absences from work for a day or more. Nonexempt employees must use vacation for otherwise unexcused time away from work during their regularly scheduled hours. Vacation does not accrue during unpaid leaves of absence or other periods of inactive service.

Terminated employees shall receive pay for unused vacation time. Unused vacation time is paid out at the employees regular pay rate at the time of termination.

## **D. INSURANCE BENEFITS**

### **1. Medical Insurance**

(Applies to employees who are not members of the Certificated Bargaining Unit)

Camino Nuevo Charter Academy provides a comprehensive medical, dental and vision insurance plans for eligible employees and their dependents. Full-time employees may be eligible for medical insurance coverage under CNCA's policy. Part-time employees working 30 hours or more per week may also be eligible for medical insurance coverage under CNCA's policy. All eligible employees qualify for medical coverage the first of the month following 30 days of employment. If eligible, as part of the compensation for health insurance CNCA will allow a monthly benefit allowance of \$350 for single, full time, eligible employees, \$450 for single, full time, eligible employee and spouse (or dependent), and \$550 per full-time, eligible employee and their family. If costs exceed this cap, deductions will be made from employee's pay to cover ½ the excess costs. Part-time exempt and part-time certificated employees will receive a benefit allowance at a prorated amount based on the percentage of time worked. The Medical insurance coverage is a benefit provided by CNCA. Employees should consult the Benefit Plan Summary for complete information about eligibility and the details of CNCA's medical insurance plans. Copies of the Plan Document and Summary description are available in the Human Resources Department.

## **2. Disability Insurance**

Each employee contributes to the State of California to provide disability insurance mandated by the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when you cannot work because of illness or injury unrelated to your employment at CNCA or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from the main office.

## **3. Unemployment Compensation**

Camino Nuevo Charter Academy contributes to the Unemployment Insurance Fund on behalf of its employees.

## **4. Social Security**

Non-certificated and some certificated staff are legally required to make contributions into social security. CNCA matches each employee's social security contribution dollar for dollar. You may be eligible to receive these benefits upon your retirement and/or perhaps in other circumstances in accordance with the social security laws.

## **5. State Teachers Retirement (STRS)**

State law requires that all teachers deposit a percentage of their pre-tax salary in the STRS retirement system. An employer contribution is made by CNCA. Contributions are subject to rate change. For additional information on the STRS program you may call STRS directly at (800) 228-5453.

## **6. California Public Employees Retirement System (CalPERS)**

Full time non-certificated employees are required to participate in the CalPERS program. Employees contributing to CalPERS will deposit a percentage of their pre-tax earnings as a condition of employment. An employer contribution is made by CNCA. Contributions are subject to change. For additional information you may contact PERS at (800) 228-5453.

## **7. Workers' Compensation**

If you are injured or become ill on the job, then you may receive, at no cost to you, workers' compensation insurance benefits, which may include medical care, compensation, and vocational rehabilitation. To receive workers' compensation benefits, you must:

- a. Report any work-related injury to your supervisor immediately.
- b. Complete a written claim form and return it to the Principal.
- c. Seek medical treatment and follow-up care if required.

#### **E. SICK LEAVE**

Camino Nuevo Charter Academy provides paid accrued sick leave to all eligible employees for periods of temporary absences due to illness, including mental health, injury, etc. Sick leave may only be taken for an employee's own illness, including mental health or injury, or that of an employee's immediate family member. A employee requesting the use of his/her/their sick leave to care for a member of the immediate family must, prior to beginning the leave, provide written verification from the immediate family member's treating physician certifying that because of the immediate family member's serious illness or injury, it is necessary for the employee to be absent from work in order to provide care. The verification must state the probable duration of the need for the employee's care for the immediate family member's condition, the dates the patient was treated for the condition, and whether the need for care by the employee is continuous or intermittent. Such request and verification shall normally be provided 10 work days prior to the beginning of the employee's absence to allow the CEO, or designee an opportunity for review and approval of the request. In the event of a verifiable emergency, written verification shall be provided within 10 days to CEO, or designee.

Sick leave taken to care for a family member such as a parent, child, or spouse is limited to one-half the employee's annual accrual of sick leave. 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.

Certificated, full-time, part-time classified, and substitute employees accrue sick leave in accordance with the schedule below.

Eligible classified full-time employees shall accrue sick leave after 90 days of employment. Sick leave accrues at a rate of .91 day per month, 11 days per year. Eligible part-time employees working less than 36 hours per week (but more than 30 hours) will accrue sick time on a pro-rata basis according to the hours worked. The amount of sick time accrued cannot exceed the 45 day maximum. Employees will not be paid for unused sick leave.

Eligible classified part-time employees working less than 30 hours per week will be eligible to receive 48 hours of sick leave per year. Sick time is not accrued and will not carry over to the next school year. Sick days will be made available to employees upon hire.

Eligible certificated full-time teachers on teacher contracts shall accrue and use sick leave as outlined in the collective bargaining agreement.

Other eligible certificated full-time employees (non-teachers) shall accrue sick leave at a rate of .91 day per month, 11 days per academic year (unless otherwise stated on your

certificated contract). Certificated part-time employees shall accrue sick leave on a pro-rata basis according to their schedule. Certificated employees may carry over their unused sick leave to the next academic year, providing the amount of sick time has not exceeded the 45 day maximum. Employees will not be paid for unused sick leave.

Substitute Teachers will be eligible to receive 6 days (48 hours) of sick leave per year. Sick time is not accrued and will not carry over to the next school year. Sick days will be made available to employees upon hire.

Certification by your health care provider is required for absences of three or more consecutive workdays. However, CNCA may request such certifications in situations where it is determined that it is warranted. CNCA reserves the right to require a satisfactory statement of a health care provider whenever an employee misses work due to an illness, injury or disability. The employee may be asked to provide a statement which verifies that an injury or disability existed, its beginning and ending dates, and/or the employees ability to return to work without presenting an immediate and significant risk to his/her own health or safety or the health or safety of others. It is your responsibility to apply for any disability benefits for which you may be eligible for as a result of an illness or disability, including California State Disability Insurance, workers' compensation insurance, and/or any short-term disability insurance benefits for which you qualify.

Sick leave may not be used during holidays, vacation, or hours of work outside an employee's regular schedule. Sick leave benefits will be fully integrated with other benefits available to you so that at no time will you be paid more than your regular compensation. Any misuse of sick time by an employee will result in disciplinary action including termination of employment. Employees will not accrue sick leave during unpaid leaves of absence.

Employees may request to donate accrued sick leave for other staff members. The donation of sick leave is strictly voluntary. The donation of sick leave is on a half-day or full day basis, without regard to the dollar value of the donated or used leave. The maximum number of sick leave days a employee may donate or receive in one calendar year is 5 (five) days. The approval of the time off request to be covered by the donated time will be at the discretion of the site principal or designee as outlined in this policy.

Donated sick days can be used for:

- **Medical emergency**, defined as illness, including mental health, or injury, condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. Maternity leave does not count as a medical emergency.

Employees who wish to donate sick leave days must complete and submit a “Request to Donate Sick Leave” form from the HR Department. The approval of donated or requested sick time will be at the sole discretion of the CEO.

## **F. LEAVES OF ABSENCE**

This section F does not apply to members of the certificated bargaining unit, whose leave of absence privileges are addressed in the collective bargaining agreement.

### **1. General Provisions**

Camino Nuevo Charter Academy may grant a leave of absence in certain circumstances. You should notify your supervisor and/or Principal in writing as soon as you become aware that you may need a leave of absence. A Leave of Absence form will be provided by the Department of Human Resources at the request of the employee. CNCA will consider your request in accordance with applicable law and CNCA's leave policies. You will be notified whether your leave request is granted or denied. If you are granted leave, you must comply with the terms and conditions of the leave, including staying in communication with your supervisor or the Principal during your leave, and giving prompt notice if there is any change in your return date.

You must not accept other employment or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at CNCA. Benefits, such as vacation and holidays, will not accrue while you are on a leave of absence. Upon return from a leave of absence, you will be credited with the full employment status that existed prior to the start of the leave.

CNCA may suspend or proceed with any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to any employee's request for or receipt of a leave of absence or that has come to CNCA's attention during the leave. If any action is suspended during the leave of absence, CNCA reserves the right to proceed with the action upon the employee's return. Requesting or receiving a leave of absence in no way relieves employees of their obligation while on the job to perform their job responsibilities capably and up to CNCA's expectations and to observe all CNCA policies, rules, and procedures.

### **2. Family And Medical Leave**

Camino Nuevo Charter Academy will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in the relevant state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under either law.



Please contact your supervisor as soon as you become aware of the need for a family and medical leave. The following is a summary of the relevant provisions.

**a. Employee Eligibility**

To be eligible for family and medical leave benefits, you must: (1) have worked for CNCA for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months, and (3) work at a facility that employs at least 50 employees within a 75 mile radius.

Eligible employees may take up to a maximum of 12 work weeks of unpaid family/medical leave within a 12-month period. A 12-month period begins on the date of the employee's first use of federal family and medical leave. Successive 12-month periods commence on the date of an employee's first use of family and medical leave after the preceding 12-month period has ended.

Leave may be used for one or more of the following reasons: (1) for the birth or placement of a child for adoption or foster care; (2) to care for an immediate family member (spouse, child, or parent) with a serious health condition; or (3) to take medical leave when the employee is unable to work because of a serious health condition. Under some circumstances, employees may take family and medical leave intermittently--which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. If you are pregnant, you may have the right to take a pregnancy disability leave in addition to a family and medical leave. Please review the pregnancy disability leave policy below and notify your supervisor or the Principal if you need leave due to your pregnancy.

Certain restrictions on these benefits may apply.

**b. Notice & Certification**

If you need family and medical leave, you may be required to provide:

1. 30-day advance notice when the need for the leave is foreseeable;
2. Medical certification from a health care provider (both prior to the leave and prior to reinstatement);
3. Periodic re-certification;
4. Periodic reports during the leave.

When leave is needed to care for an immediate family member or your own serious health condition, and is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt CNCA's operation.

### **c. Compensation During Leave**

Family and medical leave is unpaid. CNCA may require you to use, or you may elect to use certain accrued paid leave (such as vacation or sick leave) to cover some or all of the family and medical leave. The use of paid time off will not extend the length of a family and medical leave.

### **d. Benefits During Leave**

Camino Nuevo Charter Academy will maintain, for up to a maximum of 12 workweeks of family and medical leave, any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. In some instances, CNCA may recover premiums it paid to maintain health coverage if you do not return to work following family or medical leave. Employee will be responsible for his or her portion of the premiums while on leave. Payments must be paid by the first of every month. If an employee does not pay his or her portion of the premiums for the period of the leave, coverage will cease.

If you are on family and medical leave but you are not entitled to continued paid coverage, you may continue your group health insurance coverage through CNCA in conjunction with federal COBRA guidelines by making monthly payments to CNCA for the amount of the relevant premium. Please contact your supervisor or the Department of Human Resources for further information.

### **e. Job Reinstatement**

Under most circumstances, upon return from family and medical leave, you will be reinstated to your previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, during and upon return from a family and medical leave, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on family and medical leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

If you are returning from family and medical leave taken for your own serious health condition, but you are unable to perform the essential functions of your job because of a physical or mental disability, CNCA will attempt to reasonably accommodate you. Your use of family and medical leave will not result in the loss of any employment benefit that you earned or were entitled to before using family and medical leave.

## **3. Pregnancy Disability Leave**

### **a. Employee Eligibility**

Camino Nuevo Charter Academy will grant an unpaid pregnancy disability leave if you are disabled because of your pregnancy, childbirth, or a related medical condition.

**b. Leave Available**

If you are disabled due to pregnancy, childbirth, or a related medical condition, you may take leave necessitated by your condition and verified by your physician's note, usually for a period of up to a four months leave. As an alternative, CNCA may transfer you to a less strenuous or hazardous position if you so request, with the advice of your physician, and if the transfer can be reasonably accommodated.

Leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but not with family and medical leave under California law.

**c. Notice & Certification Requirements**

You must provide CNCA with reasonable advance notice of your need for a pregnancy disability leave. In addition, you must provide CNCA with a health care provider's statement certifying the last day you can work and the expected duration of your leave.

**d. Compensation During Leave**

Pregnancy disability leaves are without pay. However, you may utilize accrued sick time and any other accrued paid time off during the leave. All of those payments will be integrated with any state disability or other wage reimbursement benefits that you may receive. At no time will you receive a greater total payment than your regular compensation.

**e. Benefits During Leave**

If you are also eligible for federal or state family and medical leave, CNCA will maintain, for up to a maximum of 12 workweeks, any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. In some instances, CNCA may recover premiums it paid to maintain health coverage if you do not return to work following pregnancy disability leave. If you are not eligible for family and medical leave, you will receive continued paid coverage on the same basis as employees taking other leaves. Employee will be responsible for his or her portion of the premiums while on leave. Payments must be paid to the employer by the first of every month. If an employee does not pay his or her portion of the premiums for the period of the leave, coverage will cease.

If you are on pregnancy disability leave but you do not receive continued paid coverage, you may continue your group health insurance coverage through CNCA in conjunction with federal COBRA guidelines by making monthly payments to CNCA for the amount of the relevant premium. You should contact your supervisor or the Department of Human Resources for further information.

#### **f. Reinstatement**

Upon the submission of a medical certification from a health care provider that you are able to return to work, you will, in most circumstances, be offered the same position held at the time of the leave or an equivalent position. However, you will not be entitled to any greater right to reinstatement than if you had been employed continuously rather than on leave. For example, if you would have been laid off if you had not gone on leave, then you will not be entitled to reinstatement. If upon return from a pregnancy disability leave you are unable to perform the essential functions of the job because of a physical or mental disability, CNCA will attempt to accommodate you.

### **4. Workers' Compensation Disability Leave**

#### **a. Employee Eligibility**

Camino Nuevo Charter Academy will grant you a workers' compensation disability leave in accordance with state law if you incur an occupational illness or injury. As an alternative, CNCA may offer you modified work. Leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law.

#### **b. Notice & Certification Requirements**

You must report all accidents, injuries, and illnesses, no matter how minor, to your immediate supervisor. You must also provide CNCA with a health care provider's statement certifying your work-related illness or injury, your inability to work, and the expected duration of your leave.

#### **c. Compensation During Leave**

Compensation for lost earnings due to a workers compensation disability leave will be paid by the company's workers' compensation insurance carrier according to California law. You may also utilize accrued sick time and any other accrued paid time off during the leave, to supplement any workers' compensation benefits, state disability, or other wage reimbursement benefits for which you may be eligible. At no time will you receive a greater total payment than your regular compensation.

#### **d. Benefits During Leave**

If you are eligible for family and medical leave under the federal or state family and medical leave laws, CNCA will maintain, for up to a maximum of 12 workweeks, any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. In some instances, CNCA may recover premiums it paid to maintain health coverage if you do not return to work following your workers' compensation disability leave. If you are not eligible for family and medical leave, you will receive continued coverage on the same basis as employees taking other leaves. Employee will be responsible for his or her portion of the premiums while on leave.

Payments must be paid to the employer by the first of every month. If an employee does not pay his or her portion of the premiums for the period of the leave, coverage will cease.

If you are not entitled to continued paid coverage, you may continue your group health insurance coverage through CNCA in conjunction with federal COBRA guidelines by making monthly payments to CNCA for the amount of the relevant premium. You should contact your supervisor or the Department of Human Resources for further information.

#### **e. Reinstatement**

Upon the submission of a medical certification that you are able to return to work, you will be reinstated in accordance with applicable law. If you are disabled due to an industrial injury, CNCA will attempt to accommodate you. If you are returning from a workers' compensation disability leave that runs concurrently with a family and medical leave, then the provisions of the family and medical leave policy will also apply.

### **5. Military Leave (Active and Reserve Service)**

Unless otherwise required by law, this leave is without pay. It is provided to you when you enter military service of the Armed Forces of the United States or are in the Armed Forces Reserves. You are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act and the California Military and Veterans Code. You must bring your military service orders to the Principal for review upon receipt prior to commencement of the leave.

## **G. OTHER TIME OFF**

### **1. Personal Leaves of Absence**

After one year of employment, a personal leave of absence without pay for up to 30 days may be granted at the discretion of CNCA. A request for a personal leave should be limited to unusual circumstances requiring an extended absence.

Employees are hereby notified that CNCA does not guarantee reinstatement following a personal leave. However, CNCA will offer employees returning from a personal leave of absence the same position, or a comparable position that the individual is qualified to perform, if either position is available.

### **2. Disability Leave**

Consistent with state and federal disability laws, CNCA may provide a limited leave of absence from work to qualified disabled employees who need time away from work as a form of reasonable accommodation. CNCA may require employee's to provide additional information and/or documentation in order to determine whether to provide the accommodation.

CNCA will not grant a leave of absence as a form of accommodation where the absence will cause an undue hardship.

### **3. Funeral or Bereavement Time Off**

Any employee may take up to three consecutive workdays off with pay within 30 days following the death of an immediate family member of the employee's or the employee's current spouse. Funeral or Bereavement time will be paid on a pro-rated basis for those employees that work less than 40 hours per week. Immediate family member means a parent, child, sister, brother, grandparent, grandchild (including step or foster relationships), or any other relative living in the immediate household of the employee. The Principal or supervisor may also approve additional unpaid time off.

### **4. Civic Duty Time Off**

Camino Nuevo Charter Academy encourages employees to serve on jury or witness duty when called. It also understands that, if an employee is the unfortunate victim of domestic violence, that employee may need to take time from work to appear in court in an effort to obtain relief from such violence. You must notify your supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. If you need time off to obtain relief from domestic violence, you must give your supervisor reasonable notice that you are required to appear in court. If the appearance in court is unscheduled or an emergency appearance, advance notice is not required, but you may be required to provide evidence from the court within a reasonable time after your appearance that shows you appeared in court.

Nonexempt employees will receive full pay while serving up to five days of jury or witness duty or for taking up to five days off to appear in court in an effort to obtain relief from domestic violence. Exempt employees will receive pay for up to five days of absence due to jury or witness duty or due to appearing in court to obtain relief from domestic violence. Exempt employees will not incur any reduction in pay for a partial week of absence due to jury or witness duty or due to appearing in court to obtain relief from domestic violence. Any additional time off will be without pay. Any mileage allowance, fee, et cetera, paid for jury or witness duty will be credited against any payments made by CNCA. Verification from the court clerk of having served may be required. On the days you take off from work to perform jury duty, witness duty, or to obtain relief from domestic violence, you will be expected to return to work for the remainder of your work schedule if time permits.

### **5. Voting Time Off**

If you cannot vote in a statewide public election before or after working hours, then you will be allowed sufficient time off to go to the polls. CNCA will pay you for up to the first two hours of absence from regularly scheduled work that is necessary to vote in a statewide public election. Any additional time off will be without pay. You must give

reasonable notice to the Principal of the need to have time off to vote and must give at least three (3) day's notice when possible.

#### **6. Time Off for Volunteer Firefighters**

A registered volunteer firefighter who would like to perform emergency duty during work hours must notify his or her supervisor and the Principal in advance of his/her status as such a volunteer, and shall provide written certification of such status. Also, please alert your supervisor before leaving CNCA premises when summoned for emergency duty. All time off to serve as a volunteer is unpaid.

#### **7. Time Off to Attend School Activities**

If you are a parent, guardian, or grandparent with custody of a child in kindergarten, grades 1-12, inclusive, or a licensed day care center and you wish to take time off to visit your child's school for a school activity, you may take off up to eight hours each calendar month (up to a maximum of 40 hours each calendar year), per child, provided you give reasonable notice to the Principal of your planned absence. Employees wishing to take leave for a child's school activities must utilize their existing vacation time in order to be paid by the school. Employees who do not have vacation time available will take the time off without pay. CNCA requires documentation from the school noting the date and time of your visit.

If both parents of a child work for CNCA, only one parent--the first to provide notice--may take the time off, unless CNCA approves both parents taking time off simultaneously.

You may also be granted time off to attend a school conference involving the possible suspension of your child. Please contact your supervisor if time off may be needed for this reason.

#### **8. Time Off for Adult Literacy Programs**

Camino Nuevo Charter Academy may make reasonable accommodations for any employee who reveals a literacy problem and requests that CNCA assist him or her in enrolling in an adult literacy program, unless undue hardship to CNCA would result.

CNCA may also assist employees who wish to seek literacy education training by providing employees with the location of local literacy programs.

CNCA will take reasonable steps to safeguard the privacy of any employee who identifies himself or herself as an individual with a literacy problem. Any employee who wishes to identify himself or herself as an individual with a literacy problem may contact the Principal directly. Further, individuals who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While CNCA generally encourages employees to improve their literacy skills, CNCA will not reimburse employees for the costs incurred in attending a literacy program.

Nonexempt employees may use vacation pay to make up for work that is missed to attend literacy classes.

## **9. Lactation Accomodation**

CNCA will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. This break time will run concurrently with any break time already provided to the employee, if possible. CNCA will make reasonable efforts to ensure the employee can express milk in a private room that is not a bathroom, has a door that locks, and is in close proximity to the employee's work area.

## **XI. TERMINATION**

This section XI does not apply to members of the certificated bargaining unit, whose procedures for termination are addressed in the collective bargaining agreement.

### **A. VOLUNTARY TERMINATIONS**

Voluntary terminations results when an employee voluntarily resigns from his or her employment, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, his or her supervisor. CNCA asks that you give at least two weeks written notice. This will provide CNCA the opportunity to make the necessary adjustments in operations. All CNCA property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment. CNCA retains the right to accept your resignation immediately and pay you the amount of straight time compensation you would have earned in place of any further performance.

### **B. INVOLUNTARY TERMINATIONS**

An involuntary termination is initiated by Camino Nuevo Charter Academy.

### **C. REDUCTIONS IN FORCE**

While CNCA hopes to continue growing and providing employment opportunities, business conditions, student demands, and other factors are unpredictable. Changes or downturns in any of these or other areas could create a need to restructure or reduce the number of people employed. In light of these uncertainties, please be advised that it may become necessary to conduct layoffs at some point in the future.

In the event that CNCA determines to lay off any employee or a number of employees, CNCA retains full discretion to select which employee(s) will be laid off. If restructuring or reducing the number of employees becomes necessary, CNCA will attempt to provide advance notice, if possible, to help prepare affected individuals. While CNCA retains full discretion, some of the relevant factors might include CNCA's operational requirements and the skill, productivity, ability, and past performance of those involved.



#### **D. SEPARATION PROCESS**

After an employee terminates their employment with CNCA, either voluntary or involuntary, they must complete the separation process.

1. The first step in the separation process is to complete the separation paperwork. The separation paperwork consists of:

- a) Notice of change in relationship form – this form is used to acknowledge that both the employee and CNCA recognize that the employee’s status has changed due to terminations, whether voluntary or involuntary.
- b) COBRA Election form & COBRA letter - this form is given to employees who were eligible for insurance benefits during their employment at CNCA. Employees may choose to continue their benefit coverage, at their own cost, through the COBRA plan.
- c) Exit Interview – whenever possible an exit interview will be conducted in order for the school to receive feedback and suggestion on any areas of improvement and growth or areas of strength.
- d) “For Your Benefit” booklet – this booklet is given to all employees to inform them about unemployment insurance.

2. The employee must return any school property that may have been issued to him or her during employment (i.e. keys, credit card, cell phone, etc.).

3. If the termination of employment was voluntary, employees will receive their paycheck within three days of their termination date. If termination was involuntary, employees will receive their paycheck on their termination date.



## ACKNOWLEDGMENT AND AGREEMENT

This is to acknowledge that I have received a copy of the Camino Nuevo Charter Academy (CNCA) Employee Handbook and understand that it sets forth some of the terms and conditions of my duties, responsibilities, and obligations of employment with Camino Nuevo Charter Academy. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in this handbook and to abide by the rules, policies, and standards set forth in this handbook.

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Employee Signature

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Date

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Employee Name [printed]