

# Northern United Charter Schools

## Employee Policy Handbook



2021-2022

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## Acknowledgement of Receipt of Policy Handbook

PLEASE READ THE POLICY HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE PERSONNEL OFFICE

**EMPLOYEE NAME** \_\_\_\_\_

I ACKNOWLEDGE that I have received a copy of the Policy Handbook. I have read and understand the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook. I also understand that if I am ever unclear on any language, policies, or procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of Northern United Charter Schools' policies and benefits and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the school. In the event I do have a work agreement which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the school.

I understand that other than the School Director, no person has authority to enter into or end any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will. Only the School Director has the authority to make any such agreement and then only in writing.

Employee Signature: \_\_\_\_\_ Date \_\_\_\_\_

**Please sign, date, and return original to the Personnel Office.**

Retain this Handbook for your reference.

## **E-01 At-Will Employment Policy**

Adopted 10/14/2021

Employees of Northern United Charter Schools are hired on an “at-will” basis. The employment relationship between the employee and the Charter School may be terminated at any time, with or without cause and with or without advance notice. Termination of employment must be in writing and given to the employee, and/or to the Northern United Charter Schools’ School Director. No supervisor, manager or representative of Northern United Charter School other than the School Director, has the authority to enter into or end any agreement for employment for any specified period of time or to make any promises or commitments contrary to the foregoing. Any employment agreement entered into by the School Director will not be enforceable unless it is in writing.

Nothing contained in the Employee handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the school to have “cause” to terminate an employee or otherwise restrict the school’s right to release an employee from their at-will employment with the school. Statements or specific grounds for termination set forth in this handbook or elsewhere are not all-inclusive and are not intended to restrict the school’s right to terminate at-will.

No school representative, other than the Northern United Charter Schools’ School Director is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the school.

This policy shall not be modified by any statements contained in the Employee Handbook or employee application, school memoranda or any other materials provided to employees in connection with their employment. No document, whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

## **E-02      Equal Employment Opportunity Policy**

Adopted 10/14/2021

Northern United Charter Schools is an equal opportunity employer. It is the policy of Northern United Charter Schools to provide equal employment and advancement opportunities to all qualified individuals without regard to

Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);

Color;

Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);

Religious creed (including religious dress and grooming practices);

National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);

Genetic information;

Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);

Sexual orientation;

Age (forty (40) or over);

Physical or mental disability (including HIV and AIDS);

Marital/registered domestic partner status;

Medical condition (including cancer and genetic characteristics);

Taking a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;

Military and veteran status; or

Any other consideration made unlawful by federal, state or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

Northern United Charter Schools will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

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



## **E-03      Outside Employment Policy**

Adopted 10/14/2021

It is the position of Northern United Charter Schools that holding multiple jobs is not in the best educational interest of students and creates a potential conflict of interest on several levels. Therefore, an Employee may maintain employment with Northern United Charter Schools as long as he/she satisfactorily performs his/her job responsibilities and no conflicts of interest arise. However, those employees who choose to work for both Northern United Charter Schools and another organization requiring overlapping hours during a normal school work schedule will be held to a .5 student load (12-15 students) with Northern United Charter Schools.

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

Additional employment that conflicts with an employee's work schedule, duties and responsibilities of the school.

Additional employment that creates a conflict of interest or is incompatible with the employee's position with the school.

Additional employment that impairs or has a detrimental effect on the employee's work performance with the school.

Additional employment that requires the employee to conduct work or related activities on the school's property during the employee's work hours or using school facilities and /or equipment; and

Additional employment that directly or indirectly competes with the business or the interests of the school.

Teachers who are employed with another charter school are required to disclose this information to the p Northern United Charter Schools' personnel office.

If Northern United Charter Schools determines that an employee's outside work interferes with performance or the ability to meet the requirements of Northern United Charter Schools, the employee may be asked to terminate the outside employment if he/she wishes to continue employment with the Charter School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the school explaining the details of the additional employment. If the additional employment is authorized, Northern United Charter Schools assumes no responsibility for it.

Northern United Charter Schools shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

## **E-04 Tuberculosis Testing**

Adopted 10/14/2021

All employees of Northern United Charter Schools must submit written proof, from a physician, of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for tuberculosis consists of an approved TB test, which if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs.

All employees will be required to undergo TB risk assessment and, if risk factors are found, an examination at least once every four (4) years. TB risk assessment and, if indicated, the examination is a condition of initial employment with Northern United Charter Schools and the cost of the initial risk assessment and exam will be the responsibility of the employee. Volunteers may be required to undergo a TB examination as necessary.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

## **E-05 Criminal Background Check Policy**

Adopted 10/14/2021

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

# **E-06 Employee Conduct and Termination of Employment Policy**

Adopted 10/14/2021

## **Rules of Conduct**

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

Insubordination- refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.

Inefficiency- including deliberate restriction of output, carelessness or unnecessary waste of time or material, neglect of job, duties or responsibilities.

Unauthorized soliciting, collecting of contributions, distributions of literature, written or printed matter is strictly prohibited on school property by non-employees and by employees. This rule does not cover period of times when employees are off their jobs such as lunch periods or break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.

Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of school property.

Fighting (verbal or physical) or instigating a fight on school premises.

Violations of the drug and alcohol policy.

Using or possessing firearms, weapons, or explosives of any kind on school premises.

Gambling on school premises.

Tampering with or falsifying any report or record including but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.

Recording the timecards, when applicable, of another employee or permitting or arranging for another employee to record the timecard.

Use of profane, abusive or threatening language in conversations with other employees, students, and /or intimidating or interfering with other employees.

Conducting personal business during business hours and /or unauthorized use of telephone lines for personal calls.

Excessive absenteeism or tardiness excused or unexcused.

Posting any notices on school premises without prior written approval of the administration, unless posting is on a school bulletin board designated for employee postings.

Immoral or indecent conduct.

Conviction of a criminal act.

Engaging in sabotage or espionage (industrial or otherwise).

Violations of the sexual harassment policy.

Failure to report a job-related accident to the employee's supervisor or failure to take or follow prescribed tests, procedures, or treatment.

Sleeping during work hours.

Release of confidential information without authorization.

Any other conduct detrimental to other employees or the school's interests or its efficient operations.

Refusal to speak to supervisors, administration, or other employees.

Dishonesty.

Failure to possess or maintain the credential/certificate required of the position.

Failure to meet with students and families without prior authorization.

Failure to submit independent study paperwork in accordance with school defined timelines.

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

## **Off –Duty Conduct**

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

## **Termination of Employment**

Should it become necessary for an employee to terminate their at-will employment with the Charter School, employees should notify the School Director regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their at-will employment, they will be entitled to all earned but unused vacation pay (if eligible). If an employee is participating in the medical and /or dental plan, they will be provided information on their rights under COBRA.

## **E-07      Hiring Policy**

Adopted 10/14/2021

Northern United Charter Schools recognizes that all personnel work closely with students in carrying out the educational goals of the Charter School. The Northern United Charter Schools' School Director or his/her designee shall ensure that the duties, responsibilities, and the school's expectations for all positions are clearly defined and made known to each employee.

The Northern United Charter Schools' School Director or his/her designee shall be responsible for establishing recruitment, selection and appointment procedures pursuant to the standards established by the Northern United Charter Schools' Board of Directors.

The Northern United Charter Schools' School Director or designee shall recruit candidates for open positions based on an assessment of the School's needs for specific skills, knowledge, and abilities.

The Northern United Charter Schools' School Director or designee shall develop selection procedures that identify the best possible candidate for each position based on screening processes, interviews, observations, and recommendations from previous employers.

No inquiry shall be made with regard to the age, gender, race, ethnicity, religion, national origin, medical condition, disability or sexual orientation of a person seeking employment. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job.

Northern United Charter Schools' employment practices shall not discriminate against legal non-citizen residents. Inquiries to assure employment eligibility shall be made in accordance with law and school policy.

Each staff member shall be held accountable for duties assigned to him/her and shall undergo regular evaluations in accordance with school policy.

## **E-07a      Hiring Procedure**

Adopted 10/14/2021

Northern United Charter Schools will strive to employ highly qualified persons for each position and shall engage in fair and sound personnel practices in the appointment of all employees.

It is incumbent on the staff members who are involved in the selection process to recommend only those candidates who are properly qualified for the position and who, based on appropriate screening devices, interviews, observations, and recommendations, can be expected to perform professionally and competently.

For the hiring of any new employee of Northern United Charter Schools the following procedures must be followed:

- Before the recruitment of any potential candidate can take place, the School Director must approve the need for a new position.
- The School Director or designee shall recruit candidates for the position based on the school's needs for specific skills, knowledge, and abilities.
- The School Director shall identify the best possible candidate based on screening processes, interviews, observations, and recommendations from previous employers.
- Upon approval from the School Director, a hiring package will be sent to the selected candidate.
- At this time a criminal background check will be completed and upon the submission of the appropriate paperwork, a hiring agreement will be sent out to the selected candidate.
- The Northern United Charter Schools' School Director will then present the candidate to the Northern United Charter Schools' Board of Directors for appointment.

## **E-08      Certification and Licensure**

Adopted 10/14/2021

All Northern United Charter Schools' teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other California public schools would be required to hold.



## **E-09 Paraprofessional Policy**

Adopted 10/14/2021

It is the policy of Northern United Charter Schools to hire qualified paraprofessionals to work with students. All paraprofessionals who are used in an instructional capacity such as contract tutors or instructional assistants must provide supporting documentation to include:

High School Diploma (or its recognized equivalent) and

One of the following:

- Two (2) years of college with at least 48 units.
- An Associate of Art Degree or higher degree of education
- Met a rigorous standard of quality and be able to demonstrate, through a formal state or local academic paraprofessional assessment, the knowledge of and the ability to assist in instructing: reading, writing, and mathematics or as appropriate, reading readiness, writing readiness, and mathematics readiness.

Paraprofessionals hired on or before January 8, 2002, and working in a program supported with Title I, Part A funds must meet these requirements by January 8, 2006. (*Section 1119(c) and (d) of Title I*)

Paraprofessionals who only serve as translators or who only conduct parental involvement activities must have a secondary school diploma or its equivalent but do not have to meet the additional requirements. (*Section 1119(e)*)

## **E-10      Employment of Retired Employees Policy**

Adopted 10/14/2021

It is the policy of Northern United Charter Schools to comply with all STRS/PERS guidelines for retiring employees.

The re-hiring of a retired employee will be reviewed on a case-by-case basis and is subject to the approval of the Northern United Charter Schools' School Director or designee.

The Northern United Charter Schools' Personnel Office will review the employee's status throughout the year to ensure that the maximum earnings are not exceeded.

## **E-11      Employment of Relatives**

Adopted 10/14/2021

In order to preclude situations which could bring about a conflict of interest for employees of Northern United Charter Schools, an employee shall not be appointed to a position where a member of his/her immediate family maintains supervisory or evaluation responsibilities for the position.

Immediate family members may be employed at the same department or work location with the approval of the Northern United Charter Schools' School Director.

# E-12 Pay Schedule Policy

Adopted 10/14/2021

Northern United Charter Schools values the hard work and commitment that our teachers and support staff give to our students and school.

Increases will not automatically occur every year.

Increases to the Pay Schedule will be considered each year and will be given if the overall school budget allows.

The Northern United Charter Schools' School Directors approval is required for all employee pay increases.

The total number of days listed on an employee's work agreement is the minimum number of days that an employee is required to work. All employees are expected to work the number of days specified on their work agreement unless prior approval by the School Director or designee is obtained.

Exceptions to the placement of an employee on the pay schedule can be reviewed and granted on a case-by-case basis by the Northern United Charter Schools' School Director.

Changes to the initial placement of an employee can be reviewed by the School Director on a case-by-case basis.

The following guidelines will be followed when hiring all new employees:

## Certificated Staff

Non-center based teachers will be paid per student based on full time equivalent of 25 students. All full time placements in this area will work 7 hours per day for 183 days.

PLEASE NOTE: When being placed on the pay schedule is being determined, only five (5) years of experience will be considered at the time of hire.

Center-based teachers will be paid based on the center's overall budget and number of students being served. All full time placements in this area will work 7 hours per day for 183 days.

School-wide instructional position will be placed on the specialist or special education teacher line. All full time placements in this area will work 7 hours per day for 190 days. Full time equivalent will be based on 20 students for special education teachers.

Administrators that hold an administrative credential will be placed on the Director or Regional Director line. Placements will depend on the years of service as an administrator. All placements on this line will work a minimum of 220 days at 8 hours per day. All placements will be considered 12 month employees.

Counselors will work a minimum of 190 days. All full-time placements on this line will work 7 hours per day.

## Classified Staff

Classified Employees hired in a "by hour" capacity will be placed on Column I of the classified pay schedule under the position they are being hired for. The number of days per position will vary but are not to exceed the number of days listed below unless prior approval by School Director or designee is obtained.

Regular Instructional Aide

180 days

Special Education Instructional Aide	180 days
Office Clerk I/Secretary	180 days
Administrative Assistant	180 – 260 days
Accounts/Record Technician	180 days
Custodian	260 days
Food Services	180 days
Technology	180 days
Behavioral Support Assistant	180 days

Classified Employees hired in a salary position will be placed on Column I of the classified salary pay schedule unless prior approval from the School Director or designee is obtained. These positions will be required to work 220 - 260 days dependent on the position employee is being hired for.

Classified employees hired for tutoring and small group instruction will be paid according to the Tutor/SGI rates on the pay schedule.

Classified employees are not eligible to receive twelve (12) checks if they are a ten (10) month employee.

## **E-13 Whistleblower Policy**

Adopted 10/14/2021

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

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

## **E-14      Immigration Compliance**

Adopted 10/14/2021

Northern United Charter Schools will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, Northern United Charter Schools will not check the employment authorization status of current employees or applicants who were not offered positions with the Charter School unless required to do so by law.

Northern United Charter Schools shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the Charter School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the Charter School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the Charter School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

## **E-15 Professional Boundaries: Staff/ Student Interaction Policy**

Adopted 10/14/2021

Northern United Charter Schools recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

### **Corporal Punishment**

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of school personnel:

Examples of **PERMITTED** actions (not corporal punishment):

- Stopping a student from fighting with another student;
- Preventing a student from committing an act of vandalism;
- Defending yourself from physical injury or assault by a student;
- Forcing a student to give up a weapon or dangerous object;
- Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve the coordination, agility, or physical skills;
- Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

Examples of **PROHIBITED** actions (Corporal Punishment):

- Hitting, shoving, pushing, or physically restraining a student as a means of control;
- Making unruly students do push-ups, run laps, or perform other acts that cause pain or discomfort as a form of punishment;
- Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

### **Acceptable and Unacceptable Staff/Student Behavior**

This policy is intended to guide all Northern United Charter Schools' staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.



For purposes of this policy, the term “boundaries” is defined as acceptable professional behavior by all staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

### **Duty to Report Suspected Misconduct**

When any employee reasonably suspects or believes another staff member may have crossed the boundaries specified in this policy, he/she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

### Examples of Specific Behaviors

The following examples are not an exhaustive list:

### **Unacceptable Staff/Student Behaviors (Violations of this Policy)**

- Giving gifts to an individual student that are of a personal and intimate nature;
- Kissing of any kind;
- Any type of unnecessary physical contact with a student in a private situation;
- Intentionally being alone with a student away from the school;
- Making or participating in sexually inappropriate comments;
- Sexual jokes;
- Seeking emotional involvement with a student for your benefit;
- Listening to or telling stories that are sexually oriented;
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding;
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

### **Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission**

(These behaviors should only be exercised when a staff member has parent and supervisor permission).

- Giving students a ride to/from school or a school activity;
- Being alone in a room with a student at school with the door closed;
- Allowing students in your home.

### **Cautionary Staff/Student Behaviors**

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

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

### **Acceptable and Recommended Staff/Student Behaviors**

- Getting parents' written consent for any after-school activity;
- Obtaining formal approval to take students off school property for activities such as field trips or competitions;
- Emails, text, phone and instant messages to students must be professional and pertain to school activities or classes (communication should be limited to school technology);
- Keeping the door open when alone with a student;
- Keeping reasonable space between you and a student;
- Stopping and correcting students if they cross your own personal boundaries;
- Keeping parents informed when a significant issue develops about a student;
- Keeping after-class discussions with a student professional and brief;
- Asking for advice from an administrator if you find yourself in a difficult situation related to boundaries;
- Involving your supervisor or administrator if conflict arises with a student;
- Informing the Northern United Charter Schools' School Director or designee about situations that have the potential to become more severe;
- Make detailed notes about an incident that could evolve into a more serious situation later;
- Recognize your responsibility to stop unacceptable behavior of students or co-workers;
- Ask another staff member to be present if you will be alone with any type of special needs student;
- Ask another staff member to be present when you must be alone with a student after regular school hours;
- Give students praise and recognition without touching them;
- Pats on the back, high fives and handshakes are acceptable;
- Keep your professional conduct a high priority;
- Ask yourself if your actions are worth your job and career.

## **E-16 Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation**

Adopted 10/14/2021

Northern United Charter Schools is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. It is the policy of Northern United Charter Schools to prohibit unlawful harassment, discrimination and retaliation based upon race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);, color, gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned), sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices), marital/registered domestic partner status, age (forty (40) and over), national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics), taking a leave of absence authorized by law; genetic information; sexual orientation; military or veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

Northern United Charter Schools will not condone or tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers), or third party (including independent contractors or other person with which the school does business). Supervisors and managers are to report any complaints of unlawful harassment to the Northern United Charter Schools' School Director or designee.

When Northern United Charter Schools receives allegations of unlawful harassment, discrimination, or retaliation, the Northern United Charter Schools' Board of Directors (if complaint is about the School Director) or the Northern United Charter Schools' School Director or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. Northern United Charter Schools is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

This policy applies to all employee actions and relationships, regardless of position or gender. Northern United Charter Schools will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

## **Definition of Harassment**

Harassment includes verbal, physical, or visual conduct that creates an intimidating, offensive or hostile work environment or that unreasonably interferes with job performance.

## **Prohibited Unlawful Harassment**

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

## **Prohibited Unlawful Sexual Harassment**

Northern United Charter Schools is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of offending employee.

Sexual harassment consists of sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when:

- Submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment;
- An employment decision is based upon an individual's acceptance or rejection of that conduct; and/or
- That conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

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

All Northern United Charter Schools' administrators or staff members in a supervisory position will receive two (2) hours of Sexual Harassment Prevention Training within six (6) months of hire or their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. All other staff will receive sexual harassment prevention training as required by law.

It is the responsibility of every employee to maintain a workplace free from any form of sexual harassment. Should any individual, in particular those with supervisory responsibilities, become aware of any conduct

that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Northern United Charter Schools' School Director or his/her designee. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal 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, intentional physical conduct that is sexual in nature such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments such as sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience, preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct, subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees such as displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work, Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic, and displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate Northern United Charter Schools' policy.

## **E-17 Business Ethics and Conduct Policy**

Adopted 10/14/2021

The continued success of Northern United Charter Schools is dependent upon its students' and parents' trust in our program and employees. Employees owe a duty to Northern United Charter Schools to act in a way that will merit the continued trust and confidence of the public in the communities that we serve.

It is the policy of Northern United Charter Schools to expect all employees to conduct business in accordance to all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

Good judgment, based on high ethical principles will be expected at all times. Compliance with this policy will be the responsibility of every Northern United Charter Schools' employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

## **E-18      Conflict of Interest Policy**

Adopted 10/14/2021

All employees of Northern United Charter Schools must avoid situations involving actual or potential conflict of interest.

An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Northern United Charter Schools' School Director or designee, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the Charter School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

## **E-19      Drug- and Alcohol-Free Workplace**

Adopted 10/14/2021

Northern United Charter Schools is committed to providing a drug and alcohol-free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other Northern United Charter Schools stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.



## **E-20      Policy on Smoking**

Adopted 10/14/2021

All Northern United Charter Schools' facilities including learning centers, resource centers, offices and meeting places where students are present will maintain a smoke free environment.

## **E-21 Child Abuse and Neglect Reporting Policy**

Adopted 10/14/2021

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

Northern United Charter Schools will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

By acknowledging receipt of this handbook, Northern United Charter Schools' employees acknowledge he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

## **E-22      Mandated Training Policy**

Adopted 10/14/2021

All employees of Northern United Charter Schools will complete all state mandated safety trainings, including Mandated Reporting and Blood Bourne Pathogens, within six (6) weeks of the first day of each school year.

Northern United Charter Schools' employees who work in a position that interacts with students will complete a Charter School-approved state mandated suicide prevention training within six (6) weeks from the first day of each school year.

All administrators or staff members in a supervisory position will receive two (2) hours Sexual Harassment Prevention Training within six (6) months of the assumption of a supervisory position and will receive further training every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Further information regarding Sexual Harassment Prevention Training can be found in the School's Prohibited Unlawful Sexual Harassment Policy.

Northern United Charter Schools' employees who work in positions where additional trainings will help them in the performance of their job may be assigned additional trainings as necessary by the Northern United Charter Schools' School Director or designee.

## **E-23 Confidential Information Policy**

Adopted 10/14/2021

All information relating to student, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education students shall be kept strictly confidential and maintained in separate files.

Northern United Charter Schools' employees who are exposed to confidential information are required to maintain confidentiality. Employees who improperly use or disclose confidential business or personnel information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information. Such confidential information includes, but is not limited to the following examples:

- Personnel information
- Payroll information
- Compensation data
- Computer processes
- Computer- programs and codes
- Financial information
- Student information

## **E-24 Employee Attendance Policy**

Adopted 10/14/2021

By law, Northern United Charter Schools is obligated to keep accurate records of the time worked for non-exempt employees. Such employees shall be required to utilize the school's timesheet system.

Non-exempt employees must accurately account their time on a daily basis as this is the only way that the payroll department knows how many hours each employee has worked. The time sheet indicates when the employee arrives and when the employee leaves for the day. All non-exempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the charter school premises during the workday. Any employee who works a five (5) hour day or longer must show a thirty (30) minute lunch and any absences including but not limited to doctor or dentist appointments. All employees must keep their supervisor advised of their departures from and returns to work during the work day.

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

Non-exempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

If an employee forgets to mark their timesheet or makes an error on the timesheet, the employee must notify his/her supervisor to make the correction and both the employee and the supervisor must initial the correction and submit it to the payroll department.

No one may record hours worked on another employee's timesheet. Any employee who violates any aspect of this policy may be subjected to disciplinary action, up to and including release from at-will employment with the School.

Employees of Northern United Charter Schools are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affect the school's ability to implement its educational program and disrupts consistency in students' learning.

If it is necessary to be absent or late, employees are expected to telephone his/her supervisor as soon as possible but no later than thirty (30) minutes before the start of the workday. If an employee is absent from work longer than one (1) day, he/she is expected to keep his/her supervisor sufficiently informed of the situation.

An employee absence slip (Form SF-19) must be completed, correctly accounting every day an employee misses work, signed by his/her supervisor and turned into the personnel/payroll office by the end of the pay period in which the absence took place.

Excessive or unexcused absences or tardiness may result in disciplinary action up to and including termination of employment. An absence for more than three (3) consecutive days without notification to a supervisor or the personnel office will be considered a voluntary resignation from employment.

## **Meal and Rest Periods**

Non-exempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and Northern United Charter Schools mutually consent to the waiver in writing.

Non-exempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

## **Lactation Accommodation**

Northern United Charter Schools accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the non-exempt employee shall be unpaid.

Northern United Charter Schools will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

## **E-25 Record Retention Policy**

Adopted 10/14/2021

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Northern United Charter Schools' School Director advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

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

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Northern United Charter Schools' Board of Directors and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

## **E-26      Personal Appearance Policy**

Adopted 10/14/2021

Northern United Charter Schools believes that teachers serve as role models. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Northern United Charter Schools encourages staff, during school hours to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities and will not interfere with the learning process of students. Accordingly, all employees shall adhere to the following standards of dress:

- 1) Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.
- 2) Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the School Director.
- 3) Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are not permitted. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
- 4) Skirts and dresses should be no higher than three (3) inches above the knee.
- 5) All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- 6) For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- 7) Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- 8) Appropriate shoes must be worn at all times.



## **E-27      Health and Safety Policy, Occupational Safety, Accident/Incident Reporting**

Adopted 10/14/2021

Northern United Charter Schools is committed to providing and maintaining a healthy and safe work environment for all employees.

Northern United Charter Schools' employees are required to know and comply with the School's general safety rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to their supervisor any potential health or safety hazards, and all injuries or accidents.

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

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

In the event of an emergency or fire, every learning center should have local emergency numbers posted where every employee can access them.

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

## **E-28 Employee Wages and Health Benefit Policy**

Adopted 10/14/2021

### **Medical/Dental/Vision Benefits**

It is the policy of Northern United Charter Schools to offer Health and Welfare Benefits to all eligible employees. Eligibility will be determined by the Northern United Charter Schools' School Director or designee and the following current JPA criteria:

- Employees must be employed at a .5 FTE or more to qualify for benefits.
- Part-time employees of Northern United Charter Schools who choose to receive benefits will be responsible for the pro-rated cost of coverage equaling to full-time. (Example: if you are a .5 employee you will be responsible for 50% of base amount plus the over cap amount).

Coverage will begin on the first day of employment or if hired mid-month, it will start on the first day of the next month. An enrollment form and all necessary documentation must be submitted to the Payroll/Personnel office as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

### **COBRA Benefits**

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

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

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

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

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

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reach age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

Northern United Charter Schools will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, die, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. Northern United Charter Schools will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- Northern United Charter Schools stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

## **Payroll Withholdings**

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

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
- 4. State Unemployment Insurance (SUI): This state fund is used to provide temporary assistance to unemployed workers who meet the requirements of State law.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should notify the payroll department for clarification.

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

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

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

### **Overtime Pay**

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. Northern United Charter Schools will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Northern United Charter Schools' School Director. Northern United Charter Schools provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

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

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

### **Paydays**

Paydays are scheduled twice per month and/or monthly. If an employee observes any error in his or her check, it should be reported immediately to the School Director.

### **Wage Attachments and Garnishments**

Under normal circumstances, Northern United Charter Schools will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies, or judgments that require the school, by law, to withhold part of an employee's earnings in their favor. Employees are strongly encouraged to avoid such wage attachments and garnishments.

# **E-29      Vacations, Holiday and Leaves Policy**

Adopted 10/14/2021

## **Vacation Leave**

Northern United Charter Schools provides vacation benefits to all eligible twelve (12) month classified employees who work 240 days or more in each contractual year based upon date of hire to enable them to take paid time off for rest and recreation. Northern United Charter Schools believes that this time is valuable for employees in order to enhance their productivity and to make their work experience with our school personally satisfying. All eligible employees will accrue vacation from the date of hire at the following rates:

- Eligible full-time classified employees will accrue one (1) day of vacation time for each month of employment.
- Eligible part-time classified employees will accrue vacation on a prorated basis, based on their respective full-time equivalency.

All vacations must be approved in advance by the employee's immediate supervisor.

Accrual of vacation time commences on date of first day of employment. Each eligible full-time classified employee is allowed twelve (12) days per year of vacation time.

Vacation accruals may not exceed twenty-four (24) days. Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has taken vacation and his/her accrued hours have dropped below the two (2) year/twenty-four (24) hour maximum.

No employee shall receive pay in lieu of vacation except on the termination of his/her employment.

No vacation accrues during any unpaid leave of absence or while on disability salary continuation. Vacation accruals recommence when the employee returns to work.

On termination of employment, the employee is paid all accrued but unused vacation at the employee's base rate of pay at the time of his/her termination.

## **Holidays**

Northern United Charter Schools will observe the following holidays as paid days for all twelve (12) month employees who work 240 days or more per contractual year.

New Year's Day

Martin Luther King, Jr. Birthday

Presidents Day

Tuesday following Presidents Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Eve  
Christmas Day

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 Northern United Charter Schools' School Director or designee. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e., personal necessity day etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day. Employees on any leave of absence do not earn holiday pay.

## **Unpaid Leave of Absence**

Northern United Charter Schools recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the school may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the Northern United Charter Schools' School Director.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave.

**No vacation time is accrued during any type of unpaid leave of absence.**

## **Sick Leave**

Northern United Charter Schools offers paid sick leave to all its employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment.

Regular, full-time twelve (12) month employees will receive ninety-six (96) hours of sick leave at the beginning of each school year. Regular, full-time employees who begin their employment with Northern United Charter Schools after the start of the school year will receive a prorated amount (no less than 24 hours) of sick leave based on their FTE and number of months left in the school year. Part time employees' will accrue one day per month of sick leave. The day will be calculated based on the number of hours they are assigned to work per day. Accrued sick leave carries over from year to year. Northern United Charter Schools does not pay employees in lieu of unused sick leave.

Sick leave must be taken in increments of at least two (2) hours.

Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses or domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. An employee may use sick leave to address instances of domestic violence, sexual assault, or stalking.

Sick leave may only be used for the purposes specified in this policy.

Eligible employees using sick leave will receive pay at their normal base rate by not later than the payday for the next regular payroll period after the sick leave was taken. If an employee is out on sick leave for three (3) consecutive days, medical evidence of illness and/or medical certification of fitness to return to work may be required.

Employees must provide reasonable advance notification, either orally or in writing, if a need for paid sick leave is foreseeable. Employees should, if possible, schedule medical appointments in a manner that does not interfere with their job duties.

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

It is the responsibility of the employee to submit a SF-19 absence form, filled out completely stating the reason for the absence, signed by the employee, the employee's immediate supervisor and submitted to the Personnel/Payroll department within the same pay period that the absence occurred.

## **E-30 Employee Evaluation Policy**

Adopted 10/14/2021

Northern United Charter Schools' employees will receive a performance review conducted by the Northern United Charter Schools' School Director or designee. Newly hired employees may have their performance goals reviewed by the School Director or designee within the first ninety (90) days of employment. Continuing employees of Northern United Charter Schools will receive a performance review every other year. The frequency of performance evaluations may vary depending upon the length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude towards others. Performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. Favorable evaluations will not guarantee increase in salary or promotions. After each review, an evaluation report will be written and presented to the employee to sign acknowledging that he/she has reviewed and the employee given the opportunity to discuss the contents with the Northern United Charter Schools' School Director or designee.



# **E-31 Family Care and Medical Leave Policy**

Adopted 10/14/2021

This policy explains how Northern United Charter Schools complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

## **Employee Eligibility Criteria**

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for the purposes of CFRA where the School must only have at least five (5) employees).

## **Events That May Entitle an Employee to FMLA/CFRA Leave**

The twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA allowance includes any time taken (with or without pay) for the following reasons:

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).
  - a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
  - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
  - c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

- d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a grandparent, grandchild, or sibling for CFRA purposes.
4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
5. For any “qualifying exigency” because the employee is the spouse, son, daughter or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

### **Amount of FMLA/CFRA Leave Which May Be Taken**

1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed 12 work-weeks total for any purpose in a 12-month period, as described below, for any one, or combination of the above-described situations. “Twelve work-weeks” means the equivalent of twelve (12) of the employee’s normally scheduled work-weeks. For a full-time employee who works five (5) eight-hour days per week, “twelve work-weeks” means sixty (60) working and/or paid eight-hour days.
2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.
3. The “12 month period” in which 12 weeks of FMLA and CFRA leave may be taken is the 12-month period immediately preceding the commencement of any FMLA/CFRA leave.
4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

### **Pay During FMLA/CFRA Leave**

1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

## **Health Benefits**

The provisions of Northern United Charter Schools' health plan govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA leave will be paid by Northern United Charter Schools during the leave at the same level and under the same conditions, as coverage would have been provided if the employee Northern United Charter Schools had been continuously employed during the leave period. When a request for FMLA/CFRA leave is granted, will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

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

Northern United Charter Schools may recover the health benefit costs paid on behalf of any employee during his/her FMLA/CFRA leave if:

- The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA/CFRA leave; and
- The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

## **Seniority**

An employee on FMLA/CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority he/she had when the leave commenced.

## **Medical Certifications**

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within 15 days of the School's request for certification) may result in denial of the leave request until such certification is provided.

2. Northern United Charter Schools will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The school may contact the employee's health care provider to authenticate a certification as needed.
3. If Northern United Charter Schools has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the school may request a second opinion by a health care provider of its choice (paid for by the school). If the second opinion differs from the first one, the school will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Re-certifications are required if leave is sought after the expiration of the time estimated by the health care provider. Failure to submit required re-certification can result in termination of the leave.

### **Procedures for Requesting and Scheduling FMLA/CFRA Leave**

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the School Director. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
2. Employees should provide not less than 30 days' notice or such shorter notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the Charter School's operations.
4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he/she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. Northern United Charter Schools will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the school will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### **Return to Work**

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
2. When a request for FMLA/CFRA leave is granted to an employee, Northern United Charter Schools will give the employee a written guarantee of reinstatement at the termination of the leave,(with the limitations explained above).
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
4. If an employee can return to work with limitations, the school will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the school.

### **Employment during Leave**

No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without the Charter School's written permission. An employee who accepts such employment without the Charter School's written permission will be deemed to have resigned from employment at the Northern United Charter Schools.

## **E-32      Pregnancy Disability Leave Policy**

Adopted 10/14/2021

Northern United Charter Schools in compliance with the California Pregnancy Disability Act will give each eligible employee an unpaid leave of absence of up to four (4) months, per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

### **Eligibility Criteria**

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

### **Events that May Entitle an Employee to Pregnancy Disability Leave**

The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- The employee needs to take time off for prenatal care.

### **Duration of Pregnancy Disability Leave**

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within a four-month period (example: For a full-time employee who works five eight hour days per week, four months would mean 693 hours of leave (40 hours per week times 17 1/3 weeks).

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

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

## **Pay During Pregnancy Disability Leave**

An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.

The receipt of vacation pay, sick leave pay or state disability insurance benefits, will not extend the length of pregnancy disability leave.

Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

## **Health Benefits**

Northern United Charter Schools shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) month in a twelve (12) month period. Northern United Charter Schools can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

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

## **Seniority**

An employee on pregnancy disability leave remains an employee of the Charter School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

## **Procedures for Requesting and Scheduling Pregnancy Disability Leave**

- An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the School Director. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
- Employees should provide not less than 30 days' notice or such shorter notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of a leave request, except if the need for pregnancy disability leave was an emergency or was otherwise unforeseeable.
- Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the Charter School's operations.
- Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

- If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he/she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
- Northern United Charter Schools will respond to a pregnancy disability leave request within 10 days of receiving the request. If a pregnancy disability leave request is granted, the Charter School will notify the employee in writing that the leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

## **Medical Certifications**

An employee requesting pregnancy disability leave must provide medical certification from the appropriate health care provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request until such certification is provided.

Recertification is required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertification can result in termination of the leave.

## **Return to Work**

Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:

- a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
- b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

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

When a request for Pregnancy Disability leave is granted to an employee, Northern United Charter Schools will give the employee a written guarantee of reinstatement at the termination of the leave, with the limitations explained above.

In accordance with Northern United Charter Schools' policy, before an employee will be permitted to return from pregnancy disability leave of three (3) days or more, the employee must obtain a certification from his/her health care provider that he /she is able to resume work.



If an employee can return to work with limitations, the school will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the school.

### **Employment during Leave**

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

## **E-33 Workers' Compensation Policy**

Adopted 10/14/2021

All Northern United Charter Schools' personnel are covered by workers' compensation insurance. Employees are required to report any accidents and/or injuries occurring on the job to their immediate supervisor or the Northern United Charter Schools' School Director immediately so that the required reports can be completed.

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

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

To ensure employees receive any workers' compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form) and return it to your supervisor; and
- Provide Northern United Charter Schools with a certification from a healthcare provider regarding the need for worker's compensation disability leave as well as the employee's eventual ability to return to work from the leave.

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

If a Northern United Charter Schools' employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.

All accidents and injuries must be reported to the employee's supervisor and to the individual responsible for reporting to Northern United Charter Schools' insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to Northern United Charter Schools' approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Worker's Compensation Bureau and the insurance carrier.

When there is a job-related injury that results in lost time, the employee must have a medical release from Northern United Charter Schools' approved medical facility before returning to work.

Any time there is a job-related injury; Northern United Charter Schools' policy requires drug/alcohol testing along with any medical treatment provided to the employee.



## **E-34 Leave of Absences Policy**

Adopted 10/14/2021

It is the Policy of Northern United Charter Schools to follow all State and Federal law regarding the following leave of absences:

It is the employee's responsibility to complete a SF-19 absence form, when required, and submit it to the Personnel/Payroll department.

### **Military Leave of Absence**

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

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

Except for employees serving in the National Guard, Northern United Charter Schools will reinstate those employees returning from military leave to their same position or one with the same status and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

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

### **Jury and Witness Duty**

Northern United Charter Schools shall grant paid leave to an employee needing leave to:

- Serve on a Jury.
- Appear in court or other judicial proceeding as a witness to comply with a valid subpoena or other court order.
- Obtain any relief including a temporary restraining order, to help ensure the health, safety, or welfare of a domestic violence victim or his/her child.

## **Voting Time Off**

Employees of Northern United Charter Schools who do not have sufficient time outside of their regular working hours to vote in an official state sanctioned election may request time off to vote. If possible, employees should make their request at least two (2) days in advance of the election. Up to two (2) hours of paid time off will be provided, at the beginning or the end of the employee's regular work day.

## **Bereavement Leave**

Employees of Northern United Charter Schools are entitled to a leave of up to three (3) days without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, grandparents, grandchild, and son/daughter in-law). Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. Bereavement pay will not be used in computing overtime pay.

## **School Appearance and Activities Leave**

As required by law, Northern United Charter Schools will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from transitional kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of Northern United Charter Schools, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advance notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

## **Bone Marrow and Organ Donor Leave**

As required by law, employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (60) workdays off in a twelve (12)-month period.

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

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

An employee must first use five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The Charter School may refuse to reinstate an employee if the reason is unrelated to taking Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

## **Victims of Abuse Leave**

Northern United Charter Schools provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling or mental health services for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide Northern United Charter Schools with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide Northern United Charter Schools one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, Northern United Charter Schools will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Northern United Charter Schools' School Director.

## **Returning from Leave of Absence**

Employees must provide a doctor's return to work authorization when returning from a medical leave of absence.

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

## **E-35      Homeland Security Policy**

Adopted 10/14/2021

It is the policy of Northern United Charter Schools that in the event of a National emergency when Homeland Security initiates a “Code RED” status that the School Director or designee has the authority to cancel any student related traveling outside of the district. This includes but is not limited to: field trips, travel to sporting events, and job shadowing/mentor project traveling. In the event of a “home” game, the Northern United Charter Schools’ School Director or designee has the authority to cancel the event and reschedule at a date that is mutually satisfactory to both parties.



## **E-36      Emergencies and Disaster Preparedness Policy**

Adopted 10/14/2021

In order to save lives and protect property, all Northern United Charter Schools' staff and students must be prepared to respond quickly and responsibly to emergencies, disasters and events which threaten to result in a disaster.

The Northern United Charter Schools' School Director or designee shall develop and maintain a disaster preparedness plan which details provisions for handling all foreseeable emergencies and disasters. The Northern United Charter Schools' School Director or designee may appoint a committee to regularly review the disaster preparedness plan and recommend changes.

The Northern United Charter Schools' School Director or designee shall augment the school plan with working plans and procedures specific to each learning center. He/she shall present a copy of these learning center plans and procedures to the Northern United Charter Schools' Board of Directors.

Learning Center Plans shall address at least the following situations:

- A fire on or off school grounds which endangers students.
- Natural or man-made disasters.
- Bomb threat or actual detonation.
- Attack or disturbance by individuals or groups.

The School Director or designee shall ensure that the plan includes:

1. Procedures for personal safety and security.
2. Ways to ensure smooth administrative control of operations during a crisis.
3. Procedures to establish a clear, effective communications system.
4. Guidelines for law enforcement involvement, including specific steps for law enforcement intervention depending upon the intensity of the crisis.

The Northern United Charter Schools' School Director or designee shall use state – approved Standard Emergency Management System guidelines when updating district and learning center – level emergency and disaster preparedness plans.

The Northern United Charter Schools' School Director or designee shall consult with city and/or county agencies so that school and site plans may provide the best possible way of handling each situation and also provide for emergency communications systems between these agencies and each of Northern United Charter Schools' learning centers.

The Northern United Charter Schools' School Director or designee shall ensure that disaster preparedness exercises shall be held regularly at each learning center and shall demonstrate how safety procedures may be applied to various types of emergencies. All students and employees shall receive instruction regarding emergency plans.

Northern United Charter Schools encourages all employees to become proficient in first aid and cardiopulmonary resuscitation (CPR). The Northern United Charter Schools' School Director or designee shall ascertain that at least one staff member at each learning center holds a valid certificate in these areas.

The Northern United Charter Schools' School Director or designee shall provide for CPR in-service training to be offered at least once a year for all Northern United Charter Schools staff.

## **E-36a      EMERGENCY AND DISASTER PLAN**

Northern United Charter Schools' disaster preparedness plan shall be available to staff, students, and the public in the Resource Center and at each learning center. Individual learning center disaster plans shall be provided to each teacher and shall be available for public inspection at each learning center. The Center Supervisor shall make certain that students and staff are familiar with their plans.

Northern United Charter Schools shall cooperate with such agencies in furnishing and maintaining whatever services it deems necessary to meet the community's needs.

### **Release of Students**

The following procedures shall be followed in releasing students in the event of an emergency or disaster:

- The center supervisor or designee shall receive authorization from the School Director or designee before releasing students.
- Individual students shall not leave a learning center without receiving permission from the center supervisor.
- If possible, staff shall release students only to persons authorized on the student emergency card.
- In absence of an emergency card or in an emergency in which reference to the emergency card is impossible, individual students shall be released, upon presentation of identification, to parents/guardians, persons authorized by the parents/guardians, or to authorized persons representing public agencies that may take responsibility, when necessary, for the safety of the student.
- The center supervisor or designee shall record the release of all students.

### **Role of Staff**

Northern United Charter Schools' staff are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

During an emergency, Northern United Charter Schools' learning center staff shall fulfill the following roles:

1. The learning center supervisor shall assume overall control and supervision of activities at the learning center during an emergency. He/she shall have authority to use discretionary judgment in emergency situations which do not permit execution of prearranged plans. The center supervisor shall:
  - Direct evacuation of building.
  - Arrange for transfer of students when their safety is threatened.
  - Inform the Northern United Charter Schools' School Director or designee of all emergency actions taken as soon as possible.
  - Survey and report damage to the Northern United Charter Schools' School Director or designee.
  - Direct rescue operations as required.
  - Direct fire-fighting efforts until regular firefighting personnel take over.
  - Disburse supplies and equipment as needed.
  - Schedule periodical fire drills and other disaster preparedness exercises and keep appropriate records.

- Post directions for fire drills and civil defense drills in classrooms, multipurpose rooms, etc.
2. Northern United Charter Schools' teachers shall be responsible for the supervision of students in their charge. teachers shall:
    - Direct evacuation of students in their charge in accordance with the learning center supervisor's instruction.
    - Give the **DROP** command as necessary.
    - Take attendance, stay with the students and provide supervision.
    - Report missing students to the site supervisor or designee.
    - Send students in need of first aid to the school nurse or a person trained in first aid.
  3. Northern United Charter Schools' classified staff at each site and learning center shall:
    - Report a fire or disaster to the appropriate authorities.
    - Answer telephones and monitor radio emergency broadcasts.
    - Provide for the safety of essential school records and documents.
    - Assist the center supervisor as needed.
    - Organize first aid and medical supplies.
    - Supervise the administration of first aid.

## **FIRE DRILLS AND FIRES**

Northern United Charter Schools' learning center supervisors shall hold fire drills at least once a month for elementary centers and at least twice a year at all high school centers.

1. Whenever the fire signal is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building.
2. Teachers shall be prepared to select alternate exits and shall direct their students to these exits whenever the designated escape route is blocked.
3. The center supervisor or designee shall keep a record of each fire drill conducted and file a copy of this record with the main office of the Northern United Charter Schools' School Director or designee.

When a fire is discovered in any part of the Charter School, the following actions shall be taken:

- The center supervisor or designee shall sound fire signals.
- The center supervisor or designee shall call 911.
- Students and adults shall leave the building and go directly to outside assembly areas.
- Staff shall give students clear direction and supervision and help retain calm.
- In outside assembly areas, teachers shall take roll, report missing students, and provide assistance to any injured students.
- If the fire is extensive, students shall be taken to an alternate location for protective custody until parents/guardians can pick them up or until they can be safely transported to their homes.

## **BOMB THREATS**

### **Receiving Threats**

Any staff member receiving a telephoned bomb threat shall try to keep the caller on the line so as to gather information about the location and timing of the bomb and the person(s) responsible. He/she should also try to determine the caller's gender and age and should take note of any distinctive features of voice or speech and any background noises such as music, traffic, machinery or other voices.

## Procedures

1. Any staff member who receives a bomb threat shall immediately call 911 and also report the threat to the center supervisor. If the threat is in writing, he/she shall place the message in an envelope and take note of where and by whom it was found.
2. Any student or employee seeing a suspicious package shall promptly notify the center supervisor.
3. The learning center supervisor or designee shall immediately use fire drill signals and institute standard evacuation procedures as specified in the emergency plan.  
*(cf. 3516 Emergency and Disaster Preparedness Plan)*  
*(cf. 3516.1 – Fire Drills and Fires)*
4. The learning center supervisor or designee shall turn off any two-way radio equipment which is located in the threatened building.

Law enforcement and/or fire department staff shall conduct the bomb search. NO other site or learning center staff shall search for or handle any explosive or incendiary device.

No staff or students shall reenter the threatened building(s) until the law enforcement and/or fire department staff advises the center supervisor or his/her designee that reentry is safe.

Any student who makes a bomb threat shall be subject to disciplinary procedures.

## EARTHQUAKE EMERGENCY PROCEDURE SYSTEM

The Northern United Charter Schools' School Director or designee shall establish an emergency procedure system to be followed in case of earthquakes. This system shall include, but not be limited to, the following:

1. A learning center building disaster plan, ready for implementation at any time, for maintaining the safety and care of students and staff.
2. A **DROP** procedure in which students and staff members:
  - Take cover under a table or desk
  - Drop to their knees
  - Protect their head with their arms
  - Face away from the windows
3. Protective measures to be taken before, during and after an earthquake
4. A training program to ensure that all students and all certificated and classified staff are aware of, and properly skilled in, the earthquake emergency procedure system.

Learning center disaster plans shall outline roles, responsibilities and procedures for students and staff.

**DROP** procedures shall be practiced at least twice each semester at elementary learning centers and at least once each semester at high school learning centers.

Students shall also be taught to take the following safety precautions during an earthquake if adults are not present to give specific directions:

- If you are in the open, stay there.
- Move away from buildings, trees, and exposed wires.
- After the earthquake, if you are on your way to school, continue to school.
- After the earthquake, if you are on your way home, continue home.

## **Earthquake while indoors at school**

When an earthquake occurs, the following actions shall be taken inside buildings and classrooms:

- Teachers shall have students perform the DROP procedure.
- As soon as possible, teachers shall move the students away from windows and out from under heavy suspended light fixtures.
- Teachers shall have students leave the building in an orderly manner when the earthquake is over.

## **Earthquake while on school grounds**

When an earthquake occurs, the following actions shall be taken by teachers or other persons in authority and students who are on learning center property:

- Teachers shall direct students to walk away from buildings, trees, poles, or exposed wires.
- Teachers shall have students perform the DROP procedure, covering as much skin surface as possible, closing eyes, and covering ears.
- Teachers and students shall stay in the open until the earthquake is over or until further directions are given.

## **Subsequent Emergency Procedures**

- In outside assembly areas, teachers shall provide assistance to any injured students, take roll, and report missing students to the center supervisor or his/her designee.
- The learning center supervisor shall request assistance as needed from the county or city civil defense office or fire and police departments. He/she shall consider the possibility of aftershocks and shall determine the advisability of closing the learning center, with the advice of the county or city officials, as appropriate. He/she shall also contact the Northern United Charter Schools' School Director or designee for further instruction.
- The learning center supervisor shall post guards at a safe distance from all building entrances to see that no one reenters until the buildings are declared safe. Monitors may be teachers, classified staff or parents.
- Following the earthquake, the learning center supervisor shall inspect all buildings for water and gas leaks, electrical breakages and large cracks or earth slippage affecting buildings. The learning center supervisor shall notify utility companies of any break or suspected break in lines which may present an additional hazard. If damage has occurred, the learning center supervisor shall have the proper authority shut off all utilities at the main valve.
- Teachers or students shall not light any stoves or burners after the earthquake until the area is declared safe by the proper authority.
- If the learning center supervisor believes the learning center is damaged sufficiently to be a hazard, he/she shall notify the Northern United Charter Schools' School Director or designee and ask that the county or city building inspector check for structural failure and equipment adequacy. Until this is done, the building shall not be occupied.



## **E-37 Internal Complaint Policy**

Adopted 10/14/2021

The purpose of the “Internal Complaint Policy” is to afford all employees of Northern United Charter Schools the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Northern United Charter Schools’ School Director and/or designee to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination and retaliation are addressed under the Northern United Charter Schools’ “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

### **Internal Complaints**

(Complaints by Employees against Employees)

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

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

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

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

### **Policy for Complaints against Employees**

(Complaints by Third Parties against Employees)

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

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Northern United Charter Schools’ School Director or Northern United Charter Schools’ Board President (if

the complaint concerns the School 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 Northern United Charter Schools' School Director (or designee) shall abide by the following process:

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

### **General Requirements**

- Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
- 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 Northern United Charter Schools' Board of Directors (if a complaint is about the School Director) or the Northern United Charter Schools' School Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.



## **E-38 Data Storage Policy**

Adopted 10/14/2021

It is the policy of Northern United Charter Schools to maintain and transfer school information in a way that maintains the security and confidentiality of all school information.

Employees of Northern United Charter Schools are given a variety of resources to do their jobs efficiently and effectively. It is important that these resources are carefully guarded.

Storing, transferring and sharing school information comes with risks. It can result in data breaches (in which confidential data is released to people outside of the organization or employees of the organization who have not been granted access to it), data theft (in which hackers steal information for financial gain or to gather intelligence) and misplaced data (in which original files become lost or unavailable).

### **Email**

All data sent over email (as an attachment or in an email text) should be considered sensitive and protected as such. Never send work documents or information to someone outside of the school unless it has been cleared by the Northern United Charter Schools' School Director or designee. *This includes forwarding school emails to your own personal email account.*

Note: Not all users within Northern United Charter Schools have access to the same information. Therefore, sending emails containing confidential information such as student demographic data, parent demographic data, IEP and 504 plans, personal staff information and demographics will require pre-approval from your supervisor. This information should not be shared outside of Northern United Charter Schools' emails without encryption.

### **Cloud storage and cloud applications**

We appreciate that employees may sometimes need access to work outside of the office from home, mobile devices or school equipment on the road. However, *work information should never be stored or shared to personal cloud accounts or applications, such as iCloud, Box, Dropbox, Microsoft OneDrive, etc.*

Should you need to store or backup data online Northern United Charter Schools will maintain a google drive account that will be maintained and monitored by the Northern United Charter Schools' School Director or designee.

### **Physical storage devices**

Storing work data on physical devices, including but not limited to USB drives, memory cards, CD or external hard drives, must be pre-approved Northern United Charter Schools' School Director or designee.

- Employees of Northern United Charter Schools must only use devices provided by the Charter School unless otherwise given permission.
- NEVER use or even plug in a USB drive that you have found or been given as a promotional item. These devices may contain hidden malware or viruses.
- Lost or stolen devices must be reported to IT immediately to help ensure their safe return and prevent a data leak.

## **Social media for work data**

Work data or information must never be shared over personal social media accounts such as Facebook, LinkedIn, Google Plus, etc.

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

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

Northern United Charter Schools reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

## **E-39      Reimbursement Policy**

Adopted 10/14/2021

Northern United Charter Schools shall reimburse employees for all reasonable and documented expenses they incur in carrying out their job duties. It is the policy of Northern United Charter Schools to allow employees to submit reimbursement forms on a monthly basis.

A pre-approval form must be submitted and approved prior to the purchase of anything for which reimbursement is sought. Reimbursements must be pre-approved by the Northern United Charter Schools' School Director or designee at least two (2) days prior to purchase. Any reimbursement received without an active pre-approval form in place will require administrative review and approval before payment. Reimbursement forms must be submitted with the original receipt of purchase. Reimbursements must be submitted by July 15<sup>th</sup> each school year.

**PLEASE NOTE: ONLY NORTHERN UNITED CHARTER SCHOOLS' EMPLOYEES ARE ELIGIBLE FOR REIMBURSEMENTS.**

## **E-40      Mileage Reimbursement Policy**

Adopted 10/14/2021

It is the policy of Northern United Charter Schools to offer educational services to any student who resides within the counties our schools operate and to reimburse employees for mileage on a per mile basis for an employee's use of their own personal vehicle. The per mile reimbursement amount will be the standard mileage rate as determined by the Internal Revenue Service.

### **Please note the following:**

- All employees requesting mileage reimbursement are required to furnish the Northern United Charter Schools' School Director with information containing the destination of each trip and a map printout of the route, its purpose and the miles driven, parking fees, and tolls. Original receipts must be included when available (e.g., tolls, parking fees, etc.). Requests for mileage reimbursement must be submitted within one (1) month of the travel date.
- Commute mileage is not eligible for reimbursement.

**PLEASE NOTE: REIMBURSEMENTS FOR MILEAGE MUST RECEIVE PRIOR ADMINISTRATIVE APPROVAL.**

## **E-41 Home Visits Policy**

Adopted 10/14/2021

It is the policy of Northern United Charter Schools to allow employees and contracted personnel or any representative of Northern United Charter Schools to go to a student's home to provide instruction and to complete the required Learning Record meeting, as needed. Home visits are at the complete discretion of the employees and contracted personnel.

There must be someone over the age of twenty-five (25) present in the home to supervise the visit with the student. If the student is home alone or with an under-age person, the learning record meeting must be rescheduled for a time when adequate supervision is available.

In lieu of a home visit, a meeting can be scheduled at a school resource center or a neutral public location, such as a library or restaurant in alignment with the terms of each student's master agreement.

Northern United Charter Schools values the safety and well-being of their employees so the following guidelines must be followed:

### **Scheduling the Visit Guidelines:**

When contacting the parent/guardian to schedule a visit with the student, ask questions that could impact your visit such as:

- Are there dogs? Are the dogs contained in a fenced area? Determine if there are dogs or other animals present and if so, that they will be in a secured, fenced area before you arrive.
- Are there any specific circumstances that you need to be aware of before arriving (dirt driveway conditions, smokers in the home, illness or other medical conditions with family members that may affect your meeting with the student)?
- Does anyone in the household have COVID-19 symptoms, is anyone in your household currently in a quarantine/isolation period due to COVID-19 exposure or has anyone in the household tested positive for COVID-19 within the past fourteen (14) days?
- When meeting a student in a private setting, notify Julie Smith, Regional Director at [jsmith@nucharters.org](mailto:jsmith@nucharters.org) of your scheduled visit, and the address of where you will be going. Verify that someone will check if you do not return when scheduled.
- If you have a cell phone, have it with you during the visit.
- Are there firearms in the home? Are they locked in a safe or similar locking container?

**PLEASE NOTE: ALL EXPECTATIONS AS DESCRIBED IN THE PROFESSIONAL BOUNDARIES: STAFF/STUDENT INTERACTION POLICY REMAIN IN EFFECT DURING HOME VISITS.**

## **E-42 Tutoring/Vendor Services Policy**

Adopted 10/14/2021

Northern United Charter Schools knows it is important to create quality opportunities for its students. It is the responsibility of the teacher to counsel their families to identify the type of vending/tutoring services that will best improve each individual student's education.

Outside vendors will only be used when the service that is being provided is not a service that Northern United Charter Schools can provide (e.g., swim lessons, music lessons, specialized physical fitness programs like karate, dance etc.). Outside vendors must be pre-approved by Northern United Charter Schools to ensure that all have been fingerprinted and received background clearance through the Department of Justice in accordance with Education Code Section 45125.1, to ensure TB testing and clearance as applicable, and to ensure that facilities where vendors operate are reviewed against California's Megan's law website for the presence of registered sex offenders.

Northern United Charter Schools' teachers who work at a learning center and are receiving a salary cannot submit for tutoring or small group instruction. Teachers cannot be paid as a vendor for tutoring their own children.

Small group instruction will be defined as any class with three (3) or more students actively enrolled. Any class that drops below three (3) students will be considered tutoring and the pay will reflect the change.

**PLEASE NOTE: ANY EXCEPTIONS TO THIS POLICY MUST BE APPROVED BY THE NORTHERN UNITED CHARTER SCHOOLS' SCHOOL DIRECTOR OR DESIGNEE**

## **E-43      Teacher/Vendor Relationship Policy**

Adopted 10/14/2021

Northern United Charter Schools' teachers have the responsibility to oversee all direct instruction of their students. This includes assigning course work, assessments, collection of student work samples, grade determinations, overseeing vendors and tutors who work with their students, and the writing and submission of learning records.

Tutors and/or vendors working with individual students and/or small groups shall submit all work completed by the students to the teacher of record for final grading determination.

The grade given to each student shall be the grade determined by the teacher of record and the determination of the student's grade by the teacher, in the absence of clerical or mechanical error, fraud, bad faith, or incompetency, shall be final.

The Northern United Charter Schools' School Director or designee shall not order a pupil's grade to be changed unless the teacher who determined such grade is, to the extent practicable, given the opportunity to state orally, in writing, or both, the reasons for which such grade was given and is, to the extent practicable, included in all discussions relating to the changing of such grade.

## **E-44      Learning Records Policy**

Adopted 10/14/2021

Northern United Charter Schools has ten (10) learning periods in each school year equaling 180 school days. It is the policy of Northern United Charter Schools to receive learning records for every student enrolled in each learning period. Learning records are due ten (10) working days after the end of the learning period.

### **Please be aware of the following penalties for habitually late Learning Records and paperwork:**

- Teachers will receive a warning after paperwork is one (1) month late. If not corrected within the next learning period, or if additional paperwork is one month late, administration will be informed and the teacher will not be allowed to enroll any additional students or transfer students from another teacher until all paperwork is completely caught up and the teacher has successfully turned in paperwork on time for an additional month.
- Teachers, who are two months behind on turning in their learning records, will be required to drop their student load down, by five student increments, even if they have twenty-five (25) or fewer students. They will be notified in writing of this by the Northern United Charter Schools' School Director or designee.
- Teachers with delinquent paperwork (learning records, portfolios, report cards, enrollment packets, student agreements and any other mandatory paperwork) will not be permitted to enroll new students.

Further infractions of late paperwork will result in the teacher being placed on an improvement plan. This will include a mandatory meeting with the Northern United Charter Schools' School Director or designee and a plan put in place, stating the reasons and duration of the plan, and corrective actions that need to be taken. This will be placed in their employee file.



## E-45 Portfolio Requirements Policy

Adopted 10/14/2021

All Northern United Charter Schools' teachers are required to maintain and submit portfolios for every student that is or has been enrolled with them. This includes dropped students. The requirements for submitting portfolios are as follows:

### Elementary Portfolios

All Elementary Portfolios are due with Learning Period seven (7) learning records.

Portfolios need to include the following:

- Portfolio checklist
- Work Samples for both semesters, clasped together by semester, in the order of the checklist. Samples must show work done by the student that is appropriate for each academic subject. PE and other electives may have a photograph of activity, but there must be a signed log sheet or brief description of the photo to be acceptable.
- These items go into an unclasped 9 x 12 manila envelope with proper labeling:
  1. Name of School
  2. Student Name, grade, student number
  3. Teacher Name and management code
  4. Spring or Fall semester—year

### High School Portfolios

All high school portfolios are due within ten (10) working days after the end of each semester.

**All High School Portfolios MUST contain the following (in the same order):**

- Current school pathways course schedule with correct classes and number of credits
- Report Card with grades, course titles which match the course schedule, growth area, and credits earned
- Copy of final learning record with all subjects and # of credits
- Portfolio checklist with all current classes listed
- One sample of work for each high school course
- Samples, Portfolio Checklist, and Report cards must all be in the same order.
- These items go into an unclasped 9 x 12 manila envelope with proper labeling:
  1. Name of School
  2. Student Name, grade, student number
  3. Teacher Name and management code
  4. Spring or Fall semester—year

### Please note:

Elective courses require work samples or a signed (by parent), specific log sheet describing what was done during each session for one learning period.

PE work samples must be in the form of a worksheet or a detailed written paragraph about the subject or activity.

Driver's Education classes will require a work sample of coursework completed.

English courses require an essay as a work sample.

History courses require an essay or test as a work sample.

**Drop Portfolios:**

Drop portfolios for all dropped students are due within five (5) working days of the drop date, meeting the same requirements as above.

If the student was enrolled for two (2) weeks or less, then a minimum of two (2) work samples will need to be in the drop portfolio. Please include a copy of the drop form.

## **E-46 Driver Criteria and Eligibility Policy**

Adopted 10/14/2021

Only approved employees of Northern United Charter Schools will be allowed to drive school vehicles.

All employees of Northern United Charter Schools shall be required to submit a vehicle request form prior to the use of any school vehicle.

Northern United Charter Schools reserves the right to refuse an employee authorization to operate a vehicle on school business or be reimbursed mileage if the individual is determined to be a negligent operator or fails to maintain a valid California driver's license.

Northern United Charter Schools shall maintain a list of approved employees who are authorized to operate school vehicles or to operate private vehicles on school business (including field trips). The school shall maintain a list of approved volunteers who are authorized to operate private vehicles on school business (including field trips).

No student may drive him/herself without written permission from a parent/guardian. Written permission must be on file with the Charter School prior to the event. No student may ever drive another student (sibling excepted).

A "school vehicle" is defined as a motor vehicle owned by Northern United Charter Schools and used for the purpose of moving or propelling any person or property upon a highway for school business.

Application and enforcement of this policy shall be on a retroactive basis for volunteers, but not for employees; i.e. volunteers may lose their driving privileges immediately upon policy enactment based on their driving record over the prior five years, but enforcement relative to employees (other than for voluntary driving not related to their job) shall be based on points earned after policy enactment.

### **Procedures for Drivers**

#### **Employees Driving a School Vehicle or Personal Vehicle for School Business**

In order to drive a school vehicle or personal vehicle for school business, the following documents must be on file with the Field Trip Coordinator prior to use of a school vehicle:

- a. Copy of the driver's valid California driver's license
- b. Copy of the driver's car insurance policy declaration page (showing amounts of coverage)
- c. Current copy of driving record

#### **Volunteers Driving a Personal Vehicle for a Field Trip**

In order to volunteer to drive on a school related field trip all volunteer drivers shall complete and submit to the Field Trip Coordinator the following items:

- a. Copy of the driver's valid California driver's license
- b. Copy of the driver's car insurance policy declaration page (showing amounts of coverage)
- c. Current copy of driving record

**Criteria to Determine Eligibility of Drivers**

For school purposes, a driver is considered a negligent operator of a motor vehicle with a status 1, 2 or 3 when the driving record shows the following point count within the specified period of time (See Chart A):

<b>Chart A</b>	Status 1	Status 2	Status 3
Number of Points Within	<b>Employee</b> Driving Vehicle Without Student Passengers	<b>Employee</b> Driving Vehicle With Students	<b>Volunteer</b> Driving With Students
12 Mo.	4 Pts.	3 Pts.	
24 Mo.	6 Pts.	4 Pts.	
36 Mo.	8 Pts.	4 Pts.	2 Pts.
48 Mo.		5 Pts.	3 Pts.
60 Mo.			4 Pts.

Employees or volunteers with the following charges within the specified timeframe may not operate a school vehicle or a private vehicle with students (See Chart B):

- (1) Reckless driving
- (2) Hitting an unattended vehicle without notifying the owner
- (3) Causing property damage, injury, or death by hit-and-run driving
- (4) Manslaughter involving a vehicle
- (5) Causing injury or death with a vehicle while evading a peace officer
- (6) Driving on the wrong side of a divided highway
- (7) Speed contest or exhibition of speed
- (8) Illegal transport of explosives
- (9) Driving under the influence of liquor and/or any drug

<b>Chart B</b>	Status 1	Status 2	Status 3
Any violation listed in 2 (1)-(9) within	<b>Employee Driving Vehicle Without Student Passengers</b>	<b>Employee Driving Vehicle With Students</b>	<b>Volunteer Driving With Students</b>
12 Mo.	XXX		
36 Mo.		XXX	
60 Mo.			XXX

Northern United Charter Schools reserves the right to refuse an employee or volunteer authorization to operate a school vehicle, or to refuse any individual authorization to operate a private vehicle for school business, if the individual is determined to be a negligent operator in accordance with Status 2 above or fails to maintain a valid California Class A, B or C driver's license.

- a. Employees deemed to be negligent operators of Status 1 may not operate school vehicles or their personal vehicles on school business, even if there are no passengers.
- b. Employees deemed to be negligent operators of Status 2 may not transport students in school or personal vehicles on school business, including field trips, but could still operate a school or personal vehicle without student passengers unless they also qualify as negligent under the Status 1 criteria.
- c. Volunteers (including employees outside their normal work day and work duties) deemed to be negligent operators of Status 3 may not operate a school or personal vehicle on school business with student passengers.

### **Process to Appeal**

If a volunteer driver's total point count exceeds the allowable limit due to an accident which the volunteer feels was not his/her fault, an appeal not to consider the accident (not to charge a point against their record) may be filed with the Director of Transportation. It shall be the volunteer's responsibility to supply a copy of the traffic accident report or insurance company report with the appeal. The Director's decision is final. If the driver is an employee, the appeal shall be to the district Driver Policy Committee, which is further defined below.

If an employee disagrees with a "negligent operator" determination based on the above criteria, he/she may appeal the decision to the School Driver Committee. The Committee shall be comprised as follows:

- a. School Director
- b. Regional Director
- c. Director of Transportation

The Committee shall review appeals by employees and a reversal of a "negligent operator" determination can only be made by vote of a majority of the Commit

## **E-47 Equipment Management Policy**

Adopted 10/14/2021

Northern United Charter Schools' equipment shall be used primarily for educational purposes and/or to conduct schoolbusiness. The Northern United Charter Schools' School Director or designee shall ensure that all employees, students, and other users understand the appropriate use of Charter School equipment and that any misuse may be cause for disciplinary action or loss of user privilege.

School-connected organizations may be granted reasonable use of the equipment for school-related matters as long as it does not interfere with the use by students or employees or otherwise disrupt Northern United Charter Schools' operations.

The Northern United Charter Schools' School Director or designee shall approve the transfer of any Charter School equipment from one work site to another and the removal of any Charter School equipment for off-site use. When any equipment is taken offsite, the borrower is responsible for its safe return and shall be fully liable for any loss or damage.

Employees transferred to another work site shall take with them only those personal items that have been purchased with their own funds unless otherwise authorized by the Northern United Charter Schools' School Director or designee or applicable Board policy.

The Northern United Charter Schools' School Director or designee shall maintain an inventory of all equipment currently valued in excess of \$500.

When equipment is unusable or is no longer needed, it may be sold, donated, or disposed of in accordance with applicable law.

## **E-48      Telework Policy**

Adopted 10/14/2021

Northern United Charter Schools recognizes that approved teleworking can be an effective work arrangement while schools are closed due to the ongoing coronavirus (“COVID-19”) pandemic. Northern United Charter Schools recognizes it can, in some cases, also be effective during normal operating times. This policy details conditions and requirements which apply to all telework assignments.

### **Definition**

Teleworking allows employees to work at home or in an approved remote location for all or part of their regular workweek. Teleworking is not an entitlement, nor is it a school-wide benefit. This arrangement in no way alters or changes the terms and conditions of employment with the Charter School, and the promulgation of this Policy creates no employee rights in relation to teleworking. Furthermore, Northern United Charter Schools has the right to refuse to make telework available to an employee and to terminate a telework assignment without cause at any time in its sole and unreviewable discretion.

### **General Requirements**

Employees shall not telework unless they receive advance approval from the Northern United Charter Schools’ School Director or designee. Employees shall make arrangements with their supervisor and co-workers to address on-site job demands that arise, including returning to the work site to perform certain job duties as needed or as directed by their supervisor. Employees shall be responsible for following all School policies and procedures when teleworking. Employees shall also be solely responsible for the performance of their telework duties; assistance from third parties is strictly prohibited.

Nonexempt employees will be required to (1) record all hours worked as assigned by the Charter School and (2) take and document applicable meal/rest periods. Nonexempt employees must also receive written approval from a supervisor prior to working additional hours or overtime. Failure to comply with timekeeping and work hours requirements may result in disciplinary action, up to and including termination from employment.

### **Eligibility Considerations**

Consideration will be given to employees who work in positions adaptable for telework assignments, particularly those who have demonstrated work habits and performance well-suited to successful teleworking. The Northern United Charter Schools’ School Director or designee will consider the following eligibility factors:

- The employee has a position where effective communication can be accommodated electronically.
- The employee's telework assignment will not be detrimental to the productivity or work quality of other employees or the effective operation of the School.

- The employee must be able to perform work from home or an approved remote location without distractions or unnecessary risk to the security of Charter School data, records, networks, or confidentiality.
- The employee's equipment and software must meet the Charter School's guidelines/standards, and the employee's needs for Information Technology ("IT") support must be minimal.
- Telework sites must be in California unless the employee's home residence is located in another state.
- The employee must be effective at working independently for extended periods of time.
- The employee has demonstrated or can demonstrate effective time-management skills by completing tasks efficiently and within any required deadlines.
- The employee must maintain connections with work groups or teams from their remote work location.
- The employee has no recent or pending corrective or disciplinary actions.

### **Supervisor Responsibilities**

Supervisors managing employees who have been permitted to telework must effectively:

- Implement the telework policy/guidelines
- Conduct remote supervision
- Understand the technology and tools necessary for successful remote supervision
- Establish communication protocols with telework employees, including making continued efforts to involve teleworking employees in office/department events, messages, etc. as applicable to preserve teamwork.

Supervisors will assess each employee's progress on a telework assignment to ensure the employee's compliance with telework requirements, and address any work-related issues, including completing evaluations and other performance management as appropriate.

### **Communication and Accessibility**

Employees and supervisors must determine how communication between the teleworking employee, the worksite, and/or other employees also teleworking will be handled. Employees shall keep their supervisor and as needed, their co-workers or other Charter School stakeholders (e.g., students and/or parents), informed of their availability so these individuals know how and when to reach the employee during the employee's telework assignment. Employees must be accessible by phone and email at all times to their supervisor, co-workers, Northern United Charter Schools' stakeholders, and the Charter School generally during assigned work hours. Employees must notify their supervisors if they leave their telework site during agreed upon hours, aside from applicable meal and rest periods. Employees must give their telework schedule to their supervisor, including applicable meal and rest periods. Employees must also remain flexible in their scheduling, and shall be available to attend staff meetings and other meetings as required by their supervisor.



## **Safety**

The telework space is considered an extension of a Northern United Charter Schools' worksite. Employees will have the same responsibility for safe practices, accident prevention, and accident/injury reporting as in the regular worksite. In case of injury, accident, theft, loss, or tort liability related to telework, the employee must immediately report the event to their supervisor and allow the Charter School or its authorized agent to investigate and/or inspect the telework site as needed.

Employees are responsible for establishing and maintaining a designated, adequate workspace at their telework location. When the telework location is the employee's home, the employee is responsible for ensuring the location is safe (free from hazards and other dangers to the employee or equipment), clean, professional, and free of distractions (e.g., children, pets, electronic devices, etc.).

## **Supplies, Equipment, and Furniture**

Northern United Charter Schools will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, and photocopiers) for each telework assignment on a case-by--case basis. Northern United Charter Schools will not provide office furniture for the workspace at home.

Necessary technology equipment will be supplied and maintained by the Charter School, subject to availability. Equipment supplied by the Charter School is to be used for work purposes only. Employees must agree to protect the items from damage or theft. Employees shall not be entitled to reimbursement for their use of Northern United Charter Schools' property. Employees shall be held liable to Northern United Charter Schools whenever their wrongful or negligent act or omission causes loss, theft, disappearance, damage to, or destruction of Charter School property. Upon cessation of a telework assignment, all Charter School property must be returned to the Northern United Charter Schools.

Necessary technology that is not available (e.g., cell phones for non-managers, internet equipment and connections) shall be supplied by the employee as approved by the Charter School. All technology supplied by the employee shall be maintained by the employee. Northern United Charter Schools accepts no responsibility for damage or repairs to employee-owned equipment. Employees who supply personal technology for School-related use shall be eligible for reimbursement for the use of their technology pursuant to the "Reimbursement" section below.

## **Information Security and Confidentiality**

Employees must never provide any third parties access to the Charter School online platforms or share access passwords and must comply with all policies and procedures related to information security.

Consistent with Northern United Charter Schools' expectations of information security for employees working at the office, teleworking employees must ensure that their telework location is secure and confidential, away from the presence of family members or guests. Any Charter School materials taken home, such as confidential personnel or pupil records, must be kept in a secure space within the telework location and not be made accessible to any third parties, including the employee's family members or guests. Steps which employees may take to increase security of Charter School materials/information include use of

locked file cabinets and desks, regular password maintenance, shielding computer monitors, and any other actions appropriate for the position and the telework location.

### **Performance Standards**

Employees must maintain the same or an improved level of productivity and work quality while teleworking. If productivity and/or work quality begin to decline, the telework assignment will be reevaluated to determine if changes can be made or termination of the telework assignment is warranted. Telework allows a high amount of flexibility for an employee to complete their work in a timely and proper manner, and it is expected that employees will not abuse this opportunity by allowing their productivity or work quality to decline.

### **Professional Boundaries**

Employees must maintain appropriate levels of professionalism when interacting remotely with students and/or student's family members in full compliance with the Charter School's "Professional Boundaries: Staff /Student Interaction" section of the Northern United Charter Schools' Employee Handbook, as well as teleworking specific professional boundaries summarized below:

- Limit communications with students to issues involving School activities or classes only;
- Ensure professional communications with students by avoiding conversations of an overly personal, inappropriate, sexual, offensive, or indecent nature;
- Respect the privacy rights of students by ensuring communications and/or documents involving confidential pupil information are safeguarded appropriately;
- Maintain the same degree of formality as would be appropriate when working on-site, including in manner of speech, tone, method of communication, and appearance and dress, particularly when the employee may be communicating with students via video chat; and
- Continue to comply with any and all Northern United Charter Schools' policies, including enforcing appropriate student behavior and student discipline, child abuse and neglect reporting protocols, and prohibitions on harassment or other inappropriate conduct.

Employees who fail to demonstrate acceptable professional boundaries during a telework assignment may be subject to disciplinary action, up to and including termination from employment.

### **Evaluation and Duration**

Evaluation of employee performance during the teleworking assignment may include daily interaction by video, phone and/or email between the employee and the supervisor, and weekly face-to-face and/or video meetings whenever possible to discuss work progress and problems, as needed.

Northern United Charter Schools may modify or terminate telework assignments at any time, with or without cause or advance notice. Although not required, Northern United Charter Schools shall endeavor to provide seven (7) days' notice of the modification or termination of any telework assignment whenever possible.

