

Francophone Charter School of Oakland



Employee Handbook

2020-2021

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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. 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.

Everything we do at Francophone should be with **grace** and **courtesy**. This also applies on how we handle conversations and electronic communications with parents, students and colleagues. We will always give each other the benefit of the doubt and assume positive intentions. We strive to communicate things from the positive point of view, instead of highlighting the negative aspects. We don't shy away from difficult and honest conversations, but we always start out by articulating the position of the person we are speaking to without using a 'but' in our conversations. The intent is for us to seek to understand first, and then to be understood.

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,

Kennedy Hilario
Executive Director/Head of School

GENERAL

This handbook has been written to serve as a guide for the employer/employee relationship. It applies to faculty and staff at the Francophone Charter School of Oakland (“the Francophone Charter School”, “the School” or “FCSO”). 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 FCSO document confers any contractual right, either express or implied, to remain in the 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 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.

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.

ANTI-HARASSMENT/DISCRIMINATION/RETALIATION PREVENTION

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

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment
- Deferential or preferential treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

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

The Charter School is committed to provide a workplace and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee, and disciplinary action up to and including suspension and/or expulsion for students.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

Each employee, volunteer, and student has the responsibility to maintain a workplace and educational environment free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct

that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Employees and students are expected to act in a positive and professional manner and to contribute to a productive school environment that is free from harassing or disruptive activity. Any employee or student who believes they have been harassed or has witnessed harassment is encouraged to immediately report such harassment to their supervisor or the Principal. See Attachment B for the "Harassment Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.

- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.

- Sexual or discriminatory displays or publications anywhere in the workplace or educational environment, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view at work or the educational environment.
 - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an individual by sex in an area of the workplace or educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

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

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

While in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities.

Compliance Officers

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure the Charter School's compliance with law:

Kennedy Hilario
Executive Director/Head of School
9736 Lawlor Street
Oakland, CA 94605
(510) 746-0700

The Executive Director or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible.

Employee Complaints

Employees may also direct their complaints to the California Department of Fair Employment and Housing ("DFEH"), which has authority to conduct investigation of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Commission ("FEHC") or file a lawsuit in court. Both the FEHC and the courts have authority to award monetary and non-monetary relief in meritorious cases. Employees can contact the nearest DFEH office or the FEHC by checking the State Government listings in the local telephone directory.

The Harassment Complaint form is included in Appendix A.

GENERAL COMPLAINT POLICY

Francophone Charter School of Oakland (“Charter School”) has adopted this General Complaint Policy to address concerns about the Charter School generally or regarding specific employees. For complaints regarding harassment or perceived violations of state or federal laws, please refer to the Charter School’s Policy Against Unlawful Harassment and/or the Charter School’s Uniform Complaint Procedures.¹ For all other complaints, this General Complaint Policy shall be followed.

It is in the interests of all that complaints are resolved at the earliest possible stage. Many issues can be resolved informally, without the need to invoke formal procedures. The Charter School will take informal concerns seriously and make every effort to resolve the matter as quickly as possible. On occasions when complainants would like to raise their concerns formally, this formal procedure will be invoked. This policy cannot guarantee that every problem will be resolved to the complainant’s satisfaction. However, the Charter School values each complainant’s ability to express concerns and the need for resolution without fear of adverse consequence to the complainant.

If complaints cannot be resolved informally, complainants may file a complaint with the Responsible Party (defined below) as soon as possible after the events that give rise to the complainant’s concerns. The complaint should set forth in detail the factual basis for the complaint. The complaint form appended to this policy may be used to help in that process. A complaint may also be made in person or by telephone. In such a case, to prevent any later disagreement over what was said, brief notes of meetings and telephone calls will be kept by the Responsible Party.

RESPONSIBLE PARTY

All complaints besides those against the Executive Director or School Board (“Board”): The complainant may bring the matter to the attention of the Executive Director, who will serve as the Responsible Party (also known as the ombudsperson). The Executive Director or his/her designee will then investigate the facts using the process listed below.

¹Uniform Complaint Procedures (UCP) cover violation of specific federal and state programs that use categorical funds such as Adult Education, After School Education and Safety, Agricultural Vocational Education, American Indian Education Centers, American Indian Early Childhood Education, Career Technical Education, Child Care and Development, Consolidated Categorical Aid, Foster Youth Services, Local Control Funding Formula and Local Control Accountability Plans, Migrant Education, Nutrition Services, Regional Occupational Centers, School Facilities, Special Education, Tobacco-Use Prevention Education, and Unlawful Pupil Fees are considered UCP complaints. Williams Complaints are another type of UCP complaint, and relate to instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of pupils, and teacher vacancy or misassignment. Williams Complaints may be filed anonymously. The Charter School has a separate complaint form available for UCP complaints, but will not reject a complaint if the form is not used as long as the complaint is submitted in writing.

Complaints against the Executive Director or Board: The complainant may bring the matter to the Chair of the Board, who may appoint one of the following as the Responsible Party: (1) a panel of three Board Members with no prior direct involvement with the complaint, or (2) a third party investigator. The Responsible Party will investigate the facts using the process listed below.

COMPLAINT PROCESSING

In processing the complaint, the Responsible Party shall abide by the following process:

1. Acknowledge the complaint within ten (10) school days of its receipt.
2. Use best efforts to ascertain the facts relating to the complaint. Where applicable, the Responsible Party will talk with the parties identified in the complaint or persons with knowledge of the particulars of the complaint to ascertain said facts. The Responsible Party will keep reasonable written records of meetings, telephone conversations, and other documentation.

Once the relevant facts have been established, the Responsible Party will produce a written response to the complainant. The Responsible Party may also meet with the complainant to discuss or resolve the matter before confirming the outcome in writing. This written response will be provided to the complainant fifteen (15) school days following acknowledgement of the complaint. However, in cases where this timeframe is not feasible, the Responsible Party will write to the complainant providing a revised target date. The written response will include a full explanation of the decision and the reasons for it. Where appropriate it will include information on what action the Charter School will take to resolve the complaint. The written response to the complainant will also advise the complainant that if s/he is not satisfied with the response and wishes to take the matter further, s/he should write to or notify the Chair of the Board in person or by telephone requesting an appeal within fifteen (15) school days of receiving the written response.

3. If the complainant requests an appeal, the Chair of the Board will establish a Complaints Appeals Panel ("CAP") within ten (10) days of receipt of the appeal. The CAP will be made up of either three Board Members or a third-party investigator, and CAP members will not have been involved in the complaint. The CAP will use a process they deem appropriate to ascertain the facts relating to the complaint and the initial decision. The CAP will conduct its work and issue a written decision to the complainant, the Responsible Party, and the Chair of the Board within fifteen (15) days of CAP formation. The decision of the CAP is final.

GENERAL REQUIREMENTS/GUIDELINES

- Timeliness: complaints should be made as soon as possible after concern arises.
- Confidentiality: All complainants will be notified that information provided in the complaint and thereafter gathered will be maintained in a manner as confidential as possible, but that, in some circumstances, absolute confidentiality may not be assured.
- Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
- Resolution: The Responsible Party will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

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

SECTION 2: POLICY FOR GENERAL COMPLAINTS GENERALLY AND THIRD PARTY COMPLAINTS (General Complaints and Complaints by Third Parties against Employees)

This section of the policy is for use when either a complaint does not fall under other complaint procedures or a third party (non-employee) raises a complaint or concern about the Charter School generally, or a Charter School employee.

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

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

1. The Executive Director or designee shall use his or her best efforts to ascertain the facts relating to the complaint. Where applicable, the Executive Director or designee shall talk with the parties identified in the complaint or persons with knowledge of the particulars of the complaint to ascertain said facts.

2. In the event that the Executive Director (or designee) finds that a complaint is valid, the Executive Director (or designee) may take appropriate action to resolve the problem. Where the complaint is against an employee of the Charter School, the Executive Director may take disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors of the Charter School. The decision of the Board of Directors shall be final.

The Form for General Complaints is in Appendix B.

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 Chair of the Board of Directors. Any supervisor, manager, or Human Resources staff that receives complaints of retaliation must immediately inform the Executive Director or Chair 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 depends 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. Exceptions must be pre-approved by the Executive Director and reflected on his/hers contract.

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 the following **eight (8) paid holidays** during the year:

- Martin Luther King Day
- President's Day
- Cesar Chavez Day (some time falls within Spring Break)
- Memorial Day
- Independence Day
- Labor Day
- Indigenous People's Day
- Veteran's Day

and twenty (20) paid days (that includes 3 additional holidays (New Years, Thanksgiving and Christmas):

- 5 days for Thanksgiving week
- 10 days of Winter Break, which include Christmas Eve Day, Christmas Day, and New Year's Day (or the day after New Year's Day if New Year's Day falls on a weekend)
- 5 days at Spring Break (plus 1 day for Cesar Chavez Day Holiday when it overlaps)

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 due to reasons below:

- 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.

The Francophone Charter School expects reimbursement requests within 60 days of incurring the expense. **Any reimbursement requests received after 60 days are not guaranteed to be paid.**

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 Operations Administrator 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 days' 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 Operations Administrator.

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 (<https://www.ctc.ca.gov/>) 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 Operations Administrator 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 their direct supervisor (Principal of Elementary/Middle School, and/or Principal of Early Learning Center) 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 their direct supervisor.

The Supervisor 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), Principal of Elementary and Middle School, and/or Principal of Early Learning Center.
- 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.
- Professional conduct, communication and teamwork among colleagues, administration, students and parents.

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, and availability in the budget.

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 Operations Administrator 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 Operations Administrator.

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 Operations Administrator 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 Operations Administrator 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 Operations Administrator.

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. Family members not listed above such as cousins or aunts are not included in the approved family members list.

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 Operations Administrator. 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 childcare/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 advance 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 Operations Administrator 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 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

BENEFITS

SICK DAYS

Sick leave is provided to all employees, including part-time and temporary employees. Sick days are available for use when employment begins and do not need to be accrued over time. Contractors and/or independent contractors are not considered employees and, as such, do not receive sick leave.

The School offers paid sick days to full-time employees at the rate of eight (8) days per school year. For the purposes of this policy, a "school year" begins July 1 and ends June 30. Sick days may be used for no greater than 48 hours in one absence (absences greater than 48 hours require medical verification of illness). Should an employee exhaust his or her paid sick days, additional unpaid days may be taken.

Part-time employees who work less than 1.0 FTE but more than 0.6 FTE are entitled to forty (40) hours or five (5) days of sick time. Part-time and temporary employees who work 0.6 FTE or less are entitled to twenty-four (24) hours or three (3) days of sick time. All part-time and temporary 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 part-time and temporary employees must report the number of hours taken as sick time on each time sheet.

Employees who begin employment after the beginning of the school year, as defined above, are entitled to a prorated amount of sick days. This prorated amount will not be less than twenty-four (24) hours or three (3) days of sick time.

An employee is entitled to use sick days for employee's own or a family member for the diagnosis, care or treatment of an existing health condition or preventative care or for specified purposes for an employee who is a victim or domestic violence, sexual assault, or stalking. Sick days do not carryover from year-to-year and will not be paid out upon termination of employment.

Retaliation or discrimination against an employee who requests or uses paid sick days is prohibited. An employee may file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee for exercising these rights or other rights protected under the Labor Code.

HOLIDAYS

Instructional Staff

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

Year Round

Full-time year-round employees receive twenty-eight (28) days of paid time off, which includes 11 Holidays. Please see page 18 for a complete list of these 28 days including Holidays.

Non-instructional employees are expected to work on some days during the Thanksgiving, Winter or Spring break in order to satisfy submission of compliance reports to outside entities.

VACATION

There is no legal requirement in California that an employer provide its employees with either paid or unpaid time

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 and part-time employees working 20 hours, or more 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 shall total \$1.00 and 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, Francophone will only cover up to 80% of all premiums as calculated by our insurance carrier. This coverage may change depending on insurance premium costs and FCSO ability to pay for it.

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 and part-time employees working 20 hours, or more will also be covered under a life insurance policy at no cost to the full-time employee. We offer a Flexible Spending Account (FSA) that allows pre-tax contributions to an FSA account that can be used for eligible employee and dependent health care expenses. 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 Operations Administrator.

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 mealtimes 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. In order that the activities or discussion are not disturbed, cell phones, texting, and pagers are not allowed during these times. 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 Operations Administrator 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, mealtimes, 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 Operations Administrator. 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.* briefcases,

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 clothing
- Clothing 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
- Handshakes
- "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 another 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 Cardiopulmonary 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 timecard, 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'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.
- Involve organizations that are doing or seek to do business with the Francophone Charter School including actual or potential vendors.
- Violate provisions of law or Francophone Charter School 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 must be given priority. Full time employees are hired and continue employment with the understanding that the Francophone Charter School 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.

SECTION 11 – SAFETY

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 Operations Administrator.

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 Operations Administrator.

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: _____



Francophone Charter School of Oakland
Harassment Complaint Form

FORM INSTRUCTIONS

It is the policy of Francophone Charter School of Oakland (“Charter School”) that all individuals be free from harassment including sexual harassment. This form is provided for you to report what you believe to be harassment, so that the Charter School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment.

If you are an employee of the Charter School, you may file this form with the Executive Director or Board President. If you are a student/parent, you may file this form with the Executive Director, or if the complaint involves the Executive Director, the Board President.

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

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

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

Charges of harassment are taken very seriously by the Charter School both because of the harm caused to the person harassed, and because of the potential sanctions that may be taken against the harasser. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

GENERAL INFORMATION

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed you or someone else:

List any witnesses that were present:

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Date:

Signature of Complainant:

Print Name

Received by: _____ Date: _____



Your Name: _____

Date: _____

Date(s) of alleged incident(s):

Name of Person(s) you have a complaint against:

Names of witness(es) if

any: _____

Where did the incident(s) occur?

Please describe the circumstances, events, or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.). **Please also state your preferred remedy.** Attach additional pages, if needed.

I hereby authorize the Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in

this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action which could lead to termination.

Signature of Complainant

Date

Print Name

To be completed by Charter School:

Received by: _____

Date: _____