



Crete Academy

Employee Handbook 2019-2020

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ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE SCHOOL LEADER (“SL”)/CHIEF OPERATIONS OFFICER (“COO”).

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

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

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

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

Employee’s Signature: _____ Date: _____

Please sign/date, tear out, and return to the School.

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INTRODUCTION TO HANDBOOK

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

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

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

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

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

Mission

Crete Academy will provide a rigorous, college preparatory education to historically underserved TK-6 students.

Academic Philosophy

An unwavering focus on its mission to prepare student’s mind, body and soul to enter and succeed in college serves as the single guiding principle for every aspect of Crete Academy’s educational program and instructional methodology. Fundamentally, the Crete Academy community acts upon the belief that all students can learn at high levels and deserve the opportunity to receive a college preparatory public education. Crete Academy believes in establishing clear and measurable goals for academic performance for every leader, teacher and student, and believes that it is ultimately the responsibility of adults at Crete Academy Schools to do whatever it takes to ensure students meet the high academic and social standards set for them.

Foundational Beliefs

Crete Academy staff members embody and teach these values:

- **Character:** Crete is dedicated to ensuring students have strong character, which means they are honest, trustworthy, have integrity, and a strong sense of perseverance.
- **Responsibility:** Crete students will be taught to take responsibility for their actions. Students will learn humility in times of celebration and acceptance in times of failure.
- **Excellence:** Crete students will do all things with excellence, understanding that they are not perfect, but they are always asked to do their best.
- **Equality:** Crete students will learn to appreciate and embrace the differences of others, including but not limited to individuals of different ethnic backgrounds, religious faiths, sexual preferences and learning abilities. Students will learn that everyone deserves to experience life equally and should not be treated differently based on circumstances beyond their control.
- **Teachability:** Crete students will be taught the growth mindset in order to remain life- long learners. This means students will have an understanding that intelligence is not fixed.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

Crete Academy is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race;
- Color;
- Gender (including gender identity and gender expression);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- 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);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of 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”), or the Fair Employment and Housing Act (“FEHA”);
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

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

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

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

Employment At-Will

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Child Abuse and Neglect Reporting

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

Crete Academy 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.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee’s employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School 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 the well-being of students takes precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be convicted of a controlled substance or sex offense, or serious or violent felony, the employee must immediately report such a conviction to the SL/COO.

Tuberculosis Testing

All employees of the School 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 TB 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 assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

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.

Immigration Compliance

Crete Academy 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, Crete Academy will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School 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 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.

Professional Boundaries: Staff/Student Interaction Policy

Crete Academy 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:

A. Examples of PERMITTED actions (NOT corporal punishment)

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

B. Examples of PROHIBITED actions (corporal punishment)

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

Acceptable and Unacceptable Staff/Student Behavior

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

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One

viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, “Would I be engaged in this conduct if my family or colleagues were standing next to me?”

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

Some activities may seem innocent from a staff member’s perspective but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

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

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or 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)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.

- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Overnight Field Lessons

On any overnight field trips, staff members and students of the opposite gender may never share a room. Staff members may not sleep in the same beds, sleeping bags or small tents with students and should never be alone with one student in the room. Similarly, students should never be in a room without a chaperone. All non-Crete Academy staff chaperones must sign a chaperone agreement in advance of the trip.

Home Visits

While home visits are an integral part of the work of Crete Academy Schools, staff members should never be in a home alone with a student or alumni without their parent/guardian or another appropriate adult present.

Bathrooms

All Crete Academy staff members must use staff bathrooms rather than student bathrooms.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

Cautionary Staff/Student Behaviors

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

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

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.

- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the SL/COO about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

Crete Academy is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. Crete Academy's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race; color; gender (including gender identity and gender expression); 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); 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 and 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.

Crete Academy does not condone and will not 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 SL/COO or designee.

When Crete Academy receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the SL/COO) or the SL/COO 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. Crete Academy is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

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

Crete Academy 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 the 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: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

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

All supervisors of staff will receive sexual harassment, discrimination, and retaliation training within six (6) months of their assumption of a supervisory position and will receive further training once 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. Other staff will receive sexual harassment training and/or

instruction concerning sexual harassment in the workplace as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the SL/COO. 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 and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another’s body, or poking another’s body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person’s sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or 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 Crete Academy policy.

Workplace Violence

Crete Academy is committed to providing a safe workplace for all staff members. The purpose of this policy is to minimize the risk of personal injury to staff members and damage to personal and School/Program property. It is the policy of Crete Academy to expressly prohibit any acts or threats of violence by any third parties against any other staff member in or about its facilities or elsewhere at any time. Crete Academy will not tolerate any acts or threats of violence against its staff members or visitors by any individual on its premises at any time or while such individual is engaged in business with or on behalf of Crete Academy, on or off its premises. Crete Academy prohibits the bringing of unauthorized firearms or other weapons onto School premises.

Crete Academy will take prompt remedial action, up to and including immediate discharge, against any staff member who engages in threatening behavior or acts of violence or who use any obscene, abusive or threatening language or gestures.

In furtherance of this policy, staff members have a duty to warn the SL, security personnel, or any other member of the management team with whom the staff member feels comfortable, of any suspicious workplace activity involving any third party which could impact the School or those on the School campus. This includes, but is not limited to, threats or acts of violence, display of weapons, extreme agitation, stalking, aggressive behavior, offensive acts and any other injurious or destructive action or remark made for the purpose of domination or intimidation.

Staff member's reports made pursuant to this policy will be held in confidence, to the extent possible. Crete Academy Schools will promptly and thoroughly investigate all reports of violence, threats of violence or suspicious individuals or activities. No staff member will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

Staff members who violate this policy will be subject to disciplinary action up to and including termination of employment.

Whistleblower Policy

Crete Academy requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a

governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. 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.

Substance-Free Workplace

Crete Academy is committed to maintaining an environment free of drugs and alcohol. Staff members are strictly prohibited from using drugs or other controlled or intoxicating substances or alcohol in the workplace, or during work hours. Staff members are also prohibited from engaging in the unlawful or unauthorized manufacture, possession, consumption, trade, sale, or distribution of drugs and/or alcohol in the workplace. However, nothing in this policy precludes the appropriate use of legally prescribed medications, so long as the use of such medications does not adversely impact job performance. The SL/CEO may grant advanced approval for the consumption of alcohol on School premises for events where no students are present and at which consumption of alcohol by individuals under the legal drinking age is strictly prohibited. Violations of this policy may result in disciplinary action, up to and including termination. Staff members with questions regarding this policy or issues related to drug or alcohol use in the workplace should raise their concerns with the SL/HR. Staff members may do so without fear of reprisal by Crete Academy.

Confidentiality

While at Crete Academy, staff members will learn, have access to, or work with and be entrusted with confidential information. It is against Crete Academy's policy for staff members to use or disclose the School's/Program's "Confidential Information" to third parties without prior authorization. "Confidential Information" means any information that has been or which may be disclosed to, created by, or obtained by Crete Academy staff members in the course of employment, either orally or otherwise. The following is a non-exhaustive list of examples of confidential information:

- Student records
- Financial information

- Personnel records
- Payroll records
- Computer programs, processes and passwords
- Personal information regarding staff members, parents and students

Disclosing confidential information to outsiders or using it for anything other than conducting the School's/Program's business is prohibited. This prohibition continues even after termination of employment.

All confidential information, whether created or prepared by the staff member, or otherwise coming into his/her possession, is the exclusive property of Crete Academy both during the staff member's employment and after his or her termination. All outside requests for information should be sent directly to the School Leader and Crete Academy's Chief of Operations. Staff members shall not, without the prior written consent of the School/Program, use or disclose to any third party any of the Confidential Information described herein, directly or indirectly, either during the staff member's employment with the School/Program or at any time following the termination of staff member's employment with the School/Program.

Wellness Program

The Crete Academy Wellness staff will have access to confidential information. It is strictly prohibited, unless approved by the parent/guardian, for a member of the Wellness staff to communicate with anyone regarding such privileged information.

When discussing a particular student's behavior plan or strategies for students, the communication should remain one of process and procedures and at no time should the communication be relating to symptoms of behavior or specific individual circumstances.

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the SL/COO, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Acceptance of Gifts and Favors

Staff members are prohibited from:

- Soliciting for themselves or for a third party (other than Crete Academy itself) anything of value from anyone in return for any business, service, or confidential information of Crete Academy or its students.
- Accepting anything of value (other than bona fide salary, wages, and fees) from anyone in connection with Crete Academy business either before or after a transaction is discussed or consummated other than occasional nominal parent or student gifts.

All gifts received or offered, other than the exceptions listed below, should be disclosed in writing immediately to the COO. The exceptions are:

- Benefits that are available to the general public on the same conditions;
- Acceptance of gifts, gratuities, amenities, or favors that are based on family or personal relationships, independent of any school business (such as those with parents, children, and spouses) when the circumstances make clear that it is those relationships, and not the business of the School, that are the motivating factors;
- Meals, refreshments, travel arrangements, accommodations, recreational trips, attendance at sporting events or entertainment of reasonable value in the course of a meeting or other occasion, the purpose of which is for a bona fide business discussion or part of an effort to foster better school operations, the expense would be one Crete Academy would pay as a reasonable business expense if not being paid by another party;
- Acceptance of gifts not to exceed \$25.00 in value that are related to commonly recognized events or occasions, such as a promotion, wedding, graduation, or Christmas; and
- Acceptance of civic, charitable, educational, or religious organizational awards for recognition of service and accomplishment. The monetary value of such awards should not exceed \$25.00 in value.

Violation of these rules will result in appropriate disciplinary action. Depending upon the severity and circumstances of the violation, such action could range from requiring reimbursement to termination of the staff member involved in the violation.

Smoking

The Crete Academy facility is a no smoking facility.

THE WORKPLACE

Office Hours and Attendance

At Crete Academy, we believe that anything is possible and work hard every day to prove that for all of our community members. The regular workday for Crete Academy staff members shall be determined by the academic schedule and any extracurricular activities for which staff members have responsibilities. The regular office hours of Crete Academy are Monday through Friday, 7:15 a.m. to 4:00 p.m., unless otherwise stated.

These hours reflect the minimum expected hours for staff members and a different schedule may be required in some positions. Hours may be set and adjusted by the SL, and staff members will receive notice of any change. A staff member who will be late to work must inform his or her SL or the SOM (School Office Manager) for School-based operations staff prior to his or her regular start time. A staff member who must be absent for any reason during work hours must inform his or her SL/SOM in advance. Planned absences must be scheduled and approved in advance by the SL or the SOM for school-based operations staff. A staff member that is unable to attend work due to illness or a serious personal reason must contact the SL at least two (2) hours before s/he is scheduled to begin work. A staff member must report in each day that s/he will be absent and a doctor's note may be required before s/he is permitted to return to work. If a staff member fails to report in on a morning s/he is absent, that individual will be deemed to have taken an unauthorized absence and will be subject to discipline, up to and including termination. Staff members who fail to report in for three (3) consecutive days without authorization may be deemed to have abandoned their jobs.

Frequent lateness or absenteeism will affect performance and may affect the ability of others to perform their work. For this reason, excessive lateness and absenteeism will result in disciplinary action, up to and including termination. Documentation for reason of absence may be requested by the SL/COO at any time at their sole discretion.

Critical Days

Critical Days are defined as periods of school operations where it is critical that all staff be in attendance. All days immediately before or after a school holiday are designated critical days and will not be approved. Staff members that are ill must provide documentation from a doctor if s/he must be absent during a critical day. The School Leader will outline critical periods and the School Leader must approve all leave requests at least two (2) weeks in advance.

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 Crete Academy 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

Crete Academy 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.

Crete Academy 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. 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.

Time Cards/Records

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

Non-exempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All non-exempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

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

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.

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

Use of Email, Voicemail and Internet Access

Crete Academy will permit employees to use its email, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file or email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. Crete Academy retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's Crete Academy email account.

Purchasing

Staff members must follow the Purchasing Policy set forth below:

Purchase Requests

All purchase requests must be pre-approved. Requests should be submitted in writing, even if a verbal request is also made. Once written approval is received, the staff member may submit a purchase request on the appropriate finance form. The Office Manager/School Operations Manager is responsible for submitting purchase requests for office supplies and program supplies. Requests should be made in writing on the appropriate form.

Getting Reimbursed

1. *Remember to get an itemized receipt.* EVERY EXPENSE NEEDS A RECEIPT. The following items are not sufficient documentation: packing slips, online shopping cart print outs, and other items that do not state the amount of the purchase and confirm that the purchase was made.

Original receipts, a copy of the receipts, a packing slip for shipped goods, should be stapled to the reimbursement form. Multiple receipts from multiple vendors may be

attached to a single Reimbursement Request form. Please keep a copy of the receipt and the reimbursement form for your records. This will protect staff members in case paperwork is misplaced at any point during the process.

2. *Fill out a Reimbursement Request Form.* Forms are available from the SOM. When describing the purchase on the form, staff members should complete the form thoroughly, including the description line, and avoid use of the term “miscellaneous.” The person submitting the form must sign the reimbursement form. Reimbursement Forms should be submitted within one week of purchase to your SOM, after obtaining school leader or COO approval.

Please note: Crete Academy does not distribute petty cash or cash advances. If a vendor will accept a check, staff members may also request a check through their SOM (using the Check Request form) for the vendor in advance and thus avoid making an out of pocket purchase, after obtaining school leader or manager approval.

Budget and Expense Policies and Procedures

It is the policy of Crete Academy to reimburse individuals for necessary and reasonable travel and business expenses incurred while conducting official Crete Academy business. As good stewards of our money, this policy has been created to ensure sound business practices along with timely and accurate reporting of travel and business expenses. Please direct any questions regarding this policy to the COO.

Expense Reporting by Employee

Receipts for reimbursement of approved travel and business expenses must be received, accompanied by a completed reimbursement form, by the COO or SOM preferably within fifteen (15), but no later than thirty (30) days after completion of a trip, the date of an event or the incurrence of a business expense.

Any claim for reimbursement submitted more than thirty (30) days after the completion of the trip or event may not be reimbursed, unless an approved reasonable exception has been obtained. A reasonable exception will be decided on a case-by-case basis depending on the facts and circumstances of the situation.

The organization reserves the right to withhold reimbursement while it investigates expense report items.

The Reimbursement Request Form can be obtained by contacting the COO or SOM.

Mileage

Mileage for approved travel will be reimbursed at the IRS standard mileage rate for any meetings or trainings outside of the city of Los Angeles. Mileage may be reimbursed for travel to meetings or schools for Crete Academy business. When traveling outside of the city of Los Angeles (ex. Anaheim), please carpool with other Crete Academy employees when possible. Mileage will not be reimbursed for commute from home to work or personal errands in conjunction with Crete

Academy business.

A Google Maps printout, or other appropriate documentation, must be submitted for reimbursement. The mileage log can be obtained from the SOM or Finance Office. For current IRS standard mileage rates please visit www.irs.gov, keyword “mileage.”

Airfare

Business travel by air should be planned at least fourteen (14) days in advance. Travelers are expected to book the lowest cost coach class fare available. In the event airfare must be purchased less than fourteen (14) days prior to travel, written approval must be obtained by the COO. Employees are expected to select flights based on low-price coupled with timing requirements; they may not take more expensive flights because they personally prefer a specific carrier. Employees using their frequent flyer mileage program are not expected to use their miles for business purposes. Employees are not allowed to use miles to book a flight and turn in reimbursement for the cost of the flight.

Meal Daily Limits

Crete Academy maintains a table that shows the breakdown for breakfast, lunch, and dinner per diem rates. These rates apply during travel as well as local business meals. Please keep these per diems in mind when making restaurant decisions. The per diem rates differ by location. View the per diem rate chart for your location or primary destination to determine which rates apply. Please see the SOM or COO for any questions related to the per diem chart. Also, please note that the Los Angeles daily limit, as well as most US cities is \$59. Staff members may not be reimbursed for meals that are classified solely as entertainment.

Lodging

Lodging prices vary for each destination. Please use the Crete Academy Per Diem Rate Chart for your primary destination to determine which rates apply.

Rental Car

Travelers may rent a car at their destination if:

- It is less expensive than other modes of transportation such as taxis and airport shuttle.
- Traveler will need transportation on a daily basis to multiple locations. Travelers will be reimbursed for rental expense of economy size vehicle; unless more than two (2) people are traveling together. Car must be booked from the least expensive on-site retailer. Reimbursable costs include rental fee, mileage fee, gasoline, tolls, parking fees and insurance charges. Non-reimbursable costs include car repairs, traffic and/or parking fines or violations. Non-reimbursable Expenses

The following are not reimbursable since they are primarily for personal use.

- Alcohol

- Car repair
- Credit card interest charges
- Day-care for children or pets
- Fees for upgrades of air, hotel or auto
- Golfing or green fees
- Golfing cart rental
- Grooming, Nail or Hair Salon expenses
- Headphones on airlines
- Health Club fees
- Laundry (unless out of town five [5] nights or more)
- Massage
- Medicines
- Movies (either in room or at the theater)
- Personal bar bills
- Personal books, magazines or other entertainment
- Personal travel portion during business trip
- Pet hotel stays or transportation
- Political or charitable contributions
- Sporting events
- Spouses expenses if accompanying Crete Academy employee on business trip
- Toiletries
- Theater, cinema or opera tickets
- Traffic citations (parking tickets or fines)

Crete Academy Property

Crete Academy property (including but not limited to computers, cellular telephones, photocopiers, and other equipment, machines or tools) is essential in accomplishing job duties and often is expensive and may be difficult to replace. When using Crete Academy property, staff members are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Staff members must notify their SL/SOM if any School/Program Property appears to be damaged, defective or needs repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to staff members or others. Staff members also are prohibited from any unauthorized use of Crete Academy intellectual property, such as audio and videotapes, print materials and software. Staff members who practice improper, careless, negligent, destructive, or unsafe use or operation of equipment will be subject to discipline, up to and including discharge.

The School/Program is not responsible for any damage to staff member's personal belongings.

Securing Equipment In and Out of the Classroom

When securing both teacher issued equipment, and equipment designated for student use, please observe the following protocols:

- Do not share, or allow a student to see, a lock combination when retrieving or returning laptops to a mobile cart.
- Always scramble the combination when the lock is not in use.
- Always lock mobile cart when exiting classroom.
- Over weekends and holidays, in addition to securing laptops, freestanding projectors are to be secured in a locking cabinet or drawer within the classroom. If you do not have a secure area in your classroom, or if this area becomes compromised at any point, notify the office immediately.
- Staff-issued laptops should be taken with you at the end of the day, or secured in a locked cabinet before leaving campus.
- If loss does occur, and it is determined that any of the above protocols were not followed at the time of the loss, the responsible staff member may be required to compensate Crete Academy for the value of the lost equipment.

Maintaining Electronic Equipment in Your Classroom

The electronic equipment provided to you by Crete Academy is costly and its proper upkeep is important.

Laptops: Refrain from downloading any 3rd Party Application from social networking sites, as these lead to a large number of computer viruses and hard drive failures.

The Limits of Staff Member Responsibility

Staff members will not be held responsible for any hardware defect that occurs at no fault of the user, or if that hardware is under warranty. In addition, virus and wireless issues that arise are expected and will be fixed by the technology team. Any misplaced or stolen electronic equipment, that cannot be located within a reasonable period of time, may become the responsibility of the staff member if it is determined that protocol was not followed. If this is the case, that staff member may be required to compensate Crete Academy for the value of the lost or stolen equipment.

Monitoring Student Laptop Use In the Classroom

It is expected that while students are engaged in online learning in the classroom, that any staff member in the room make every reasonable attempt to ensure students are not being exposed to

material inconsistent with the assigned online task. This requires consistent circulation and/or positioning within the room so as to always have each laptop screen within view.

If students attempt to shield their screen from an adult in the classroom, it is assumed that material inconsistent with the assigned activity is displayed, and laptop use privileges should be restricted.

If it is determined that a teacher has intentionally given a student a restricted password, or access to restricted sites, that teacher may have their set of laptops removed from their possession for an indefinite period of time.

Online Communication with Students

Many of our students communicate via social networking sites, instant messenger clients, and email. If there is a need for a staff member to communicate online with a student, they are to do so through one of the online instructional programs Crete Academy has purchased.

Procedures for Resolving Technology Issues

If you experience technical difficulty with any of the Crete Academy issued hardware or software assigned to you, your students, or your classroom, it is required that you report that problem to the SOM.

When issues are communicated to Crete Academy's SOM, issues are addressed within 48 hours. If your issue is one that prohibits you from getting online to fill out the form, call or text message the SOM with your request.

Personal Business

Crete Academy's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum (Urgent or Emergency). If you are found to be using your phone for non-urgent personal use during work hours, you may be subject to disciplinary action, including dismissal. Personal calls should not be made outside the immediate dialing area. Do not use School material, time or equipment for personal projects.

Personal Property

Loss of, or damage to, personal property is not the responsibility of Crete Academy, even if the damage or loss occurs on Crete Academy's grounds.

Involvement in Civic, Trade, Educational, Charitable, and Fraternal Affairs

Crete Academy encourages staff members to participate in civic and charitable activities. Staff members choosing to participate in civic, charitable, political, and professional association activities are responsible for seeing that such participation does not result in any actual or apparent conflict of interest.

Staff Travel

Staff members are eligible for reimbursement for certain expenses incurred while traveling on official Crete Academy business. To be eligible for travel reimbursement, staff members must have transportation, lodging, and meal-spending limits approved in advance by the SL/COO. All requests for travel reimbursement must be made in accordance with the reimbursement policy in this handbook and be accompanied by proof of expenditures and payments. The final decision on whether to reimburse staff members for any such expenses will be made the SL/COO, in his or her sole discretion. In every case, the means of transportation which is least expensive to Crete Academy and which is in the interest of efficiency, with proper consideration of circumstances, should be used. For car rentals, Crete Academy will not reimburse for liability coverage because it carries liability coverage through its insurance policy. Staff members must purchase the physical damage/loss damage waiver coverage for physical damage coverage to the vehicle itself.

Disciplinary Physical Contact With Students

It is the policy of Crete Academy that no teacher or other staff member will use corporal punishment against a student. This prohibition includes spanking, slapping, pinching, hitting, tying, taping, or the use of any other physical force as retaliation or correction for inappropriate behavior.

STAFF-STUDENT INTERACTIONS

While the use of appropriate touching is part of daily life and is important for student development, teachers and other staff members must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that he or she not be touched, then that request must be honored without question.

Boundaries Defined

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

Acceptable and Unacceptable Behaviors

Some activities may seem innocent from a staff member’s point-of-view but could be perceived as flirtation or sexual insinuation from the perspective of students or parents. There is no single reasonable person standard. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or “grooming.” Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. Violations could subject the teacher or staff member to discipline up to and including termination. *Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for any required disciplinary purposes.*

Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

Unacceptable Behaviors

These lists (and any subsequent lists) are not meant to be all-inclusive, but rather, illustrative of the types of behavior intended to be addressed by this policy.

1. Giving gifts of a personal and intimate nature (including photographs) to a student; or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal or School Leader. It is recommended that any such gifts be filtered through the Principal along with the rationale therefor.
2. Kissing of ANY kind
3. Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 Plan.]
4. Full frontal or rear hugs and lengthy embraces
5. Sitting students on one's lap (grades 3 and above)
6. Touching buttocks, thighs, chest, or genital area
7. Wrestling with students or other staff member except in the context of a formal wrestling program
8. Tickling or piggyback rides
9. Any form of sexual contact
10. Any type of unnecessary physical contact with a student in a private situation
11. Intentionally being alone with a student away from school
12. Furnishing alcohol, tobacco products, or drugs - or failing to report knowledge of such
13. "Dating" or "going out with" a student
14. Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
15. Taking photographs or videos of students for personal use or posting online
16. Either partially or fully undressing in front of a student or asking a student to undress with the intent to view/expose private body parts
17. Leaving campus alone with a student for lunch
18. Sharing a bed, mat, or sleeping bag with a student

19. Making, or participating in, sexually inappropriate comments
20. Sexual jokes, or jokes/comments with sexual overtones or double-entendres
21. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
22. Listening to or telling stories that are sexually oriented
23. Discussing your personal troubles or intimate issues with a student
24. Becoming too involved with a student so that a reasonable person may suspect inappropriate behavior
25. Giving students a ride to/from school or school activities without the express, advance written permission of the Principal and the student's parent or legal guardian
26. Being alone in a room with a student at school with the door closed and/or windows blocked from view
27. Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer
28. Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.

Acceptable Behaviors

1. Pats on the shoulder or back
2. Handshakes
3. "High-fives" and hand slapping
4. Touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
5. Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only
6. Holding hands while walking with small children or children with significant disabilities
7. Assisting with toileting of small or disabled children in view of another staff member
8. Touch required under an IEP or 504 Plan
9. Reasonable restraint of a violent person to protect self, others, or property
10. Obtaining formal written pre-approval from the Principal to take students off school property for activities such as field trips or competitions, including parent's written permission and waiver form for any sponsored after-school activity whether on or off- campus

11. Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment)
12. Keeping the door wide open when alone with a student
13. Keeping reasonable and appropriate space between you and the student
14. Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing
15. Keeping parents informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
16. Keeping after-class discussions with a student professional and brief
17. Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
18. Involving your direct supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
19. Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later
20. Recognizing the responsibility to stop "Unacceptable Behaviors" of students and/or co-workers
21. Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
22. Prioritizing professional behavior during all moments of student contact
23. *Asking yourself if any of your actions, which could be contrary to these provisions, are worth sacrificing your job and career.*

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

Boundaries Reporting

When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a strong suspicion of misconduct, he or she must report the suspicion to the Principal promptly. Reasonable suspicion means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe the conduct occurred. Prompt reporting of observations

falling into the unacceptable range of adult behavior with students is essential to protect students, the staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

Child Abuse / Sexual Abuse Reporting (Mandatory Reporting)

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse, or you reasonably suspect it, **California Penal Code Section 11166 requires YOU to immediately report this information or suspicion directly to a child protective agency or the police.** The report shall be made by phone as soon as possible and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse. Internal reporting to the Principal occurs after the phone-in report. Failure to meet these obligations can result in a monetary fine and/or jail.

Investigating

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

Consequences

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

Social Media

Because communications to the public that undermine confidence in individual Crete Academy staff members may make it more difficult to manage and motivate students, faculty should not use blogs, web pages or social networking sites to present information about themselves, colleagues or students that may undercut the reputation of Crete Academy or that may open anyone associated with Crete Academy Schools to criticism. Pictures or descriptions of conduct that would subject a teacher to school discipline could be detrimental to that teacher's status as an educator and could negatively impact the academic process of Crete Academy.

Staff members should also consider carefully the impact on Crete Academy of information presented on a personal blog, website, or social networking site. Although maintaining the blog/website is private conduct, information connecting the writer with Crete Academy may impact on the writer's own status among colleagues, may be hurtful to colleagues, may be misconstrued by parents, and may become a subject of gossip among students. To the extent that such "blogging" or use of a web site or social networking site impairs a staff member's ability to command respect among colleagues, students and parents it interferes with Crete Academy's educational mission and must be avoided. Violation of any of these guidelines may result in instant dismissal.

Professional Appearance

In order to model professionalism for our students, staff members are expected to present a neat, professional appearance at all times. The following are generally regarded as inappropriate dress while school is in session: athletic wear, spandex or leggings, flip flops, tank tops/midriff tops/halter tops, or mini-skirts. The SL may notify staff members in advance of a casual dress day. There will also be a weekly college day designated by the SL. On college day staff are encouraged to wear casual pants/jeans and shirts, sweatshirts and hats representing the college/university of their choice. Wearing a Crete Academy shirt is always encouraged during any casual dress days.

Please note that some staff members may be required to wear closed-toed and rubber-soled shoes at all times based upon the nature of work being done. Managers will have more specific information as this applies to staff members.

Media Inquiries

Crete Academy has designated spokespersons for dealing with the media. All media inquiries regarding Crete Academy must be referred to the CEO and COO.

Health and Safety Policy

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

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 the SL/COO any potential health or safety hazards, and all injuries or accidents.

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

Security Protocols

Crete Academy has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the SL/COO. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the SL/COO when keys are missing or if security access codes or passes have been breached.

Occupational Safety

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

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

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

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

Administering Medicine

Except as otherwise set forth in writing by a parent or guardian for emergencies during a field trip, Crete Academy staff members must never give a student medicine of any sort. If a student becomes ill, the student should be sent to the School's office. If a student needs medication during school hours, parents must submit a written request to the school staff indicating the type of medication, dosage, and time of administration along with the medication in its original sealed container. *Note: additional select staff members are trained in administering medicine.

Transportation of Students/Alumni

Staff members may occasionally be in a position to provide transportation for students. With the exception of emergency situations or for medical need, students should never be transported without prior written permission from a parent. Students should be transported directly to their destination. Staff members must avoid unnecessary and/or inappropriate physical contact with students while in vehicles. In the event of any incident in a staff member's car while on Crete Academy business, the staff member's personal coverage will be the primary insurance. Crete Academy insurance will serve solely as secondary insurance.

Field Lessons Permission Slips

All staff members must obtain a signed permission slip from a parent or guardian for any off-site outing regardless of the number of students/alumni (under the age of 18) involved and the date/time of the outing. This includes but is not limited to individual school off-site events and small group outings like rewards trips. Permission slips should be kept on file for at least one year following the field trip/event. All schools/programs must use the standard Crete Academy permission slip for each and every field trip/event. ("Universal" or "blanket" permission slips or verbal consent is not considered sufficient for student participation in a field lesson/event.). Staff members should bring along a first aid kit on any group outing/event.

If a student/alum is going to stay at school later than 6:00 p.m. on a consistent basis, a signed permission slip from a parent must be maintained on file in the school.

Crisis Management

Fights: Staff members are expected to use their best judgment to protect both students and themselves should there be a student fight. Staff members should never use excessive force in disarming conflicts.

Fire: If staff members notice smoke or a fire, the staff members will follow the protocol developed for fire drills and evacuate the building in an orderly fashion. This protocol is distributed to all staff members and is available from the School Operations Manager. The police and fire department will be notified.

Medical Emergencies: If at all possible, the staff member who is made aware of the medical emergency will handle it or alert another staff member known to be qualified to handle it. In the case of any medical emergency, the child's parent, guardian, or emergency contact will be called and, if need be, an ambulance will be called as soon as possible.

Emergency Closings

If the Los Angeles Unified School District public schools close due to bad weather, then Crete Academy will also close. In the event that weather conditions become hazardous during the school day, Crete Academy will follow the early dismissal policies of the Los Angeles Unified School District.

Accident/Incident Reporting

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

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

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

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

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the SL/COO to explain them.

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 SL/COO. The office maintains a supply of these forms.

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

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

Overtime Pay

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

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

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

Paydays

Paydays occur on a bi-monthly basis on the 10th and 25th day of each month, except when those days fall on a holiday or a weekend, in which case the payday occurs on the prior workday. All professional development days are treated as regular workdays. Direct deposit is mandatory as of August 30, 2017. Upon initial employment with Crete Academy or when changing bank accounts or direct deposit method, employees will receive a paper voucher check until the direct deposit bank account is verified. Typically, the account is verified within one payroll cycle whereas the employee will receive his or her first payment via paper voucher check.

Wage Attachments and Garnishments

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

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

Benefits

Crete Academy intends to provide all full-time employees with medical, dental and vision insurance; however Crete Academy retains the right to terminate or amend such coverage at any time. The eligibility requirements for the specific coverage, eligibility periods and benefits payable under the plans offered by Crete Academy are described in insurance brochures, which may be obtained from the Executive Director of Human Capital. Coverage may change from time to time. Employees may be required to pay for coverage for themselves and/or their family members.

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.

Crete Academy 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. Crete Academy 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;
- Crete Academy 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.

Retirement Benefits

Employees at additional Crete Academy schools will be given the option to participate in the organization's 403(b) program.

PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by the SL/COO. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon 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 toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with the SL/COO, and that they are aware of its contents.

Newly hired employees may have their performance goals reviewed by the SL/COO within the first ninety (90) days of employment.

Salary and potential for advancement will be based largely upon job performance. On a periodic basis, the SL/COO will review employee job performance with an employee in order to establish goals for future performance and to discuss your current performance. Crete Academy's evaluation system will in no way alter the at-will employment relationship.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for you. Please keep the SL/COO advised of changes that should be reflected in your personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact you should the change affect your other records.

You have the right to inspect documents in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. You also have the right to obtain a copy of your personnel file as provided by law. You may add your comments to any disputed item in the file. Crete Academy will restrict disclosure of your personnel file to authorized individuals within the School. A request for information contained in the personnel file must be directed to the SL/COO. Only the SL/COO 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 Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

HOLIDAYS, VACATIONS AND LEAVES

Holidays

Staff members are paid on a twelve (12) month basis, although School-based employees, other than School-based operations employees, only work during the school year. During the school year, School-based staff members are only paid for days worked on days that the school is open unless this policy specifically provides for paid time off. Please consult your School's site calendar for holidays, variations in breaks and intersessions during the school year.

Each school year, Crete Academy will be closed on the following days, which are paid holidays for all Salaried Crete Academy employees:

- Admissions Day
- Labor Day
- Veterans Day
- Thanksgiving Break
- Winter Break
- Martin Luther King, Jr. Day
- Lincoln Day & Washington Day
- Cesar Chavez Day
- Spring Break
- Memorial Day

Please note that the Crete Academy holiday calendar is subject to change annually. Salary School-based staff members, with the exception of school-based operations employees, have no paid vacation other than paid holidays and sick days. Employees who observe religious holidays not listed above shall communicate the need for additional days off with his or her School Leader or manager.

Unpaid Leave of Absence

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

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

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

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, Crete Academy offers paid sick leave to its employees. 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/domestic partners, grandparents, grandchildren, siblings, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least two (2) hours per week for at least thirty (30) days within the span of a single calendar year from the commencement of employment. All eligible full-time employees shall be credited with forty-eight (48) hours of sick leave at the beginning of each work year. Part time employees accrue 1 hour per 30 hours worked.

Sick leave must be taken by employees in increments of two (2) hours. All employees are limited to using forty-eight (48) hours of sick leave each work year.

If employee is absent longer than three (3) days due to illness, medical evidence of employee's illness and/or medical certification of employee's fitness to return to work satisfactory to the School may be required. The School will not tolerate abuse or misuse of sick leave. If the School suspects abuse of sick leave, the School may require a medical certification from an employee verifying the employee's absence.

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

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

- **Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by the School for 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 FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles.

- Events That May Entitle an Employee To FMLA Leave

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
 - 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 or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces servicemember with a serious injury or illness, the employee may take a

maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.

4. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.

- Amount of FMLA Leave Which May Be Taken

1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces servicemember shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
3. The “twelve month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA 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 Leave

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

2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.
5. Employees who will be taking California Family Rights Act/baby-bonding leave will receive two (2) workweeks (10 days) of forty-percent (40%) pay.

- **Health Benefits**

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

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.

Crete Academy may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

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

- **Seniority**

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

- **Medical Certifications**

3. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.
 4. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.
 3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
 4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.
- Procedures for Requesting and Scheduling FMLA Leave
 1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the SL/COO. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.
 2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for

FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.

6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The School will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- **Return to Work**

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA leave taken because of his/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.

- **Limitations on Reinstatement**

1. Crete Academy may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees within seventy-five (75) miles of the employee's worksite.

2. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- **Employment during Leave**

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

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- **Employee Eligibility Criteria**

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

- **Events That May Entitle an Employee to Pregnancy Disability Leave**

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

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

- **Duration of Pregnancy Disability Leave**

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 ¹/₃ weeks).

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

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

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave at the beginning of any otherwise unpaid leave period.
2. Following the exhaustion of sick leave, employees shall receive up to six (6) weeks of fifty percent (50%) pay.
3. The receipt of pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
4. Sick leave accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

Crete Academy 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) months in a twelve (12)-month period. Crete Academy can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.

2. The employee's failure to return from leave is for a reason other than the following:

- The employee is taking leave under the California Family Rights Act.
- There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
- There is a non-pregnancy related medical condition requiring further leave.
- Any other circumstance beyond the control of the employee.

- Seniority

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

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the SL/COO. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
 6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
 2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
 3. In accordance with Crete Academy policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.

4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- Employment during Leave
- No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Industrial Injury Leave (Workers' Compensation)

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

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

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

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

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

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most

appropriate medical center or hospital for treatment will be recognized as an approved center.

- All accidents and injuries must be reported to the SL/COO and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

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

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

Except for employees serving in the National Guard, Crete Academy will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. 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.

Crete Academy shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and

servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

Staff members are entitled to up to five (5) days unpaid leave in the event of the death of an immediate family member. For the purposes of this policy only, immediate family member shall include a spouse, child, parent or sibling. A staff member who wishes to take bereavement leave should notify his or her SL/COO immediately.

Jury Duty or Witness Leave

Crete Academy encourages staff members to fulfill their civic responsibilities by performing jury duty when required. If a staff member is called to serve for jury duty, s/he must bring his or her notice to the SL/SOM immediately upon receipt of the notice. Depending on the operational needs of the School, Crete Academy may request that staff members attempt to reschedule or be excused from jury duty.

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all non-exempt employees, the School will pay for up to three (3) days if you are called to serve on a jury.

Staff members are expected to report to work whenever the court schedule permits, such as if they are released early from jury duty on any day(s). Crete Academy will continue to provide health insurance for the full term of the jury duty absence while the staff member remains employed by Crete Academy. Staff members will not be terminated or penalized for an absence due to jury duty and staff members also may accept any fees paid to jurors by the court.

Voting Time Off

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

School Appearance and Activities Leave

As required by law, Crete Academy will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from 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 child 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 Crete Academy, 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 advanced 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, eligible 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 (30) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the 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 or 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 School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Victims of Abuse Leave

Crete Academy provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. 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. 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 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 Crete Academy 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 Crete Academy 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.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, Crete Academy 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 SL/COO.

Returning From Leave of Absence

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

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

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

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

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Negligence or improper conduct leading to damage of Crete Academy property.
4. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
5. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
6. Fighting or instigating a fight or threatening violence on School premises.
7. Violations of the drug and alcohol policy.
8. Using or possessing firearms, weapons or explosives of any kind on School premises.
9. Gambling on School premises.
10. 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.
11. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
12. Unauthorized use of telephones, mail system or other Crete Academy equipment.
13. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
14. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
15. Excessive absenteeism or tardiness excused or unexcused.
16. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
17. Immoral or indecent conduct.
18. Conviction of a criminal act.
19. Engaging in commercial activity, including outside employment, that conflicts with the interests of Crete Academy.
20. Engaging in sabotage or espionage (industrial or otherwise)
21. Violations of the sexual harassment policy.

22. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
23. Violation of safety or health rules
24. Smoking in prohibited areas.
25. Sleeping during work hours.
26. Release of confidential information without authorization.
27. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
28. Refusal to speak to supervisors or other employees.
29. Dishonesty.
30. Failure to possess or maintain the credential/certificate required of the position.

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

Off-Duty Conduct

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

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

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

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no

responsibility for it. Crete Academy shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Termination of Employment

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

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

Employment References

All outside inquiries regarding employment references for current or former Crete Academy staff members must be directed to the SL or SOM. Staff members are strictly prohibited from responding to such inquiries.

INTERNAL COMPLAINT REVIEW

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the SL/COO or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

This policy is not applicable to discipline issues involving employees.

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 SL/COO or designee:

1. The complainant will bring the matter to the attention of the SL/COO 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 SL/COO or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the SL/COO, the complainant may file his or her complaint in a signed writing to the President of the School’s 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 Board President or investigator will report his or her findings to the Board for review and action, if necessary.

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

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

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

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the SL/COO or Board President (if the complaint concerns the SL/COO) 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, SL/COO (or designee) shall abide by the following process:

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

General Requirements

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

AMENDMENT TO EMPLOYEE HANDBOOK

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

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

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

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the SL/COO or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

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

Signature of Complainant

Date: _____

Print Name

Received by:_____

Date: _____

APPENDIX B
INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur?

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

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____

Date: _____