

Francophone Charter School of Oakland



Employee Handbook

2015-2016

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SECTION 1 - WELCOME

Welcome to the Francophone Charter School of Oakland!

We are happy to have you join us at the Francophone Charter School of Oakland (“the Francophone Charter School” or “the school”). We believe our school is truly unique in providing a global, bilingual education for all. We serve a diverse group of talented and hardworking students. We regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance for each one of our employees. All employees should treat all individuals, students, teachers, administrators, volunteers, and family members, with respect and approach all situations as opportunities to learn.

This handbook has been written to provide you with an overview of the Francophone Charter School, its personnel policies and procedures, and your benefits as a Francophone Charter School employee.

This handbook is intended to explain in general terms those policies that most often apply to your day-to-day work activities. This handbook cannot anticipate every situation or answer every question about employment, and it is not an employment contract. Employees are expected to read this handbook thoroughly upon receipt, to know and abide by the policies outlined herein, and as revised over time, throughout their employment. No Francophone Charter School guideline, practice, manual or rule may alter the “at-will” status of your relationship with the Francophone Charter School.

In order to retain necessary flexibility in the administration of its policies, procedures and benefits, the Francophone Charter School reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever the Francophone Charter School determines that such action is warranted. For these reasons, we urge you to check with the Francophone Charter School to obtain current information regarding the status of any particular policy, procedure or practice. This handbook supersedes and replaces all previous personnel policies, practices and procedures.

We welcome you and wish you great success and fulfillment at the Francophone Charter School.

Sincerely,

Ben Mohamed Daoudi
Co-Executive Director

Renaë Waneka
Co-Executive Director

GENERAL

This handbook has been written to serve as a guide for the employer/employee relationship. This handbook applies to faculty and staff at the Francophone Charter School. The standards of conduct apply to all individuals who work on the school premises including independent contractors, vendors, and visitors. Unless otherwise indicated, a benefit, policy, program, or procedure applies, or is available, to ALL eligible employees.

This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or the Francophone Charter School. You are responsible for reading, understanding, and complying with the provisions of this handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

Neither this handbook nor any other Francophone Charter School document confers any contractual right, either express or implied, to remain in the Francophone Charter School's employ, nor does it guarantee any fixed term or condition of your employment. Except as otherwise provided in an executed employment agreement, your employment is not for any specified period of time and may be terminated at will, with or without cause and without prior notice, by the Francophone Charter School or you may resign for any reason at any time.

No supervisor or other representative of the Francophone Charter School has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Second, the procedures, practices, policies and benefits described herein may be modified or discontinued from time to time with or without advanced notice. We will try to inform you of any changes as they occur.

Finally, this handbook contains proprietary information that should not be disclosed outside the Francophone Charter School, other than to individuals affiliated with the Francophone Charter School whose knowledge of the information is required in the normal course of business.

SECTION 2 – OUR MISSION & VISION

MISSION & VISION

The mission of the Francophone Charter School is to provide a dual-immersion curriculum to a diverse community of students. Our goal is to develop bilingual and bi-literate global citizens who are open-minded and value intellectual curiosity, personal integrity and creativity. The Francophone Charter School will achieve its mission by:

- Providing an academically rigorous curriculum that teaches students to excel in French and English and prepares them for the best high schools and colleges;
- Preparing students for the 21st century by offering a well-rounded education that also incorporates global themes, arts and technology;
- Valuing and incorporating community into the life of the school, including civic engagement on a local and global level;
- Recruiting and maintaining a diverse student body and staff;
- Teaching the value of inquiry, analysis, evaluation and creative problem solving as strategies for making well-informed decisions;
- Encouraging students and staff to work in teams, learn from each other, and share in the decision-making process;
- Fostering values of accountability and responsibility.

VISION

Our vision helps us achieve our mission within and outside our curriculum, and guide our school, teaching and student life at the Francophone Charter School.



GLOBAL



ACADEMIC



COMMUNITY

SECTION 3 – EMPLOYMENT

EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

EQUAL EMPLOYMENT OPPORTUNITY

The Francophone Charter School is an equal opportunity employer. In accordance with applicable law, the Francophone Charter School prohibits discrimination against any employee or applicant for employment on the basis of an individual's protected status, including race/ethnicity, color, religion, creed, gender, national origin, ancestry, age, sexual orientation, marital status, parental status, pregnancy or perceived pregnancy, childbirth or related conditions, sex, gender, gender identity/expression, military service, veteran status, genetic information, or any other characteristic or condition protected by applicable law. Also in accordance with applicable law, the Francophone Charter School prohibits discrimination against any qualified disabled employee or applicant, against a disabled veteran, or against a veteran of the Vietnam era. The Francophone Charter School will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, layoff, termination, compensation, and training. Additionally, in accordance with applicable law, the Francophone Charter School prohibits all forms of unlawful harassment of a sexual or other discriminatory nature. Any conduct contrary to this policy is prohibited. This policy applies to all applicants and employees of the Francophone Charter School.

AT WILL EMPLOYMENT

We believe that an employment relationship is successful as long as both parties are mutually satisfied. Accordingly, both you and the Francophone Charter School will have the right to terminate your employment and all related compensation and benefits at any time, with or without cause and with or without notice. In addition, the Francophone Charter School may eliminate or change any term or condition of your employment (including but not limited to your job assignment, duties, or salary) at will, at any time, for any reason not prohibited by law, with or without cause and with or without previous notice.

This is called “employment at will,” and no one at the Francophone Charter School has the authority to alter your employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the school’s Executive Director. Statements of specific grounds for termination set forth in this Handbook, or elsewhere, are not all-inclusive and are not intended to restrict the Francophone Charter School’s right to terminate at-will.

OPEN COMMUNICATION POLICY

We want to hear from you. The Francophone Charter School strongly encourages employee participation in decisions affecting their employment and their daily professional responsibilities. Our greatest strength lies in our employees and our ability to work together. We encourage open communication about all aspects of our school and organization. Employees are encouraged to openly discuss with their supervisors any problems or suggestions they believe would make our organization better and stronger. The Francophone Charter School is interested in all our employee’s success and fulfillment. We welcome all constructive suggestions and ideas.

Employees who have work-related concerns or complaints are encouraged to discuss them with the school’s Executive Director. Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. The Francophone Charter School will attempt to keep the employee’s concerns and complaints and any resulting investigation confidential to the extent feasible. However, in the course of an investigation and/or in resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law.

DISABILITY ACCOMMODATION

The Francophone Charter School is committed to complying with all applicable provisions of federal, state and local laws prohibiting discrimination on the basis of disability. It is the Francophone Charter School’s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Francophone Charter School will provide reasonable accommodation to a qualified individual with a disability who has made the Francophone Charter School aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Francophone Charter School. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the school’s Executive Director. The Francophone Charter

School encourages individuals with disabilities to come forward and request reasonable accommodation.

HARASSMENT

It is the policy of the Francophone Charter School to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity, age, disability, marital status, citizenship or any other characteristic protected by law. The Francophone Charter School prohibits any such discrimination or harassment. In addition, we prohibit abusive conduct/workplace bullying in the work environment. It is our mission to provide a professional work and learning environment free of harassment, discrimination and/or workplace bullying that maintains equality, dignity, and respect for all. It shall be a violation of this policy for any student, teacher, administrator or other employee of the Francophone Charter School to harass, discriminate against or engage in abusive conduct towards another student, teacher, administrator, other employee or anyone associated with the Francophone Charter School through conduct or communication. This policy applies to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to the Francophone Charter School (e.g. an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or school-related social events.

What is Harassment?

Harassment can take many forms. As used in this Employee Handbook, the term “harassment” includes:

- Offensive remarks, comments, jokes or slurs pertaining to an individual’s race, religion, sex, sexual orientation, gender or gender identity, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status as defined by law or regulation whether verbally or by electronic means including email, and/or text messages
- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved and whether verbally or by electronic means
- Offensive physical conduct, including touching, regardless of the gender of the individuals involved, including threats of harm, violence or assault

- Offensive pictures, drawings or photographs or other communications, including email, text messages, or other forms of electronic communication
- Holding company functions in inappropriate venues, such as a strip-club, sex or gender based practical jokes, sexual favoritism
- Threatening reprisals due to an employee's refusal to respond to requests for sexual favors or for reporting a violation of this policy
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:
 - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - Submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting such individual;
 - Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive working environment.

What is abusive conduct/workplace bullying?

- Conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer's legitimate business interests.
 - Use of derogatory remarks, insults and/or epithets
 - Verbal or physical conduct that sabotages or undermines a person's work performance that is threatening, humiliating or intimidating.
- Malice is defined as conduct that is "intended by the perpetrator to cause injury to the victim or despicable conduct which is carried on by the perpetrator with a willful and conscious disregard of the rights or safety of others." (Cal Civil Code §3294(c)(1))

Responsibility

All Francophone Charter School employees have a responsibility for keeping our work environment free of harassment, discrimination and abusive conduct.

Reporting

The Francophone Charter School encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victims of such conduct should discuss their concerns with their immediate supervisor, or the school's Executive Director. In addition, the Francophone Charter School encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Francophone Charter School recognizes, however, that an individual may prefer to pursue the matter through formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although it is understood that an investigation will normally require the involvement of third parties. The Francophone Charter School is serious about enforcing its policy against harassment; however, the Francophone Charter School cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to the Francophone Charter School's attention so it can take whatever steps are necessary to correct the problems.

Investigation/Complaint Procedure

All complaints of harassment, discrimination or abusive conduct will be promptly investigated. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense. Appropriate action will also be taken in the event the accusations are intentionally false or malicious in intent.

Individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their immediate supervisor or the school's Executive Director, or the President of the Francophone Charter School's Board of Directors. The Francophone Charter School encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination, abusive conduct or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or

may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation methods and appropriate corrective actions. Misconduct constituting harassment, discrimination, abusive conduct, or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as the Francophone Charter School believes appropriate under the circumstances. False and malicious complaints of harassment, discrimination, abusive conduct, or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Retaliation

Retaliation against an individual for reporting harassment, discrimination, abusive conduct or for participating in an investigation of a claim of such is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Conclusion

This policy was developed to ensure that all employees could work in an environment free from harassment, discrimination, abusive conduct and retaliation. The Francophone Charter School will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has questions or concerns about these policies should talk with the school's Executive Director or President of the Francophone Charter School's Board of Directors. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of the Francophone Charter School prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination, abusive conduct, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

If you believe you have experienced discrimination, harassment, or abusive conduct you may file a Department of Fair Employment and Housing (“DFEH”) or Equal Employment Opportunity Commission complaint. For information contact the DFEH or EEOC. You may find their phone numbers in the phone directory.

PUBLIC RELATIONS

The success of the Francophone Charter School depends upon the quality of the relationship among the Francophone Charter School, its employees, students, parents and the general public. The public’s impression of the Francophone Charter School and its interest in our school will be formed in part, by the Francophone Charter School employees. The Francophone Charter School employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the Francophone Charter School and the Francophone Charter School’s services.

Below are several things employees can do to help leave people with a good impression of the Francophone Charter School.

These are the building blocks for our continued success:

- Communicate with parents regularly
- Act competently and deal with others in a courteous and respectful manner
- Communicate pleasantly and respectfully with other employees at all times
- Follow up on requests and questions promptly, provide business-like replies to inquiries and requests, and perform all duties in an orderly manner
- Respond to email and voicemail within 24 hours during the workweek.
- Take great pride in your work and enjoy doing your very best

WHISTLEBLOWER POLICY

The Francophone Charter School is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of the Francophone Charter School policy, specifically the policies contained in the Francophone Charter School Employee Handbook.

An employee who wishes to report a suspected violation of law or the Francophone Charter School policy may do so confidentially by contacting any member of the Francophone Charter School’s Board of Directors.

The Francophone Charter School expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of the Francophone Charter School. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: Executive Director or President of the Board of Directors. Any supervisor, manager, or Human Resources staff that receives complaints of retaliation must immediately inform the Executive Director or President of the Board Directors.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality, consistent with a full and fair investigation. The Executive Director and a member of Francophone Charter School of Oakland management will conduct or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings directly.

SECTION 4 – THE EMPLOYMENT PROCESS

EMPLOYEE CLASSIFICATIONS

Each Francophone Charter School employee is either a “full-time,” “part-time,” or “temporary” employee and an “exempt” or “non-exempt” employee. Some of the policies and benefits described in this handbook depend on whether the employee is full-time or part-time. Full-time employees are those employees regularly scheduled to work 30 hours or more each week. Part-time employees are those regularly scheduled to work less than 30 hours each week. Temporary employees are those employed for short-term assignments or in connection with a specific project or event. Temporary employees are not eligible for employee benefits, except those mandated by applicable law.

Every member of the team is designated as an “Instructional or Certificated employee” or “Non-Instructional or Classified employee.” Some of the policies and benefits described in this handbook depend on how the employee is designated.

Exempt employees: This category includes all regular employees who are determined by the School to be exempt from certain wage and hour provisions of state and federal laws. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work or time off in lieu of additional compensation.

Non-exempt employees: This category includes all regular employees who are covered by certain wage and hour provisions of state and federal laws. Non-exempt employees are entitled to overtime for hours worked beyond 8 hours in one workday or beyond 40 in one workweek, as well as meal and rest breaks as prescribed by law.

Instructional or Certificated Employee: Instructional or Certificated Employees are those employees hired by the Francophone Charter School for the primary purpose of instructing students.

Non-Instructional or Classified Employee: Non-Instructional or Classified Employees includes those employees hired by the Francophone Charter School that do not primarily instruct students, such as administrative, maintenance, assistants and other operational employees.

WORK SCHEDULES

Please refer to the current school calendar to see your annual work schedule. Instructional employees are expected to work all days that students are present and any days indicated as professional development days on the calendar. Non-instructional employees are expected to follow the same calendar, with some additional days of work during school breaks.

Instructional Employees:

The normal working hours for Instructional Employees at the school site is 15 minutes prior to the start of the instructional school day and until 30 minutes after the end of instruction. Instructional Employees may be required to work other than the normal hours and to take their lunch breaks on a rotating basis so that classes and student activities are always covered. There will occasionally be activities that will require teacher participation outside of regular business hours such as instructional prep, back to school night, school open houses, International Day of the Francophonie celebrations, afterschool/evening and Saturday family workshops or special meetings. In addition, teachers are encouraged attend at least two other school events to show they are part of the community.

The Executive Director must approve any exceptions to the regular work schedule for instructional employees.

Non-Instructional Employees:

The Executive Director will determine the normal working hours for non-instructional employees. Non-exempt, non-instructional employees are entitled to two ten (10) minute rest breaks and a thirty (30) minute meal break and are entitled to overtime pay as required by law. Non-instructional employees work year round.

Exempt employees, including the teachers will be expected to work the number of hours necessary to complete their assigned responsibilities.

WORKWEEK AND WORKDAY

The Francophone Charter School's workweek is from Sunday at 12:00 A.M. through the following Saturday at 11:59 P.M.

SCHOOL HOLIDAYS

The Francophone Charter School observes 20 paid holidays during the year:

- Martin Luther King Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- 10 days of Winter Break, which include Christmas Eve Day, Christmas Day, and New Year's Day

Unless otherwise provided in this policy, all Francophone Charter School employees* will receive time off with pay at their normal base rate for each observed holiday. Employees on a leave of absence are not eligible for holiday benefits that occur while on leave.

Temporary and part time employees are not eligible to receive holiday pay, unless otherwise provided for by specific agreement in writing.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Executive Director. The employee may use paid vacation leave if the employee has unused paid time off available, otherwise the holiday will be unpaid.

(*Note that exempt employees who work only during the academic calendar, such as teachers, are not scheduled to work during many of the above-listed holidays, and therefore are not eligible for holiday pay if worked.)

To qualify for holiday pay, all employees must work the last scheduled day before and the first scheduled day after the holiday unless the employee is absent:

- At the Supervisor's request/approval
- Due to closure of schools because of inclement weather
- Due to sickness with a doctor's note verifying need for absence
- Prior to or following Jury Duty or Bereavement Leave
- Due to a previously scheduled and approved vacation

EMPLOYEE EXPENSE REIMBURSEMENT

The Francophone Charter School will reimburse employees for certain reasonably necessary business expenses incurred in the furtherance of Francophone Charter School business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the school's policy regarding expenditures. In general, the Francophone Charter School must have previously approved all expenses. All receipts pertaining to the reimbursement must be original and detailed, and should be submitted to the Francophone Charter School for payment process.

ACADEMIC FREEDOM

Teachers must be free to think and to express ideas, free to select and employ materials and methods of instruction within the School's curriculum framework, free from undue pressures of authority, and free to act within his or her professional group. Such freedom should be used judiciously and prudently to the end that it is in concert with established community standards, the vision and mission of the school, and its charter, and promotes the free exercise of intelligence and student learning.

Academic freedom is not an absolute. It must be exercised within the basic ethical responsibilities of the teaching profession. Those responsibilities include:

- An understanding of our academic traditions and methods;
- A concern for the welfare, growth, maturity and development of children;
- The use of accepted scholastic methods; and
- Application of good taste and judgment in selecting and employing materials and methods of instruction.

ATTENDANCE/PUNCTUALITY

The presence or absence of each employee is of critical importance to the successful operation of the Francophone Charter School. Regular attendance and punctuality are considered an essential function of each position. Therefore, the Francophone Charter School expects all of its employees to be on time, ready to begin work at the beginning of their day, and to work the full allotted time they are assigned each day. Francophone Charter School reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment. Non-exempt employees are not allowed to perform work (for pay) at home or away from the Francophone Charter School unless specifically authorized for each occurrence by their supervisor. Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Attendance at school-sponsored functions is not compensated unless the supervisor has required you to attend and work at the function and has written approval from the Executive Director to provide the additional compensation. Employees violating these rules may be subject to disciplinary action up to and including termination.

The Francophone Charter School will provide reasonable accommodation to a qualified individual with a disability who has made the Francophone Charter School aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Francophone Charter School. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Executive Director. The Francophone Charter School encourages individuals with disabilities to come forward and request reasonable accommodation.

TIME RECORDS (NON-EXEMPT EMPLOYEES)

Non-exempt employees must accurately complete time records within the Francophone Charter School's timekeeping system. Each time record must show the exact time work began and ended, the meal periods taken, and your signature. Absences and overtime must be accurately identified on your time record. You cannot record time and/or submit a time record for another employee. Each employee must sign and submit his or her own time record. Employees must record all time actually worked; working off the clock is prohibited.

Exempt employees must report full days of absence from work. Deductions from an exempt employee's salary will be made only in accordance with applicable law. Employees should immediately contact the Office Manager with any questions concerning their pay so that inadvertent errors can be corrected.

MEAL PERIODS (NON-EXEMPT EMPLOYEES)

Non-exempt employees scheduled to work more than five hours in a day are given a 30-minute duty-free unpaid meal period. The meal period must be taken before the end of the fifth (5th) hour of work. The employee may waive this meal period if his/her workday will be completed within a total of six hours or less. To waive a meal period, the employee must receive prior written approval from the Executive Director and complete a "Meal Period Waiver" form.

If an employee's day exceeds ten hours of work time, the employee is entitled to an additional 30-minute duty-free meal break. The employee only may waive this second meal period if he/she has taken the required first meal break of at least 30 minutes and his/her workday will not exceed 12 hours. To waive the second meal period, the employee must receive prior written approval from the Executive Director and complete a "Second Meal Period Waiver" form.

Non-exempt employees must observe assigned working hours, the time allowed for meal periods, and report any missed meal period on that day's time record and to the employee's supervisor immediately. The meal period must be accurately recorded on the employee's time sheet. Meal periods are unpaid time and employees are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday.

REST PERIODS (NON-EXEMPT EMPLOYEES)

Non-exempt employees are authorized and permitted to take a 10-minute rest period for each four (4) hours of work or major portion thereof. Your supervisor may schedule your rest periods. Do not leave the premises during your rest period and do not take more than 10

minutes for each rest period. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off.

Hours Worked	Number of Rest Periods
3.5 hours to 6 hours	1 10-minute rest period
Over 6 hours to 10 hours	2 10-minute rest periods
Over 10 hours to 14 hours	3 10-minute rest periods

Employees desiring to express breast milk for the employee’s infant child will be provided a reasonable amount of break time and a secluded area so that this may be done in private. This break time shall coincide with the employee’s regularly scheduled break time to the extent possible. If a lactation break is taken outside of or extends beyond a paid break, a non-exempt employee must record the time on her timesheet as an unpaid break period.

Non-exempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period on the days’ time record and to the employee’s supervisor immediately. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

PAYDAYS

Paydays at the Francophone Charter School are the last day of the month for all staff. The Executive Director or his or her designee will distribute checks to those who do not have direct deposit. If a normally scheduled pay day falls on a weekend or holiday, paychecks will be distributed the preceding business day.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have automatic deposit for your paycheck, your funds will be deposited to the financial institution you requested by the end of business on the scheduled payday. While an automatic deposit may actually credit to your account before your actual “payday,” the school is not responsible for automatic payments or withdraws dated prior to your actual payday and you should not depend on early deposits of your pay.

If a wage order is received by the Francophone Charter School for one of the school’s employees, we are obligated by law to comply with the demand. The affected employee will receive notice from his or her supervisor or the Administrator as soon as possible.

PAYROLL WITHHOLDINGS

The Francophone Charter School is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Disability Insurance, and Medicare from each employee's paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, the Francophone Charter School must comply with that order within the time allowed by law, and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

The Francophone Charter School prohibits improper deductions from the pay of any employee. If an employee believes an error has been made in his or her pay or deductions the Francophone Charter School will work in good faith to resolve errors as soon as possible. The employee should notify the Executive Director of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then he or she should ask the Executive Director or his/her designee to explain it. The employee may change the number of withholding allowances he or she wishes to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W-4 form and submitting it to the Office Manager.

SECTION 5 – CONDITIONS OF EMPLOYMENT

IMMIGRATION LAW COMPLIANCE

The Francophone Charter School employs only those authorized to work in the United States in compliance with the Immigration and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present original documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Francophone Charter School within the past three years or if their previous I-9 is no longer retained or valid.

CREDENTIAL REQUIREMENTS

Francophone Charter School shall apply with applicable law regarding the credentialing of its teachers. Beyond applicable legal requirements, it shall be the goal of the School to retain credentialed teachers in all subject areas/grade levels. Accordingly, all employment is contingent upon verification and maintenance of any applicable credentials. If you are a credentialed team member, you must provide copies of your credential, transcripts, and test scores each fall prior to your first day of actual work. Failure to provide these documents may delay your ability to begin work.

You are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both the Executive Director and the School with verification of renewals in a timely manner. Failure to provide these updated documents to the school may result in suspension without pay until such time as the necessary documentation has been provided. If your current credential is issued by any foreign nation or state, you must obtain the appropriate California teaching credential issued by the [California Commission on Teacher Credentialing](#) in order to be qualified to begin instruction.

If you fail to obtain the appropriate credential, or allow a credential, certificate, registration, or required course deadline to expire, or if you fail re-certification, training, or testing, the Francophone Charter School is required to remove you from the work schedule until you meet the requirements or renew your credential. The School reserves the right to suspend you without pay until your credential is cleared, or release you from at-will employment as necessary.

TUBERCULOSIS TEST

Before the first day of employment, all new employees must have had a tuberculosis test as described in Education Code 49406 within the past 60 days. Employees transferring from other public or private schools within the State of California must either provide proof of an examination within the previous 60 days or a certification showing that he or she was examined within the past four (4) years and was found to be free of communicable tuberculosis. The current physician's statement must be on file in the office before the first day of employment. Failure to provide documentation on time may result in delay of your ability to begin work or termination.

Results of these tests are strictly confidential. TB Clearance is good for four years and it is the employee's responsibility to remain in compliance and ensure the school has a valid certificate on file.

The examination for applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant. The cost of the examination required for existing employees shall be a reimbursable expense. Employees should follow the School's reimbursement procedures.

CRIMINAL BACKGROUND CHECK

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

All employees must have Live Scan fingerprint results on file with the Francophone Charter School. Proof of Live Scan fingerprinting is a requirement of employment and the results must be provided to the Francophone Charter School **prior to** the first day of work with students. Live Scan fingerprinting 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 care of students, 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). Francophone Charter School will pay for the Live Scan fingerprinting and background checks for employees. Any and all information

obtained by the Francophone Charter School may be taken into consideration in evaluating one's suitability for employment, promotion, reassignment, or retention as an Employee.

The Francophone Charter School shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification.

The Francophone Charter School 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, students 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, the Francophone Charter School 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 the Francophone Charter School's lawful efforts to obtain relevant information, and may be disciplined up to and including suspension without pay and/or termination for failure to do so.

Employees with adverse background information (such as a criminal conviction) may be ineligible for employment with the Francophone Charter School. In case of a prior arrest or conviction, the employee must discuss the history of the arrest or conviction with the Executive Director. The employee may be required to provide proof of a mistake in the official records or provide official explanation of the nature of the offense.

For additional information on background checks, please contact the Executive Director.

SUBSEQUENT ARREST NOTIFICATION SERVICE

All employees are subject to "Subsequent Arrest Notification Service" by the DOJ once they have been fingerprinted for the Francophone Charter School. Any time an employee is arrested after his or her initial background clearance for the school, the DOJ will notify the school Executive Director and send the school the new CORI information. The Executive Director will evaluate the new information and determine whether it justifies suspension or termination of the individual's employment. At the discretion of the Executive Director, he or she can seek counsel from the Board of Directors and/or legal counsel, in closed session, in determining suitability for continued employment. After the evaluation has taken place and a decision has been made regarding the individual's suitability to continue employment, the CORI records received from the DOJ will be destroyed. Applicants will receive confidential notification of their suspension or termination. Those individuals who are suspended or terminated can make a

one-time appeal to the Executive Director for reconsideration if he or she feels there has been an error in the review of their record. The decision of the Executive Director is final.

CHILD ABUSE AND NEGLECT REPORTING ACT

Since our employees work directly with children, they are in a position to detect instances of child abuse and neglect. It is the Francophone Charter School's policy that all employees shall comply with the California State law regarding child abuse reporting procedures. Section 11166 of the California Penal Code mandates the reporting to designated authorities of cases of suspected child abuse as follows:

“Any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.”

While each employee has the responsibility to ensure the reporting of any child he/she suspects is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. Classroom teachers who become aware of suspected child abuse should request class coverage from the Main Office immediately and make reports to the administrators.

It is extremely important that Francophone Charter School employees comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA. In addition, any other person who voluntarily reports a known or suspected incident of child abuse or neglect will not incur civil or criminal liability unless it is proven that the report was false and the person knew the report was false or made the report with reckless disregard of its truth or falsity.

The Executive Director or his/her designee is available to answer any questions employees may have about their responsibilities under CANRA, or to assist an employee in making a report under CANRA. If an employee makes a report pursuant to CANRA without the Francophone Charter School's assistance, he or she is required to notify the Francophone Charter School of the report if it is based on incidents he or she observed or became aware of during the course and scope of his or her employment with the Francophone Charter School.

FIRST-AID AND CPR TRAINING

All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, coaches, non-core teachers, administrators) must receive, renew, and maintain basic first-aid and CPR certification by the first day of school for students. The Francophone Charter School will provide First Aid and CPR training for employed teachers, assistants and staff. Any employee required to be first aid certified and hired after the beginning of the school year will be required to provide proof of completion of both First Aid and CPR training prior to the first day of work.

For additional information on the training required, please contact the Executive Director or his/her designee.

PERSONNEL FILES

An employee or former employee (or designee) has the right to inspect or receive a copy of his or her personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to the Executive Director. All requests should be put in writing. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. Employer will respond to such a request within 30 days of receipt of the written request.

Employees are not entitled to inspect or copy: letters of reference, records that relate to an investigation of possible criminal activity, ratings, reports or records obtained prior to employment, prepared by examination committee members or obtained in connection with a promotional examination.

CHANGES IN EMPLOYMENT

An employee is responsible for notifying the Office Manager about changes in the employee's personal information and changes affecting the employee's status (for example, name changes, address or telephone number changes, marriages or divorces, etc.). This notification by the employee must occur as close to the change as possible, but no later than 30 days following the change.

SECTION 6 – PERFORMANCE

PERFORMANCE EVALUATIONS

Administrative and Classified Staff:

Performance evaluations generally are conducted annually to provide both employees and supervisors with the opportunity to discuss the employee's position, tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving performance. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increase in salary or promotions, or even continued employment. Salary increases and promotions are solely within the discretion of the Francophone Charter School and depend upon many factors in addition to performance.

Teachers:

At the start of each academic year, each Teacher will meet with the Executive Director to establish Performance Objectives for that school year. The Teacher will put these objectives in writing in accordance with a template to be provided by the Executive Director or his/her designate.

The Executive Director will then evaluate the Teacher's performance formally at least twice a year and on an ongoing basis informally. The evaluation will be based on factors, including but not limited to:

- classroom observation by the Executive Director (ED), Director of Curriculum and Instruction and/or the ED's designee,
- evidence of using formative assessments to improve instruction and student achievement,
- development of an annual professional development plan (PDP) and efforts made to achieve goals outlined in the PDP,
- quarterly data from report cards and summative assessments indicating that students are achieving at expected levels and are improving each quarter, and
- annual data from community surveys (including the Parent Annual Survey, Staff Annual Survey, and Student Annual Survey) indicating that the parents and students are satisfied with the teacher and that the teacher collaborates with other staff and is

supporting the mission and vision of the Charter School in classroom instruction and conduct.

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

Basis for Determining Pay

Several factors may influence your rate of pay. Some of the items the Francophone Charter School considers are the nature and scope of your job, what other employers pay their employees for comparable jobs (external equity), what the Francophone Charter School pays their employees in comparable positions (internal equity), and individual, as well as Francophone Charter School, performance. It is the Francophone Charter School's goal to have a current Job Description on hand for each employee that broadly defines the job responsibilities and essential functions for each position.

Wage or Salary Increases

Each employee's hourly wage or annual salary will be reviewed at least once each year. The employee's review date will usually be conducted on or about the end of the school or fiscal year. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion.

Increases will be determined on the basis of performance, adherence to school policies, and procedures, ability to meet or exceed duties per job description and achievement of performance goals.

Changes to the amount of an employee's wage or salary will become effective on the first regular pay period following the change.

SECTION 7 – LEAVES

FAMILY MEDICAL LEAVE (“FMLA”)/CALIFORNIA FAMILY RIGHTS ACT (“CFRA”)

Use of FMLA includes CFRA wherever mentioned and allowed by state or federal law. State and federal family and medical leave laws provide up to 12 workweeks of unpaid family/medical leave within a 12-month period under the following conditions:

- The employee has more than 12 months of continuous service;
- The employee has worked at least 1250 hours during the previous 12-month period before the need for the leave.

Leave may be taken for one of the following reasons:

- The birth of employee’s child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA)
- To care for the employee’s spouse, child, or parent who has a serious health condition (FMLA/CFRA)
- To care for the employee’s registered domestic partner (CFRA only)
- For a serious health condition that makes the employee unable to perform his or her job (FMLA/CFRA)
- For any “qualifying exigency” (as defined by federal regulation) because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation (FMLA only)
- An employee who is the spouse, son, daughter, parent or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member (FMLA only)

Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of leave may be taken, the School uses a rolling backward 12-month period. Under most circumstances, leave under FMLA and CFRA will run concurrently in all cases where the law allows and the eligible

employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

For a qualifying exigency or leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

Pregnancy, Childbirth or Related Conditions (ALSO SEE PDL POLICY)

FMLA will run concurrently with PDL. Once the pregnant employee is no longer disabled, she may apply for leave under the California Family Rights Act, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. California Family Rights Act leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the School will grant a request for a California Family Rights Act leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

Leave for Employee's Own Health Condition

Please contact the Executive Director as soon as you realize the need for family medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify the School at least 30 days before leave is to begin. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the School.

If the employee cannot provide 30-days' notice, the School must be informed as soon as is practical.

The School requires the employee to provide medical certification within 15 days of any request for family medical leave under state and federal law. The school may require recertification from the health care provider if additional leave is required. If the employee does not provide medical certification in a timely manner to substantiate the need for FMLA, the School may delay approval of the leave, or continuation thereof, until certification is received. If

certification is never received, the leave may not be considered FMLA and therefore not subject to the protections afforded by FMLA/CFRA.

Leave to Care for a Family Member

If the leave is needed to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider;
- Confirmation that the serious health condition warrants the participation of the employee.

When both parents are employed by the School, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the School will not grant more than a total of 12 workweeks family/medical leave for this reason. If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Inability of the employee to work at all or perform any one or more of the essential functions of his/her position because of the serious health condition.

The School will require certification by the employee's health care provider that the employee is fit to return to his or her job. Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

Leave Related to Military Service

A leave taken due to a “qualifying exigency” related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member’s health care provider.

Health and Benefit Plans

An employee taking family medical leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave for a maximum of 12 workweeks (26 workweeks if the leave is to care for a covered service member) at the same level and under the same conditions of coverage as if the employee had continued in employment for the duration of such leave. The School will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under FMLA/CFRA. In some instances, the School may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following FMLA leave.

Employees on FMLA who are not eligible for continued paid coverage may continue their group health insurance coverage through the School in conjunction with the federal COBRA guidelines by making monthly payments to the School for the amount of the applicable premium. Employees should contact the Office Manager for further information.

Payment is due five business days prior to month end.

Substitution of Paid Leave

Accrued sick leave may be substituted for unpaid leave in the event of an employee’s own serious health condition, to care for an eligible family member, or for the birth, adoption, or foster care of a child. Accrued vacation or PTO must be substituted for unpaid leave in the event of an employee’s need to care for an eligible family member, or for the birth, adoption or foster care of a child. Substitution of accrued paid leave does not extend the length of the leave.

Reinstatement

Under most circumstances, upon return from family medical leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and

other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. In addition, an employee has no greater right to reinstatement than if he or she had not been continuously employed rather than on leave. An employee's use of family medical leave will not result in the loss of any employment benefit that the employee earned before using FMLA.

Time Accrual

Employees on Family and Medical Leave Act/California Family Rights Act leave will not continue to accrue sick, vacation and/or PTO leave during unpaid FMLA/CFRA. Holidays will not be paid while on FMLA/CFRA.

If you have any questions regarding FMLA/CFRA, please contact the Office Manager.

PREGNANCY DISABILITY POLICY

You may take up to four months (17-1/3 weeks/693 hours for a full-time employee) of medically necessary pregnancy disability leave for pregnancy, childbirth or a related medical condition under California State law and (if eligible and you have not exhausted your entitlement) an additional 12 workweeks for non-pregnancy disability-related family medical leave under the California Family Rights Act (CFRA) for the purpose of baby-bonding. The first 12 workweeks of pregnancy disability run concurrently with the federal FMLA, if eligible. Any remaining FMLA leave will run concurrently with CFRA leave. The amount of leave will be pro-rated based on number of hours worked (i.e. a part-time employee working 20 hours per week would be entitled to 346.6 hours of leave).

Pregnancy, childbirth, or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave.

Any female employee planning to take pregnancy disability leave should advise the Executive Director as early as possible.

The individual should make an appointment with the Executive Director to discuss the following conditions:

- Employees who need to take pregnancy disability must inform the school when a leave is expected to begin and how long it will likely last. Employees will be required to

complete a "Request for Leave" form and provide medical certification. If the need for a leave is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave is to begin;

- Employees must consult with the Executive Director regarding the scheduling of any planned medical treatment in order to minimize disruption to the operations of the School. Any such scheduling is subject to the approval of the employee's health care provider. If 30 days advance notice is not possible, notice must be given as soon as practical;
- Upon the request of an employee and recommendation of the employee's health care provider, the employee's work assignment may be changed if necessary to protect the health and safety of the employee and her child;
- Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached;
- Pregnancy disability leave usually begins when ordered by the employee's health care provider. The employee must provide the School with medical certification from a health care provider within. The certification indicating disability should contain:
 - The date on which the employee became disabled due to pregnancy;
 - The probable duration of the period or periods of disability; and
 - A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons;

Returning from pregnancy leave will be allowed only when the employee provides a release to return to work from her health care provider.

Except to the extent that other paid leave is substituted for pregnancy-related disability leave, PDL is unpaid. An employee will be allowed to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave. An employee will be allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during a pregnancy disability leave. The substitution of sick pay and/or vacation/PTO pay for pregnancy disability leave does not extend the total duration of the leave to which the employee is entitled and which is supported by medical certification.

Duration of the leave will be determined by the advice of the employee's health care provider, but employees disabled by pregnancy may take up to four months (17-1/3 weeks/693 hours). Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of one (1) hour.

Unless the Francophone Charter School and the employee have already agreed upon the employee's return to work date, an employee who has taken a pregnancy disability leave or transfer must notify the Human Resources contact at least 30 days prior to her anticipated return to work or, as applicable, before her transfer back to her former position. An employee who timely returns to work at the expiration of her pregnancy disability leave will be reinstated to her former position, or a comparable position, whenever possible and consistent with applicable law. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

The Francophone Charter School will maintain its portion of group health insurance coverage that the employee was provided before the leave commenced on the same terms as if the employee had continued to work up to the maximum leave allotment allowed under the Pregnancy Disability Leave law (693 hours) and for the first 12 weeks of CFRA "Baby-Bonding Leave". The Francophone Charter School may recover premiums it paid to maintain health coverage if the employee does not return to work following pregnancy disability leave. Employees are still responsible to pay for their own portion of group health benefits premium. See the Office Manager to review the amount that employee will need to reimburse the school while on pregnancy disability leave.

Employees on pregnancy disability leave will accrue leave benefits, such as sick leave, vacation and/or PTO only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. No leave benefits shall accrue when the employee is in unpaid status.

Baby bonding leave is covered by the California Family Rights Act (CFRA). If the employee has not exhausted the full 12 weeks of her FMLA entitlement, a portion of the baby bonding leave may be protected under FMLA as well. The employee must complete a request for baby bonding leave. See the Office Manager for the proper form to use to request this leave. Prior to commencing baby bonding leave, the employee will be required to submit a certification from her health care provider showing that the employee is no longer disabled by pregnancy or childbirth, to the Office Manager.

MILITARY SPOUSE LEAVE

An eligible employee-spouse of a qualified service member is entitled to take ten (10) days unpaid leave during a period when the spouse is on leave from deployment during a period of military conflict.

An eligible employee must work an average of 20 hours per week; must provide notice of his or her intention to take the leave within two (2) business days of receiving official notice that the service member will be on leave; and submit written documentation certifying that the service member will be on leave during the time the leave is required.

The employee may use accrued vacation/sick or PTO for this leave.

WORKERS' COMPENSATION LEAVE

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the medical provider's recommendation. Workers' compensation leave will run concurrently with any other applicable medical leave of absence (FMLA/CFRA). Unless otherwise mandated by law, employees on a leave of absence of more than 4 months are responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA.

BEREAVEMENT LEAVE

The Francophone Charter School provides full-time employees up to three days paid bereavement leave, beyond sick or personal time, due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, domestic partner, dependent, sibling, stepsibling, grandparent or grandchild. If a funeral is more than 500 miles from your home, you may receive paid leave for five days with prior approval from your supervisor.

JURY DUTY LEAVE

Non-exempt employees may take an unpaid leave of absence for jury duty. Exempt 12-month employees may take up to 5 days of paid leave for jury duty. Exempt employees on a 10-month calendar are directed to postpone a summons to perform jury duty to the summer period.

Employees who receive a jury duty summons and who desire a written verification of this policy should contact the Office Manager. Employees who receive a jury duty summons and need to take time off must notify their supervisor immediately.

TIME OFF TO VOTE

The School will allow any non-exempt employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time without loss of pay to vote. The request must be made at least two (2) working days in advance. The time must be at the beginning or end of the employee's regular shift, whichever allows the most free time for voting and the least time off from work unless the School and the employee agree otherwise. The employee may be required to prove he or she is a registered voter.

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Vacation or personal hours which have accrued but not been used may be paid to the employee for this time off

SCHOOL ACTIVITIES LEAVE

The School encourages employees to participate in the school activities of their child(ren). The leave is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades 1 through 12 may take time off for a school activity;
- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each year;
- Employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If the School employs both parents, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;
- Employees must use existing vacation or personal leave in order to receive compensation for this time off;

- Employees who do not have paid time off available will take the time off without pay.
- Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed child care/day care facility.

If the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In compliance with California Labor Code section 230.7, no discriminatory action will be taken against an employee for taking time off for this purpose.

CRIME VICTIM LEAVE

Employees are allowed to be absent from work to attend judicial proceedings related to a crime if they are:

- A victim of a crime
- An immediate family member of a victim;
- A registered domestic partner of a victim; or
- The child of a registered domestic partner of a victim

An employee must give reasonable advanced notice to the school by providing documentation of the proceeding. Documentation may be any of the following:

- Notice from the court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim/witness assistance office advocating on the victim's behalf.

This leave is unpaid but the employee may choose to use accrued vacation, sick or personal time off (PTO). You will not be discharged or discriminated against because of an absence protected by this law.

DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT LEAVE

If you are a victim of domestic violence, you may take unpaid time off to obtain or attempt to obtain judicial relief, such as obtaining restraining orders, to help insure your health, safety or welfare or that of your child(ren). You must give the School reasonable notice unless advance notice is not feasible, and provide certification that you are seeking such assistance.

Certification may be sufficiently provided by any of the following:

- A police report indicating that you were a victim of domestic violence or sexual assault;
- A court order protecting or separating you from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that you appeared in court; or,
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you are undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision. The School will not discharge, discriminate or retaliate against an employee who exercises their rights under this law. The length of unpaid leave an employee may take is limited to 12 weeks in a 12-month period.

Employers are prohibited from discharging, discriminating or retaliating against an employee who is a victim of domestic violence or the victim of sexual assault for taking time off to seek medical attention, obtain services from a domestic violence shelter or program or rape crisis center, obtain psychological counseling, participate in safety planning, or temporary or permanent relocation.

MILITARY LEAVE

California's military leave laws, found at Military & Veterans Code section 389 *et seq.* and the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), found at 38 U.S.C. Section 4301 *et seq.* ensure that employees are not adversely affected in their employment after taking leave for military service. Employees who serve in the military and are entitled to a military leave of absence without pay from the School under applicable laws should notify the Executive Director regarding the need for military leave.

Please see the Office Manager for more information regarding job reinstatement rights upon completion of military service.

VOLUNTEER CIVIL SERVICE LEAVE

You are allowed to be absent from work to engage in volunteer emergency duty as a volunteer firefighter or emergency rescue personnel. This is an unpaid leave but the employee may use any earned sick, vacation and/or PTO.

SECTION 8 – BENEFITS

Sick Days. Sick leave is accrued by all employees, except temporary employees and/or contractors, including independent contractors. The School offers paid sick days to full-time employees at the rate of ten (10) days per school year. Two (2) of these days may be used as personal days. These days may be used for illness or personal leave, for no greater than 48 hours in one absence (absences greater than 48 hours require medical verification of illness or supervisor's approval if for personal leave).

Employees who work less than 1.0 FTE are entitled to prorated sick leave. For example, an employee who works 0.6 FTE receives six (6) days per school year (10 sick days x 0.6 FTE). For the purposes of calculating prorated sick leave for part-time employees, one full sick day will be defined as eight (8) hours. Part-time employees are entitled to take a prorated portion of a full 8 hour day. For example, a part-time employee who takes 4 hours as sick time, uses one half (1/2) of a sick day.

All employees must complete a request for personal leave at least one week prior to taking leave (it is strongly encouraged that employees request personal leave days with even greater advance notice when possible). Should an employee exhaust his or her discretionary days, additional unpaid days may be taken at a pro-rata share of the employee's salary. Sick days do not carryover from year-to-year and will not be paid out upon termination of employment.

Holidays (Instructional Staff). Instructional staff have holidays and vacations when staff are not scheduled to be at school, as shown in the school calendar.

Holidays (Year Round). Full-time year-round employees receive twenty (20) holidays (currently Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day and the Friday

before, July 4, Labor Day, Columbus or Veteran's Day, Thanksgiving and the day after, and 10 days for the Winter Break).

Vacation.

FULL-TIME EMPLOYEES: Full-time year-round employees are entitled to fifteen (15) vacation days annually, which shall accrue monthly. Vacation days may be used by the employee subject to the prior approval of the Executive Director. The employee is expected to take vacation during periods when teaching is not in session (e.g. holiday breaks) and during the summer break.

The annual accrual and carryover of vacation will be capped at twenty-two and a half (22.5) days. Once that "cap" is reached, no more vacation will accrue until such time as the employee has used enough time to fall below the cap. Vacation will begin accruing again at that point and no retroactive accrual will be made.

All unused vacation shall be paid out upon termination of employment.

PART-TIME EMPLOYEES: Part-time year-round employees (defined as employees who work less than 1.0 FTE) are entitled to prorated vacation days. For example, an employee who works 0.6 FTE will receive nine (9) vacation days annually. Prorated vacation days shall accrue monthly. Vacation days may be used by the employee subject to the prior approval of the Executive Director. The employee is expected to take vacation during periods when teaching is not in session (e.g. holiday breaks) and during the summer break.

The annual accrual and carryover of vacation will be capped on a prorated basis, based on a capped amount of twenty-two and a half (22.5) days for full-time employees. For example, an employee who works 0.6 FTE will have vacation capped at 13.5 days (calculated as 22.5 days X 0.6 FTE) Once that "cap" is reached, no more vacation will accrue until such time as the employee has used enough time to fall below the cap. Vacation will begin accruing again at that point and no retroactive accrual will be made.

INSURANCE BENEFITS

Full-time employees are entitled to insurance benefits offered by the Francophone Charter School. These insurance benefits will include medical, dental, vision and life and will begin within 30 days of the employee's first day of work. The school will set a defined contribution towards the employee's insurance premiums that are sponsored by the Francophone Charter School. This amount will be determined on an annual basis. The employee's portion of the

monthly premiums will be deducted from the employee's paycheck on a pre-tax basis. Should the employee wish to add additional persons to his/her health, dental, and/or vision coverage, he/she will be responsible for paying any additional premiums.

If medical insurance premium rates increase, employees may be required to contribute to the cost of the increase to retain coverage. Unless otherwise mandated by law, employees on a leave of absence of more than four (4) months are responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA.

Full-time employees will also be covered under a life insurance policy at no cost to the full-time employee. Additional voluntary insurance plans may be offered through the school that will be the employee's responsibility to purchase and pay for.

COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Francophone Charter School's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Francophone Charter School group rates plus an administration fee. The Francophone Charter School or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the Francophone Charter School's health insurance plan. The notice contains important information about the employee's rights and obligations.

RETIREMENT

Francophone Charter School of Oakland offers a 403(b) retirement plan. All staff will be educated about the investment opportunities on an annual basis and will have access to the status of their retirement plan at all times. More detail about the Francophone Charter School of Oakland retirement plan will be provided at employee intake.

STATE DISABILITY INSURANCE

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the Office Manager.

WORKER'S COMPENSATION INSURANCE

Eligible employees are entitled to workers' compensation insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee.

In the event of an occupational injury or illness (as defined under Workers' Compensation Law) an employee may be covered by workers' compensation insurance instead of group insurance.

If an employee should become injured or in any way disabled on the job, he or she must report the injury immediately to his or her supervisor. It is a felony to file a fraudulent or false workers' compensation claim.

SECTION 9 – EMPLOYEE COMMUNICATIONS

COMPUTER, EMAIL AND INTERNET POLICY

Every employee is responsible for using the Francophone Charter School's computer system, including, without limitation, its electronic mail (Email) system and the Internet, properly and in accordance with this policy. Any questions about this policy should be addressed to the Executive Director.

The computers that you use at work and the Email system are the property of the Francophone Charter School and have been provided for use in conducting Francophone Charter School business. All communications and information transmitted by, received from, created, or stored in its computer system (whether through word processing programs, Email, the Internet or otherwise) are Francophone Charter School records and property of the Francophone Charter School. The computer system is to be used for Francophone Charter School purposes only. Employees may, however, use Francophone Charter School technology resources for the following incidental personal uses so long as such use does not interfere with

the employee's duties, is not done for pecuniary gain, does not conflict with Francophone Charter School business, and does not violate any Francophone Charter School policies:

- To send and receive necessary and occasional personal communications;
- To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner;
- To use the telephone system for brief and necessary personal calls; and
- To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

No Expectation of Privacy

Although the Francophone Charter School does not wish to examine personal information, from time to time, the Francophone Charter School may need to access its technology resources. The Francophone Charter School has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, without limitation, reviewing documents created and stored on its computer system, deleting any matter stored in its system (including, without limitation, its Email and word processing systems), monitoring sites visited by employees on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing Email sent and received by users. Further, the Francophone Charter School may exercise its right to monitor its computer system for any reason and without the permission of any employee. Employee use of the Francophone Charter School's computer system constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the computer system (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from the Francophone Charter School's computers is not assured. Use of passwords or other security measures does not in any way diminish the Francophone Charter School's right to monitor and access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to the Francophone Charter School for any reason that the Francophone Charter School, in its discretion, deems appropriate. Further, employees should be aware that deletion of any Email messages or files would not truly eliminate the messages from the system. All Email messages

and other files may be stored on a central back-up system in the normal course of data management.

Employees should have no expectation of privacy in anything they create, store, send or receive on the computer system.

Notwithstanding the foregoing, even though the Francophone Charter School has the right to retrieve, read and delete any information created, sent, received or stored on its computer system, Email messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any Email messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of Executive Director.

Professional Use of Computer System Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write Email communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on Francophone Charter School letterhead. Because Email and computer files may be subject to discovery in litigation, employees are expected to avoid making statements in Email or computer files that would not reflect favorably on the employee or the Francophone Charter School if disclosed in litigation or otherwise.

Offensive and Inappropriate Material

The Francophone Charter School's policy against discrimination and harassment, sexual or otherwise, applies fully to the Francophone Charter School's computer system, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no Email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law. Further, material that is fraudulent, harassing, abusive, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in the Francophone Charter School's

computers. Employees encountering or receiving this kind of material should immediately report the incident to the Executive Director.

The Francophone Charter School may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by Francophone Charter School networks. Notwithstanding the foregoing, the Francophone Charter School is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an email address on the Internet may lead to receipt of unsolicited email containing offensive content. Users accessing the Internet do so at their own risk. Employees who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to the Francophone Charter School's blocking software.

Solicitations

The Francophone Charter School's computer system (including, without limitation, its Email system) may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from Executive Director or his/her designee is required before anyone can post any information on commercial on-line systems or the Internet.

Licenses and Fees

Employees may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of the Executive Director or his/her designee.

Games and Entertainment Software

Employees may not use a Francophone Charter School Internet connection to download games or other entertainment software, or to play games over the Internet.

Confidential Information

Employees may not transmit information over the Internet or through email that is confidential or proprietary. Employees are referred to the Francophone Charter School's "Confidential Information" policy, contained herein, for a general description of what the Francophone Charter School deems confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

Copyrights and Trademarks

The Francophone Charter School's computer system may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from the Executive Director or his/her designee. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor.

Any Francophone Charter School-approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices. Absent prior approval from a supervisor to act as an official representative of the Francophone Charter School, employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of the Francophone Charter School of Oakland."

Maintenance and Security of the System

Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related. In addition, employees should routinely delete outdated or otherwise unnecessary Emails and computer files. These

deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to the Francophone Charter School's network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to the Francophone Charter School's network.

Files obtained from sources outside the Francophone Charter School including disks brought from home; including files downloaded from the Internet, news groups, bulletin boards, or other online services; files attached to email; and files provided by customers or vendors, may contain dangerous computer viruses that may damage the Francophone Charter School's computer network. Employees should never download files from the Internet, accept email attachments from outsiders, or use disks from non-Francophone Charter School sources, without first scanning the material with Francophone Charter School-approved virus checking software. If you suspect that a virus has been introduced into the Francophone Charter School network, notify technology personnel immediately.

Violations of this Policy

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Amendment and Modification of this Policy

The Francophone Charter School reserves the right to modify this policy at any time, with or without notice. The Francophone Charter School may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources.

Acknowledgement

Employees acknowledge this policy by signing the receipt of this handbook.

SOCIAL MEDIA POLICY

The Francophone Charter School has adopted the following policy with regard to teacher behavior on social networking sites as it pertains to both teacher and student initiated communication. If you wish to use networking protocols as a part of the educational process, please work with your administrators and technology staff to identify and use a restricted, school-endorsed networking platform.

With regard to social networking content, teachers may not use commentary deemed to be defamatory, obscene, proprietary, or libelous with regard to any school-related business or policy, employee, student, or parent. Additionally, teachers will exercise caution with regards to exaggeration, obscenity, copyrighted materials, legal conclusions, and derogatory remarks or characterizations. Teachers will weigh whether a particular posting puts his/her effectiveness as a teacher at risk. The Francophone Charter School encourages teachers to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Teachers may not discuss students nor post images that include students.

Due to security risks, teachers must be cautious when installing the external applications that work with the social networking site. At a minimum, educators should have all privacy settings set to "Only Friends". The settings "Friends of Friends" and "Networks and Friends" open your content to a large group of unknown people, including students.

Personal or Professional Blogs

If you are developing a website or writing a blog that will mention the Francophone Charter School, you must identify that you are an employee of the organization and that the views expressed on the blog or web site are yours alone and do not represent the views of the Francophone Charter School. Unless given permission by the Executive Director, you are not authorized to speak on behalf of the Francophone Charter School or to represent that you do so. If you are developing a site or writing a blog that will mention the Francophone Charter School, as a courtesy to the school, please let the Executive Director know in advance of publication. The Executive Director may choose to visit your blog or social networking site from time to time.

You may not share information that is confidential and proprietary with regard to the Francophone Charter School. This includes, but is not limited to, information about curriculum, school dynamics, school programs, future goals, or current challenges within the organization.

These are given as examples only and do not cover the range of what the Francophone Charter School considers confidential and proprietary. If you have any questions about whether information has been released publicly or doubts of any kind, speak with the Executive Director.

When writing a blog or participating in any other social networking site, teachers will be required to speak respectfully about the Francophone Charter School and the school's current and potential employees, students, parents, and competitors. Do not engage in name-calling or behavior that will reflect negatively on the organization's reputation. Note that the use of copyrighted materials, unfounded, harassing, libelous, or derogatory statements, or misrepresentation is not viewed favorably by the Francophone Charter School and can result in disciplinary action, up to, and including termination.

All employees who engage in social networking are legally liable for anything he/she writes or presents online. Employees can be disciplined by the Francophone Charter School for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. You can also be sued by the Francophone Charter School's employees, competitors, and any individual or company that views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment.

This policy should not be construed, and will not be applied, in a manner that violates employee rights under the National Labor Relations Act.

Teachers may not comment on a student's blog or a student's other social networking commentaries.

Teachers or staff may not use trade names, or logos belonging to the school without express written permission of the Executive Director.

Failure to comply with the Francophone Charter School's social medial policy will result in disciplinary action, up to, and including, immediate termination.

EQUIPMENT POLICY

The Francophone Charter School attempts to provide all staff members with the equipment and supplies needed to do their job. Providing equipment is a great expense to the school. It is expected that everyone will protect and care for all equipment and supplies issued to them.

Staff members are responsible for the cost of lost, stolen, or broken items issued to them

including: keys, textbooks, teacher guides, laptops, and any other equipment that may be assigned to them or their classroom if the loss is due to willful misconduct or negligence.

LAPTOP COMPUTERS

Each full time exempt employee receives a laptop computer for use in carrying out day-to-day functions such as lesson planning, email, enhancing classroom instruction, and using school-provided software for administrative duties (i.e. tracking attendance, logging grades, posting comments, etc.). Employee-issued laptops are property of the Francophone Charter School. Employees are required to treat their laptops with great care. Laptops may never be left unattended or in unlocked classrooms. Employees are required to bring their laptop computers home with them each night. Upon termination of employment, employees understand and agree that they must promptly return their school-issued laptop to the school. Employees are responsible for reimbursing the school for the cost of lost or damaged laptops when the loss or damage is due to a violation of this policy or the willful misconduct or negligence of the employee.

Employees acknowledge and understand that the Francophone Charter School is the owner of the laptop and of all information contained on the laptop. Employees are discouraged from keeping personal information on their school-issued laptops or using the laptops for personal use. There should be no expectation of privacy with regard to a school-issued laptop and employees must return his or her laptop upon request by the school for regular maintenance.

PERSONAL PHONE AND PERSONAL CELL PHONE USE

While at work and during staff meetings, the employee's undivided attention is expected. Cell phones, texting, and pagers are not allowed so that the activities or discussion are not disturbed. Employees should wait to make personal phone calls during breaks. Friends and relatives should be discouraged from calling during business hours unless there is an emergency.

If you are required to perform business on a cell phone for the Francophone Charter School while driving, you must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending, writing, or reading text based communications on your cell phone while driving a School vehicle or your own vehicle to conduct School business is prohibited. Text based communications include, but are not limited to, text messages, instant messages and email.

We understand that cell phones and their apps can be useful in the classroom, and we expect you to use your professional discretion to use these tools appropriately.

NO SOLICITATION/DISTRIBUTION POLICY

In order to minimize non-work-related activities that could interfere with providing quality education, teamwork, and safety, the Francophone Charter School has established the following policy concerning solicitation and the distribution of written materials other than those directly related to school's business.

Non-employees may not solicit or distribute written materials of any kind at any time on premises that are owned, leased, operated, managed or controlled by the Francophone Charter School.

Employees may not solicit other employees during the workday when either the person doing the solicitation or the person being solicited is engaged in or required to be performing work tasks.

Employees may not distribute written materials of any kind during the workday when either the distributing employee or the employee receiving the materials is engaged in or required to be performing work tasks.

Additionally, distribution of written materials of any kind by Francophone Charter School employees is prohibited at all times in all working areas on school premises.

Employees may solicit other employees when both parties are on non-work time. Employees may distribute written materials in non-work areas during non-work time.

The sole exceptions to this policy are charitable and community activities supported and approved by the Francophone Charter School.

School bulletin boards are the only areas where any merchandise or notices may be placed. Such items must meet the guidelines established by the school. The Office Manager must approve any postings prior to posting.

The Francophone Charter School reserves the right to discontinue any solicitation or distribution if the activities become disruptive to employees or the efficient operation of the school's business.

Employees are required to leave school premises and other work areas at the completion of their workday. Employees are not permitted to enter or remain on school premises or work areas unless the employee is on duty, scheduled for work, coming to or departing from scheduled work, or otherwise has specific authorization from the Executive Director.

Definitions

School "premises": property owned, leased, operated, managed or controlled by the school, including buildings, parking lots, and play areas that the school has the right to use exclusively or in common with others, vehicles owned or operated by the school, and any location where school-sponsored activities are taking place, such as restaurants, banquet halls, athletic facilities, parks or other recreational facilities.

Work time: any time when employees are engaged in or required to be performing work tasks. Work time does not include break periods, meal times, or other periods during the workday when employees are properly not engaged in performing their work tasks.

Work areas: all areas controlled by the school where employees are performing work, except cafeterias, employee break areas, and parking lots (non-work areas).

Employee Responsibility

If you have a need to solicit and/or distribute materials on school premises, it must be in compliance with this policy. If you have questions, talk with the Office Manager. If solicitation or distribution is conducted within the parameters of this policy, the manner of activities must not harass or intimidate other employees. If you are subjected to such behavior at any time, report the activity to your supervisor. If solicitation or distribution occurs while you are working, report the activity to the Executive Director.

NEPOTISM POLICY

The Francophone Charter School permits the employment of qualified relatives of employees, of the employee's household or immediate family as long as such employment does not, in the opinion of the Francophone Charter School, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of

the employee's household. The Francophone Charter School will use sound judgment in the placement of related employees in accordance with the following guidelines:

Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.

Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.

The Board of Directors must approve any exceptions to this policy.

BUILDING SECURITY/SCHOOL KEYS

All employees who are issued keys to the office and classrooms are responsible for their safekeeping. These employees will sign a "Building Key Disbursement Form" upon receiving the key.

You will be assigned all appropriate building keys needed to conduct your daily job responsibilities. You are responsible for all keys. Duplication of any school key is not allowed and strictly prohibited. It is against School policy to loan or distribute your assigned keys to another employee or non-employee of the School. **If your school keys are lost, misplaced, destroyed, or stolen, you must report it immediately to the Executive Director.**

The last employee, or a designated employee, who leaves the office and /or the school site at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on school property after hours without prior authorization.

INTERNAL INVESTIGATIONS & SEARCHES

From time to time the Francophone Charter School may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with and assist in these investigations if required to do so.

Whenever necessary, in the Francophone Charter School's discretion, employees' work areas (*i.e.* desks, file cabinets, lockers, etc.) and personal belongings (*i.e.* brief cases, handbags, etc.) may be subject to a search without notice. Employees are required to cooperate. Because even a routine search for Francophone Charter School property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to the Francophone Charter School. The Francophone Charter School will generally try to obtain an employee's consent before conducting a search of work areas and personal belongings, but it may not always be able to do so.

VIOLENCE IN THE WORKPLACE

The Francophone Charter School has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the Francophone Charter School or which occur on the Francophone Charter School property will not be tolerated. Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at the Francophone Charter School or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

All threats or acts of violence occurring on Francophone Charter School premises, regardless of the relationship between the Francophone Charter School and the parties involved.

All threats or acts of violence occurring off Francophone Charter School premises involving someone who is acting in the capacity of a representative of the Francophone Charter School.

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy Francophone Charter School property
- Making harassing or threatening phone calls

- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapon

The Francophone Charter School's prohibition against threats and acts of violence applies to all persons involved in the Francophone Charter School's operation, including but not limited to personnel, contract, and temporary workers and anyone else, including parents on Francophone Charter School property. Violations of this policy by any individual on Francophone Charter School property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors, the Executive Director, or any member of the Board of Directors.

SECTION 10 – STANDARDS OF CONDUCT

PUBLIC IMAGE/DRESS CODE

Each employee must be neatly groomed and wear clothing that is professional and appropriate for the employee's position. Employees will not be permitted to wear clothing or otherwise present an appearance that may cause disruption, be taken as offensive or reduce productivity. The following items are considered inappropriate working attire for Francophone Charter School employees:

- Revealing shirts
- Short mini skirts
- Sheer clothing
- T-shirts with inappropriate or offensive gestures or advertising

The Executive Director will be the final arbiter of what is considered to be inappropriate attire. You may be required to return home to change clothing if deemed necessary. Non-exempt employees will not be paid for time away from work to change attire. If management occasionally designates "casual days," appropriate guidelines will be provided to you.

Consult your supervisor if you have any questions regarding appropriate attire.

PHYSICAL CONTACT WITH STUDENTS

It is the policy of the Francophone Charter School that no teacher or staff member will use corporal punishment against a student. This prohibition includes spanking, slapping, pinching, hitting or the use of any other physical force as retaliation or correction for inappropriate behavior. While the use of appropriate touching is part of daily life and is important for student development, a teacher and staff member must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that he or she not be touched, then that request must be honored without question. If the child or other staff member has not requested that they not be touched, then the following forms of touching are considered appropriate:

- Hugs initiated by the student
- Hugs given with permission
- Pats on the shoulder or back
- Hand-shakes
- “High fives” and hand slapping
- Touching shoulders and arms around the shoulder area
- Touching face to check temperature, wipe away a tear, and remove hair from face or other similar types of contact for similar purposes
- Patting a student on the knee (grades TK through 5)
- Sitting students on one’s lap (grades TK-2) for purposes of comforting the child
- Holding hands while walking with small children or children with significant disabilities
- Arms around shoulders
- Reasonable self defense
- Reasonable defense of another
- Reasonable restraint of a violent person to protect others or property

Except as discussed above, the following forms of touching are never appropriate:

- Inappropriate or lengthy embraces
- Kisses on the mouth
- Corporal punishment
- Sitting students on one's lap (grades 3 and above)
- Touching buttocks, chests or genital areas
- Pushing a person or another person's body part (other than in self defense, defense of another or property)
- Showing affection in isolated areas
- Wrestling with students or other staff-member
- Bench-pressing another person
- Tickling, piggyback rides or massages
- Any form of unwanted affection
- Any form of sexual contact
- Poking fingers at another person that results in an offensive contact

This policy does not prevent touching a student for the purpose of guiding them along a physical path, helping them up after a fall, engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another or the child or to protect property is legally allowed. Excessive force is prohibited.

An attempt to violate this policy by placing another person in reasonable apprehension that they will be a victim of one of the acts prohibited under this policy is also prohibited. A reasonable apprehension normally includes an overt act, but words alone may be sufficient to violate this policy if the words uttered were such that under the circumstances it could be reasonably assumed that physical contact would be attempted. Violation of this policy could

subject the teacher or staff member to discipline up to and including termination. This policy must necessarily be somewhat flexible. Sometimes, especially when dealing with younger children or children with a disability, touching is more appropriate. A touch for the purpose of helping (i.e. cleaning up a small child after a bathroom accident) may be appropriate in limited circumstances although clearly inappropriate in more general circumstances. An accidental touch is never inappropriate provided it is a true accident. It is impossible to define each and every instance when touching is inappropriate. Teachers and staff members should apply the rules of common sense in the circumstances they find themselves.

Reporting

When any staff member, parent, or student becomes aware of a staff member having crossed the boundaries specified in this policy, or has a strong suspicion of misconduct, he or she must report the suspicion to the Executive Director promptly. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

Investigating

The Executive Director will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior, using such support staff or outside assistance, as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all other privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible. The investigating administrator shall promptly notify the Governing Board in closed session of the existence and status of any investigations. Upon completion of any such investigations, the Executive Director shall report to the Governing Board any conclusions reached. The investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

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

CUSTOMER & PUBLIC RELATIONS

The school's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Executive Director.

PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the school. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the Francophone Charter School.

- Falsification of employment records, employment information, or other School records.
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's.
- Theft, deliberate or careless damage or loss of any school property or the property of any employee or customer.
- Provoking a fight or fighting during working hours or on school property.

- Participating in horseplay or practical jokes on school time or on school premises where such conduct might be a safety risk or might be interpreted as offensive.
- Carrying firearms or any other dangerous weapons on school premises at any time.
- Consuming, possessing, or being under the influence of alcohol and/or drugs during working hours or at any time on school property or job sites unless permission has been granted by the proper authorities.
- 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 a supervisor or member of management.
- Unreported absence on scheduled workdays.
- Unauthorized use of school equipment, time, materials, facilities, or the school name.
- Sleeping or malingering on the job.
- Failure to observe working schedules, including the required rest and meal periods.
- Engaging in criminal conduct whether or not related to job performance.
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.
- Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work.
- Failure of an employee to obtain permission to leave work for any reason during normal working hours.
- Abuse of sick leave.
- Making or accepting personal telephone calls during working hours except in emergencies.

- Failure to provide a physician's certificate when requested or required to do so.
- Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.
- Making derogatory racial, ethnic, religious or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on school premises or during working hours.
- Violation of any safety, health, security or school rule.
- Working overtime without authorization or refusing to work assigned overtime.

CONFIDENTIAL INFORMATION

You may, during the course of your duties be advised of certain confidential business matters and affairs of the School regarding its business practices, students, suppliers and employees. Your duties may also place you in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the School and not generally known to the public or competitors. Such proprietary information includes student information, competitive strategies, marketing plans, personnel information and financial information. You shall not, either during your employment with the School or any time in the future, directly or indirectly:

- Disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during your employment;
- Individually or in conjunction with any other person, firm, agency, school, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of the school;
- Without the written consent of the School, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of the School, except to the extent required in the ordinary course of your duties.

Upon termination of employment, employees are required to immediately return to the school all property of the school in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the school.

CONFLICTS OF INTEREST

In compliance with the Political Reform Act, California Government Code Section 87100 Francophone Charter School of Oakland of Oakland has adopted the following Conflicts of Interest Code.

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social and economic relationships with competitors, suppliers, customers, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment and morale problems.

Francophone Charter School of Oakland of Oakland has no prohibition against hiring relatives of staff members. However, to avoid potential conflicts of interest, relatives will not be hired, promoted, or transferred into positions in which there is a direct relationship between relatives. Relatives include the employee's spouse, children, parents, siblings, all in-laws, grandparents, grandchildren, stepparents, stepchildren, domestic partner, and any relative living in the household of the employee or domestic partner. Any employee involved in such situations or relationships must immediately and fully disclose the nature of the situation or relationship to the Executive Director so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

The Francophone Charter School of Oakland expects employees to devote their best efforts to the interests of the school. The Francophone Charter School of Oakland recognizes your right to engage in activities outside of your employment, which are of a private nature and unrelated to our business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at the Francophone Charter School of Oakland or create a conflict of interest with your statutory duty of loyalty to the school. The school prohibits employees from working with another school or external organization that

competes with the Francophone Charter School of Oakland whether as a regular employee or as a consultant.

If you have any questions whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact the Executive Director to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

Outside Employment

If you are a full time employee we expect that you devote your full professional effort to your position at the Francophone Charter School of Oakland. If you wish to participate in outside work activities you are required to obtain written approval from the Executive Director prior to starting those activities. Approval will be granted unless the activity conflicts with the Francophone Charter School of Oakland's interests. In general, outside work activities are not allowed when they:

- Prevent you from performing work for which you are employed at the Francophone Charter School of Oakland.
- Involve organizations that are doing or seek to do business with the Francophone Charter School of Oakland including actual or potential vendors.
- Violate provisions of law or Francophone Charter School of Oakland policies or rules.
- When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave).

Your obligations to the Francophone Charter School of Oakland must be given priority. Full time employees are hired and continue employment with the understanding that the Francophone Charter School of Oakland is their primary employer and that other employment, commercial involvement or volunteer activity that is in conflict with the business interests of the school is strictly prohibited.

DRUG AND ALCOHOL POLICY

It is the intent of the Francophone Charter School to promote a safe, healthy and productive work environment for all employees. The School recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations or School success.

The School complies with all Federal and State regulations regarding drug use while on the job. This policy prohibits the following:

- Use, possession, offer for sale, or being under the influence of illegal drugs or alcohol during working hours, including meal and break periods, or in the presence of pupils.
- Use, possession, offer for sale, or being under the influence of illegal drugs or alcohol on School property at any time.

Employees taking physician-prescribed medications, which impairs the employee's job performance, should not report to work. Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform his or her specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in his or her possession on the School premises any prescription medication other than medications currently prescribed by a physician for the employee.

SMOKING

All school buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as e-cigarettes, and vaping.

SECURITY

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of the Executive Director or other employees. Report any suspicious persons or activities to the Executive Director. Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time, and do not leave valuable and/or personal articles that may be accessible in or around your work area. Please report any problems with our security systems to the Executive Director.

PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on Francophone Charter School property. Vehicle break-ins are on the rise throughout California. Be cautious: keep personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

PERSONAL AUTOMOBILE

Employees who use their own automobiles for travel on authorized school business will be reimbursed for mileage at the rate established by the Internal Revenue Services. Employee must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

PERSONAL PROPERTY

The Francophone Charter School cannot be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on the Francophone Charter School's premises, including the parking area, or away from school property while on school business, Francophone Charter School employees are prohibited from using personal property for work-related purposes unless approved in advance by the Executive Director.

SAFETY POLICY

The Francophone Charter School is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or the Executive Director immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process or business practice for which the School is responsible, bring it to the attention of your supervisor or the Executive Director immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Executive Director regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and the Executive Director.

The Francophone Charter School has in place a written Injury and Illness Prevention Program as required by law. It is located in the main office for review.

ERGONOMICS

The Francophone Charter School has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the school will make necessary adjustments to an individual's workstation, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to the Office Manager.

CHEMICAL EXPOSURE WARNING

Employees should be aware that work areas might contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure in your work area, contact the Office Manager.

SECTION 12 – TERMINATION

VOLUNTARY TERMINATION

The Francophone Charter School will consider an employee to have voluntarily terminated his or her employment if the employee does any of the following: (1) elects to resign from the Francophone Charter School; (2) fails to return from an approved leave of absence on the date specified without notifying the school for the need for continued leave; or (3) fails to report for work without notice to the Francophone Charter School for three consecutive work days. The Francophone Charter School requests that employees provide at least two weeks written notice of a voluntary termination. All Francophone Charter School property must be returned immediately upon terminating employment. The Francophone Charter School retains the right to accept resignation immediately and pay the amount of straight time compensation an employee would have earned in lieu of further performance.

INVOLUNTARY TERMINATION

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct or other violations of the Francophone Charter School 's Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, pursuant to its at-will policy, the Francophone Charter School reserves the right to terminate any employee at any time, with or without advance notice and with or without cause.

DISMISSAL, DISCIPLINE, SUSPENSION AND TERMINATION OF EMPLOYMENT

The Francophone Charter School reserves the right to terminate any employee at any time, with or without cause or notice and nothing in this policy or handbook alters the at-will nature of employment with the Francophone Charter School.

The following list, while not complete, gives examples of behavior that can result in the immediate termination of employment. Employees should be aware that conduct not specifically listed below also might result in disciplinary action up to and including termination.

- Breaching confidentiality.
- Fighting, violence, or using abusive language or conduct that is hostile or disrespectful to a student, co-worker, supervisor, board member, volunteer, or any other persons associated or served by the school, including parents.

- Falsifying or altering school records or student achievement data
- Violating the school's equal opportunity or harassment policies
- Unauthorized use of school property.
- Unsatisfactory performance, where the employee has been given written notice of the deficiency and an opportunity to cure the deficiency;
- Unfit for service, including the inability to appropriately instruct students or associate with students;
- Insubordination;
- Falsifying or concealing information on employment records, employment information, an employment application, time record, or other Francophone Charter School record;
- Willfully or maliciously making false statements regarding any co-worker or Francophone Charter School employee, making threats or using abusive language toward fellow employees, supervisors, students, parents, or visitors, or otherwise violating Francophone Charter School's policy concerning workplace violence;
- Theft or the deliberate or careless damage or destruction of Francophone Charter School property, or the property of the Francophone Charter School 's employees, students or anyone on Francophone Charter School property;
- Possessing weapons on the Francophone Charter School's property at any time or while acting on behalf of the Francophone Charter School;
- Refusal to comply with any federal or state regulation or law, or refusal to comply with any Francophone Charter School policy or procedure;
- Possession of or being under the influence of illegal drugs or alcohol while performing any professional duties or when publicly representing the Francophone Charter School, such as at a professional conference, or otherwise violating the Francophone Charter School's Drug and Alcohol Policy;
- Engaging in criminal conduct whether or not related to job performance
- Gross negligence leading to the endangerment or harm of a child or children;

- Excessive absenteeism;
- Violating any safety, health, security, or school policy, rule, or procedure;
- Reduction in force or school closure.

EXIT INTERVIEWS

All employees who leave employment at the Francophone Charter School will be asked to take part in an exit interview with the Executive Director to communicate their challenges and growth while employed at the Francophone Charter School. Information shared during an exit interview will be treated as confidential.

VERIFICATION AND REFERENCE POLICY

All requests for employment verification, references or personal information verification or disclosures must be directed to the Executive Director. Only the Executive Director is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees.

With respect to verification requests, the Francophone Charter School will disclose only the dates of employment and the title of the last position held. The Francophone Charter School will verify or disclose additional information about the employee only if the employee provides written authorization for the Francophone Charter School to provide the information. However, the Francophone Charter School will provide information about current or former employees as required by law or court order. The Francophone Charter School will not provide any letters of reference for current or former employees unless deemed permissible by the Executive Director. Please refer all questions about this policy to the Executive Director.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

By my signature below, I acknowledge that I have received a copy of the Francophone Charter School's Employee Handbook, on the date indicated below and agree to my at-will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook.

I understand that the Employee Handbook contains important information regarding the Francophone Charter School's expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Employee Handbook does not provide a binding contract, but provides guidelines for personnel concerning some of the Francophone Charter School's policies.

Just as I am free to terminate the employment relationship with the Francophone Charter School at any time, the Francophone Charter School, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and the Francophone Charter School for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. This is the entire agreement between the Francophone Charter School and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with the Francophone Charter School, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook (including the at-will employment policy).

The Francophone Charter School reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook at any time with or without notice.

Other than the Francophone Charter School Board of Directors, no other entity or person has the authority to modify this employee handbook.

Employee Name (print): _____

Employee Signature: _____

Date: _____