



**CABRILLO POINT ACADEMY**

13915 Danielson St., #200, Poway, California 92064

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**Special Board Meeting  
Cabrillo Point Academy  
3152 Red Hill Ave. #150  
Costa Mesa, CA 92626  
June 28, 2022 – 9:00am**

**Through Teleconference**

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**AGENDA**

1. Call to Order
2. Approval of the Agenda
3. Public Comments
4. Discussion and Potential Action on the Universal Pre-Kindergarten Spending Plan
5. Consent Agenda

The following items are considered by the Executive Director to be of a routine nature.

The last item in this section is a single vote to approve them en masse with one motion. Any recommendation may be removed at the request of any Board Member and placed on the regular agenda.

- a. Kindergarten and TK Policy
  - b. 2022-2023 Compensation Policy
  - c. 2022-2023 Employee Handbook
6. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items either in person through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Any person on zoom wishing to speak please either utilize the chat option to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in the order that requests are received. We ask that comments are limited to 2 minutes each so that as many people as possible may be heard. If a member of the public utilizes a translator to address the board, those individuals are allotted 4 minutes each. If the board utilizes simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: Cabrillo Point Academy Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at (619) 749-1974 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

## For Agenda Item

### Action Item: Approval of the Universal Pre-Kindergarten (UPK) Planning and Implementation Grant

#### Overview:

Children are only required to attend school in California when they turn six years old. Until that age, it is up to parents to decide whether to enroll their children in preschool or transitional kindergarten, or other childcare arrangements, or keep them at home. California's new universal pre-kindergarten (UPK) initiative will provide pre-kindergarten learning opportunities for four-year-olds by the school year 2025-26. UPK is an umbrella term that includes a variety of programs, including transitional kindergarten and other programs and services, such as preschool (California) and the federal Head Start Program. Participation in UPK is optional, and choices include:

- **Universal transitional kindergarten (UTK)-** UTK is a component of universal pre-kindergarten (UPK). It is the only option within the UPK umbrella that will be universally available and free of cost for all four-year-old children as part of California's public education system. The current transitional kindergarten structure serves primarily children who are five years old. The UTK initiative requires all local educational agencies, including non-classroom-based charter schools with Kindergarten enrollment, to offer transitional kindergarten to all four-year-old students by the 2025-26 school year. LEAs may offer TK as part of an independent study program.
- **California State Preschool Program (CSPP)-** CSPP refers to the state-funded preschool program.
- **Head Start-** This program is a federally administered program that serves children from low-income families.
- **Early Learning and Care-** This includes general child care, Early Head Start, community-based early learning and care programs, and family child providers.

California Education Code (EC) Section 8281.5 created the UPK Planning and Implementation Grant Program (UPK P&I). LEAs receiving UPK P&I grant funds must develop a UPK implementation plan that outlines how all eligible children will have access to full-day learning programs the year before kindergarten. The governing board must consider this plan at a public meeting on or before June 30, 2022.

UPK P&I funds may be used for creating or expanding CSPP or TK programs or to establish or strengthen partnerships with other providers of pre-kindergarten education, including Head Start programs. Allowable costs include, but are not necessarily limited to, planning costs, hiring and recruitment costs, staff training, professional development, classroom materials, and supplies.

The Universal Pre-Kindergarten (UPK) Planning and Implementation Grant is attached.

## Cabrillo Point Academy Universal Pre-Kindergarten Planning and Implementation Plan

Total allotment: \$158,801.

| LEA Name               | Contact Name/Title of the individual Self- Certifying the Statement Above | Email                                | Phone        |
|------------------------|---|--------------------------------------|--------------|
| Cabrillo Point Academy | Jennifer Lorge  | jenna.lorge@cabrillopointacademy.org | 619-782-6464 |

### Projected Enrollment and Needs Assessment

#### Projected Student Enrollment

| Type of Student | 2019-20 | Current:<br>Turn five<br>between<br>September 2<br>and<br>December 2 | 2022-23:<br>Turn five<br>between<br>September 2 and<br>February 2 | 2023-24:<br>Turn five<br>between<br>September 2 and April 2 | 2024-25:<br>Turn five<br>between<br>September 2 and June 2 | 2025-26:<br>Turn<br>four by<br>Sept.1 |
|-----------------|---------|--|---|---|--|---------------------------------------|
| TK Students     | 306     | 108  | 140   | 147   | 152  | 159                                   |

**Facilities Estimates (Cumulative):** We are a non-classroom-based, independent study charter school.

| Type of Facility                                       | 2019-20 | Current | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|--|---------|---------|---------|---------|---------|---------|
| TK Classrooms  | N/A     | N/A     | N/A     | N/A     | N/A     | N/A     |
| CSPP Classrooms  | N/A     | N/A     | N/A     | N/A     | N/A     | N/A     |
| Head Start or Other Early Learning and Care Classrooms | N/A     | N/A     | N/A     | N/A     | N/A     | N/A     |

#### Staffing Estimates

| Type of Staff | 2019-20 | Current | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|---------------|---------|---------|---------|---------|---------|---------|
| TK            | 125     | 125     | 125     | 126     | 127     | 128     |

#### Projected Number of TK Students Utilizing Extended Learning and Care

| 2019-20 | Current | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|---------|---------|---------|---------|---------|---------|
| 0       | 0       | 0       | 0       | 0       | 0       |

#### Projected Number of Slots Available for TK Students

| Slot Type                                | 2019-20 | Current | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|--|---------|---------|---------|---------|---------|---------|
| CSPP                                     | N/A     | N/A     | N/A     | N/A     | N/A     | N/A     |
| Head Start                               | N/A     | N/A     | N/A     | N/A     | N/A     | N/A     |
| Other Early Learning and Care Classrooms | N/A     | N/A     | N/A     | N/A     | N/A     | N/A     |

#### TK Eligibility, Ratio, and Class Size Requirements by Fiscal Year

| Type of Requirement | 2021-22                              | 2022-23                              | 2023-24                               | 2024-25                              | 2025-26                  |
|---------------------|--------------------------------------|--------------------------------------|---------------------------------------|--------------------------------------|--------------------------|
| Eligibility         | Turn five between Sept. 2 and Dec. 2 | Turn five between Sept. 2 and Feb. 2 | Turn five between Sept. 2 and April 2 | Turn five between Sept. 2 and June 2 | Turn four by September 1 |
| Ratios              | Not specified                        | 1:12                                 | 1:10                                  | 1:10                                 | 1:10                     |
| Class Size          | 24                                   | 24                                   | 24                                    | 24                                   | 24                       |

## Planning

Cabrillo Point Academy's vision for Universal Transitional Kindergarten is to ensure that all students thrive physically, emotionally, and educationally in their early years. Following our Kindergarten and Transitional Kindergarten policy, we will provide all students access to high-quality early learning opportunities. CPA currently offers transitional kindergarten and kindergarten and includes students with disabilities.

This plan was created with input from our educational partners through family and parent/guardian surveys, English Learner Advisory Committees (ELAC), LCAP Advisory Committee, and LCAP Educational Partners Meetings.

The Executive Director will collaborate with the governing board, charter authorizer, and senior leadership team to offer transitional kindergarten (TK) to all four-year-old students by the 2025-26 school year within a non-classroom-based, independent study format. We may offer TK as part of our independent study program. We are not authorized to offer in-person classroom learning except within our authorizer's attendance boundaries. Enrollment eligibility in current TK classrooms will shift by two months each year through 2025-26. Beginning in the year 2025-26, all students who turn four by September 1 will be able to enroll in TK.

## Facilities & Services

We are a non-classroom-based, independent study charter school, precluding the need to comply with Title 5 of the California Code of Standards. LEAs may offer TK as part of an independent study program.

## Staffing Needs

We meet all certificated requirements for TK teachers. Teachers assigned to TK after July 1, 2015, must have one of the following by August 1, 2023:

- At least 24 units in early childhood education (ECD)/development, or both,
- Professional experience in a classroom setting with preschool-aged children that is comparable to the 24 units of ECE/development, or
- A child development teacher permit issued by the California Commission on Teacher Credentialing.

We will continue to hire certificated staff as needed with the required certification and encourage current teachers to obtain additional units that will enable them to teach TK.

## Planning Budget

- **Total: \$158,801**
  - Professional learning: \$40,000
  - Material and supplies: \$118,801

## Expenditures

**2022-23:** Students who turn five between September 2 and February 2 will be eligible to enroll in TK.

Professional learning for teachers: \$30,000

- Children's literacy and language development (aligned with the CA Preschool Learning Foundations and CA Preschool Curriculum Frameworks)
- Children's developing math and science (aligned with the CA Preschool Learning Foundations and the CA Preschool Curriculum Frameworks)
- Children's social-emotional development (aligned with the CA Preschool Learning Foundations and the CA Preschool Curriculum Frameworks)
- Serving children with disabilities in inclusive settings, including Universal Design for Learning
- Support for multilingual learners, including home language development and strategies
- Implicit bias and culturally responsive teaching
- Curriculum selection and implementation
- Administration and use of child assessments to inform instruction, including grade-level benchmarks such as Assignment Work Records (AWRs) and standards-based grading
- Engaging culturally- and linguistically diverse families
- Interpreting results of a universal screener

Purchase materials/services: \$70,000

- Brigance Early Childhood Screener to help inform instruction and support. This screener assesses a child's development in five areas: Academic/Cognitive, Language Development, Physical Development, Self-Help, and Social-Emotional Development
- Math manipulatives, interactive sensory materials/kits to help develop fine-motor skills and language development, early readers to develop literacy, English language development (ELD) materials

**2023-24:** Students who turn five between September 2 and April 2 will be eligible to enroll in TK.

Professional learning for teachers: \$5,000

- Children's literacy and language development (aligned with the CA Preschool Learning Foundations and CA Preschool Curriculum Frameworks)
- Children's developing math and science (aligned with the CA Preschool Learning Foundations and the CA Preschool Curriculum Frameworks)
- Children's social-emotional development (aligned with the CA Preschool Learning Foundations and the CA Preschool Curriculum Frameworks)
- Serving children with disabilities in inclusive settings, including Universal Design for Learning
- Support for multilingual learners, including home language development and strategies
- Implicit bias and culturally responsive teaching
- Curriculum selection and implementation
- Administration and use of child assessments to inform instruction, including grade-level

- benchmarks such as Assignment Work Records (AWRs) and standards-based grading
- Engaging culturally- and linguistically diverse families
- Interpreting results of a universal screener

Purchase materials/services: \$25,000

- Brigance Early Childhood Screener to help inform instruction and support. This screener assesses a child's development in five areas: Academic/Cognitive, Language Development, Physical Development, Self-Help, and Social-Emotional Development
- Math manipulatives, interactive sensory materials/kits to help develop fine-motor skills and language development, early readers to develop literacy, English language development (ELD) materials

**2024-25:** Students who turn five between September 2 and June 2 will be eligible to enroll in TK.

Professional learning for teachers: \$5,000

- Children's literacy and language development (aligned with the CA Preschool Learning Foundations and CA Preschool Curriculum Frameworks)
- Children's developing math and science (aligned with the CA Preschool Learning Foundations and the CA Preschool Curriculum Frameworks)
- Children's social-emotional development (aligned with the CA Preschool Learning Foundations and the CA Preschool Curriculum Frameworks)
- Serving children with disabilities in inclusive settings, including Universal Design for Learning
- Support for multilingual learners, including home language development and strategies
- Implicit bias and culturally responsive teaching
- Curriculum selection and implementation
- Administration and use of child assessments to inform instruction, including grade-level benchmarks such as Assignment Work Records (AWRs) and standards-based grading
- Engaging culturally- and linguistically diverse families
- Interpreting results of a universal screener

Purchase materials/services: \$23,801

- Brigance Early Childhood Screener to help inform instruction and support. This screener assesses a child's development in five areas: Academic/Cognitive, Language Development, Physical Development, Self-Help, and Social-Emotional Development
- Math manipulatives, interactive sensory materials/kits to help develop fine-motor skills and language development, early readers to develop literacy, English language development (ELD) materials



Cabrillo Point Academy

# Kindergarten and TK Policy



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## KINDERGARTEN AND TRANSITIONAL KINDERGARTEN POLICY

Cabrillo Point Academy is committed to providing educational instruction to all students. The Executive Director or designee shall ensure that the Charter School provides a non-discriminatory and equal enrollment process for students of Transitional Kindergarten and Kindergarten age, in compliance with current state requirements.

The purpose of the Cabrillo Point Academy Governing Board approving this Kindergarten and Transitional Kindergarten Policy is to accomplish the following:

- Establish the Enrollment in Kindergarten
- Establish the Enrollment for Transitional Kindergarten Eligible Students
- Establish Enrollment in Transitional Kindergarten
- Outline Adherence to All Non-Discrimination Laws
- Professional Experience for TK Teachers

### ENROLLMENT IN KINDERGARTEN

Pursuant to EC 48000(a), a child is eligible for kindergarten if the child will have their fifth birthday by September 1.

### ENROLLMENT IN KINDERGARTEN FOR TRANSITIONAL KINDERGARTEN ELIGIBLE STUDENTS

Pursuant to EC 48000(b), A child having attained the age of five years at any time during the school year with the approval of the parent or guardian, may be admitted to kindergarten subject to the following conditions:

- The governing board determines that the admittance is in the best interests of the child. Determination will be based on standard criteria set by School administration and is based on standardized guidelines for academic and developmental readiness for kindergarten. Staff determination of grade level placement will be made based on multiple measures including grade level appropriate formal assessments and student observations.
- The parent or guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

### ENROLLMENT IN TRANSITIONAL KINDERGARTEN

Pursuant to EC 48000(d), Transitional Kindergarten is the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate.

The School's TK program will admit children whose birthday falls within the following:

- In the 2022-23 school year, a student must be five years old between September 2 and February 2
- In the 2023-24 school year, a student must be five years old between September 2 and April 2;
- In the 2024-25 school year, a student must be five years old between September 2 and June 2;
- In the 2025-26 school year, and each year thereafter, a student who will have had their fourth birthday by September 1.

The School's transitional kindergarten program is subject to the following conditions:

- The governing board determines that the admittance is in the best interests of the child. Determination will be based on standard criteria set by School administration and is based on standardized guidelines for academic and developmental readiness for transitional kindergarten. Staff determination of grade level placement will be made based on multiple measures including grade level appropriate formal assessments and student observations.
- The parent or guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

## ADHERENCE TO ALL NON-DISCRIMINATION LAWS

This policy adheres to all non-discrimination laws and is subject to the same enrollment processes as all otherwise qualified students. Enrollment into the Charter School will be consistent with all other enrollment guidelines. In the event that a parent or guardian disagrees with the enrollment or grade level placement recommendations of staff, they may appeal the decision in accordance with the School's complaint procedures.

## PROFESSIONAL EXPERIENCE FOR TK TEACHERS

All TK Teachers first assigned to a TK classroom after July 1, 2015 shall have one of the following by August 1, 2023: 1) At least 24 units in early childhood education, or childhood development, or both; 2) Professional experience in a classroom setting with preschool age children comparable to the 24 units of education described in 1), as determined by the governing board; or 3) Child Development Teacher Permit issued by the Commission on Teacher Credentialing.

The governing board has determined the equivalent professional experience in item 2 above shall constitute either a) 175 days of experience within 4 years as an independent study teacher for at least 1 TK student OR b) 175 days of experience in a TK classroom, preschool classroom, or child care center at 3+ hours per day within 4 years.



Cabrillo Point Academy

# Compensation Policy

2022-2023

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# COMPENSATION POLICY

## DEDICATION TO NON-DISCRIMINATION

It is the policy of Cabrillo Point Academy not to discriminate on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations.

## IMPORTANT INFORMATION

- This summary does not alter the at-will nature of the employment relationship and nothing in this summary shall limit the School's right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. This includes, without limitation, the School's right to modify the compensation of any employee at any time, with or without notice and with or without cause.
- The School Board adopts this compensation schedule for Cabrillo Point Academy. Pay increases are not granted automatically each year; therefore, neither past nor future compensation can be calculated, assumed, or predicted on the basis of this schedule or any information contained herein. Compensation of any employee may also be adjusted at any time based on operational needs of the School.
- The Executive Director shall recommend compensation for all School staff, consistent with the budget approved by the School Board. An employee's regular compensation is paid on a semi-monthly basis in accordance with the School's payroll practices and policies.
- The School reserves the right to change, suspend, revoke, terminate, or supersede provisions of this compensation schedule at any time. To the extent any of provisions herein differ from the terms of an employee's employment agreement, the terms of the agreement shall prevail.

## COMPENSATION PHILOSOPHY

A compensation philosophy is a statement that defines what an organization offers and chooses to reward via its compensation system. The School's compensation philosophy places emphasis on equity, transparency, excellence, and commitment. These five key values are the foundation for all School compensation structures and practices.

## We Offer

- Comprehensive compensation packages for all staff, including base salary and benefits. Certain employees may be eligible for bonuses and stipends, as set forth herein.
- A dynamic culture and vibrant community of colleagues united by shared dedication to students, a commitment to innovation, and a strong growth mindset.
- Unique career pathways, growth and development opportunities, and leadership roles that encourage staff to challenge themselves.
- Equitable compensation, regardless of gender, race/ethnicity, national origin, sexual orientation, age, religion, disability or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations.
- A transparent and clearly communicated compensation system, so that staff understand what factors may determine individual compensation and how and when potential changes to compensation will be affected.

## We Recognize and Reward

- Exceptional performance and contributions that enable excellent student outcomes.
- Commitment of staff who contribute to the long-term success of our students and our organization.

## For Teachers

- Given the role they play in providing educational services, teachers are particularly critical to the success of our mission. As such, we offer teacher compensation to attract and retain talented educators, and we specially recognize and reward:
  - Exceptional teacher performance that leads to growth and excellence for students
  - Commitment of teachers who develop deep, high-quality educational experience (within or outside of the school) and assume critical leadership responsibilities

## Medical Opt-Out Stipend

Employees may elect not to enroll in any of the medical plans offered by the Charter School. The employee must certify that they have medical coverage for themselves and eligible dependents elsewhere that is comparable to one of the plans offered by the Charter School. They will receive an employer contribution of \$250 per month.

# CERTIFICATED COMPENSATION

## Certificated Definition

For the purpose of this policy, certificated is defined as any position that requires a certificate and/or credential as defined by the California Teaching Commission (CTC).

## Teacher Definition

For purposes of this schedule, a teacher is defined as a person who has a valid credential or certificate that allows them to teach a specific subject matter or special education.

## Salary Placement Guidelines

Upon hire, each employee's salary placement will be calculated based on the YEAR an employee fits, and in accordance to the professional and teaching experience gathered in previous years in the institutions outlined in this manual and on other factors such as prior performance (which includes a rehired employee).

The starting salary of a new employee may exceed the salary of a current employee in the same position based on the new employee's years of experience.

## Creditable Years of Experience

- The School has the option to grant one (1) YEAR for each one (1) year of approved creditable teaching or professional experience up to 5 (five) years with placement on year 5 (five).
- An additional year may be granted for teachers who have school-desired experience in what the school determines to be "hard-to-staff" positions.
- One year of creditable professional or teaching experience will be granted for full-time employment, which is employment for 100% of an institution's normal work schedule during the school year.
- A partial year of creditable professional or teaching experience can be granted for up to a year of part-time employment, which is less than 100% of an institution's normal work schedule during the school year.
- Creditable professional or teaching experience may be earned in:
  - California and US public, charter, and private elementary and secondary schools
  - Accredited foreign public, charter, and private elementary and secondary schools
  - California, US, and foreign accredited universities and colleges
  - Non-public special education contract schools for special education teachers
  - Other regionally accredited educational institutions
- Creditable teaching experience is experience as a teacher in one of the institutions outlined above.
- Other relevant professional experience may be considered by the Executive Director or designee.



The Executive Director or his or her designee may adjust a rehired teacher's placement on the Salary Schedule as appropriate based on the employee's accumulated experience following the teacher's separation from the School, which may result in a higher or lower placement on the schedule than the teacher would have otherwise been placed had the teacher been continuously employed.

### Credential/Certification

- Teachers holding a valid and active credential (i.e., preliminary, clear, lifetime) California teaching certificate at the time of hiring/rehiring will generally be compensated in accordance with the applicable teacher Salary Schedule (B Basis, C Basis or Special Education) for certificated teachers.
- The School may hire teachers with a bachelor's degree who do not hold a clear teaching credential. Staff holding an alternative certification (intern, emergency, or preliminary credential) are rated on the same salary teacher schedule as certificated teachers.
- A teacher is eligible to advance to the proper Pay Scale level once they meet the requirement for that specific Pay Scale level and group based on their creditable years of service and post bachelor's degree units **or completion of Advanced Placement certification coursework**, if applicable. Course work is creditable for row placement and advancement if it is a course taken for credit at an accredited institution, reasonably related to the employee's assignment or future assignment, and posted as semester, quarter, or trimester units on an official transcript in the institution's graduate course number series **or taken from the Advanced Placement program. Points on the pay scale are the equivalent of semester units. Therefore, any eligible units not reported as semester units will be converted for proper placement on the pay scale.**
- For any given school year, teachers must submit any successfully completed post-BA units no later than October 31 in order for the units to be applied to the teacher's salary in that school year. Any proof of successfully completed post-BA units submitted to the School after October 31 will not result in an adjustment to compensation until the following school year.
- Any increase in pay resulting from an advancement on the Pay Scale based on the successful completion of post-BA units will not take effect until after the School's receipt of sufficient documentation supporting the advancement. Pay increases for post-BA units will not be paid retroactively. For illustration purposes, if a teacher completes graduate level coursework on January 15 and provides an official transcript on May 1, any advancement on the Pay Scale and increase in pay will be effective beginning the next school year. The teacher will not be paid at the higher rate of compensation retroactively (i.e., for the periods between January 15 and July 1).
- If a teacher completes graduate level coursework on August 15 and provides an official transcript on October 20, any advancement on the Pay Scale and increase in pay will be effective beginning the first pay period following October 20. The teacher will not be paid at the higher rate of compensation during the periods between August 15 and October 31. The teacher would receive the advancement starting the next pay period of November 1-15.
- For teachers with less than 98 units, the maximum number of years of service that can be accumulated is 10 years. To add additional years of service, teachers must obtain 98 or more units. The year in which 98 or more units is achieved, the teacher will finish out that year as year 10. They will then advance in years of service the preceding school years as outlined on the salary

schedule.

### Advanced Degree/Certificate Stipends

- Teachers who hold a Doctoral degree are entitled to additional compensation of \$3,000 stipend in addition to their current annual salary on the Salary Table.
- The stipend is not included in your annual salary and may be processed separately from regular earnings.
- National Board Certificate (NBC) holders are entitled to a \$3,000 stipend in addition to current annual salary on the Salary Table.
- Proof of National Board Certificate (NBC) and Doctoral Degrees must be submitted by October 31 in order for stipend to be paid for that year. Any submission after October 31 will result in stipend or the following year.
- The stipends will be paid as set forth in the Stipend Chart below.

### Signing Bonus

If the School decides to issue signing bonuses, the following requirements shall apply.

- Signing bonuses may be offered to teachers certified in an area of critical concern as defined by the School, to promote diversity, or to address specific concerns at the school.
- The Executive Director shall designate the individuals authorized to receive the signing bonus.
- The signing bonus must be approved by the Board.
- To qualify for a signing bonus, the teacher must:
  - Be certified in the field they are hired to teach.
  - Teach in that field of the bonus.

### Supplemental Duty Stipends

- Stipends are assigned and approved by the Executive Director or his/her designee at the beginning of the school year or semester or as otherwise noted in the chart below.
- Staff who perform the Supplemental duties outlined in the table below are eligible to receive the corresponding stipends as indicated and only if assigned/awarded to the staff member by the Executive Director or his/her designee. The number of stipends awarded under each category and/or the periods of service during the school year are at the sole discretion of the Executive Director or his/her designee.
- Supplemental duty stipends are authorized for the specific year assigned and are not renewed for the future years unless specifically authorized for those years. This means additional duties such as Student Support Coordinator, SPED Lead Teacher, etc. are assigned on a year-by-year basis and are not guaranteed responsibilities that carry over from year to year.
- Supplemental pay will cease when there is no need for the duty, the employee becomes ineligible

or as otherwise determined in the sole discretion of the School.

- The School, in its sole discretion, may choose not to offer certain stipends.
- Stipend amounts and requirements will be reviewed periodically and may be modified from time to time at the sole discretion of the School.
- Supplemental duty stipends are prorated and will be paid as set forth in the below Stipend Chart once the Supplemental duty has started.
- Student stipends are paid bi-monthly based on the teacher roster from August through June according to the teacher work calendar.
- The Executive Director has been delegated authority to change the stipend amounts and add or change stipends based on the need of the school throughout the year in line with the board adopted budget.

### Voluntary Transfer to Lower Role Placement or Teaching position

Employees approved to voluntarily transfer to a position in a lower placement on the salary scale will be placed in the new salary placement or teacher salary schedule, and the salary will be calculated as it is in the new placement or schedule.

### Additional Supplement Bonus (“Supplement”)

The Executive Director may recommend a Supplement for teachers as set forth in this section.

- The Executive Director, in his or her sole discretion, shall determine what duties shall be Supplemented based upon the operational needs of the school.
- A Supplement is not automatic, and can be provided at the discretion and approval of the Executive Director, based on additional work beyond the regular work responsibilities.
- A Supplement will be paid to the employee in accordance with the schedule provided by the School at the time of Supplement award.
- The Supplemental award shall not exceed \$35,000 or 50% of annual salary.
- All Supplements listed are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the teachers' regular salary.
- Teacher Supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the teacher and the Executive Director prior to performing the Supplemental duties.
- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage, Extra Student Pay and Enrollment Milestones.
- To qualify for an extended duty supplement, the following criteria must be met as requested and

assigned by the Executive Director:

- The Executive Director must first agree with the teacher on the terms.
- The supplemental work must be separate from the normal job responsibilities.
- The work must be completed or in the progress of being completed.

## PART-TIME TEACHERS

### For All Part-Time Teachers

- Part-time/Full time Status: Compensation for part-time teachers will be \$31.00 per hour. Estimated hours for part-time teachers each week includes a maximum of 10 hours per week for approved non-instructional activities (recruiting, planning, grading, parent conferences, etc.) and one (1) additional hour per week per enrolled student. Part-time teachers are preapproved for the hours according to the chart below. This allotted time should be sufficient to complete each part-time teacher's duties. All time worked will be compensated at the part-time teacher's hourly rate. Part-time teachers will work no more than the number of approved hours per week specified in the chart for the 5 floating days in July. If a part-time teacher anticipates exceeding the number of approved hours per week due to the attendance in the back to school training sessions, the teacher must obtain prior approval.

| Part Time Teacher Hourly Table  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Number of regularly enrolled students   | 1  | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| Number of approved hours per week   | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| <b>Please Note:</b><br>No more than your max approved hours should be worked in one calendar week without prior approval<br>No more than 8 hours can be worked in one day<br>Any time over 5 hours in a day must include a scheduled lunch<br>No hours may be worked on Holidays<br>No hours are approved over school breaks<br>(ex. Thanksgiving, Winter, Presidents Week, Spring Break) |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |

- Part-time teachers must accurately record and timely submit records of all time worked and observe all lunch and rest breaks as outlined in the School's employee handbook. Part-time employees may not work overtime (i.e., over 8 hours in a workday or 40 hours per workweek) without written authorization from their direct supervisor.
- When a case load of 20 students is reached, employees may be rated in and placed on a salary table and given health care benefits contingent upon the teacher's expected maintenance of a case load at the norm of 28 students for full-time teachers. Carrying a case load of less than 28 students over a course of three (3) consecutive months may result in a return to part time status.

### Part Time HQT Hourly Schedule

| Number of Sections Covered        | 1  | 2  | 3  | 4  |
|-----------------------------------|----|----|----|----|
| Number of Approved Hours Per Week | 15 | 20 | 25 | 30 |

## CLASSIFIED COMPENSATION

### Experience and Placement

- Each classified employee will be placed on the salary schedule based on their creditable years of experience, which will be categorized as equivalent or applicable experience.
- Equivalent experience is the directly related experience of an employee to the position held or hired. Applicable experience is the other administrative, teaching, or professional experience which is not directly related to the position held or hired.
  - Example: Office Manager experience at a private school is accepted as equivalent experience for a person in the Office Manager position, but teaching experience will be applicable experience.
  - Example: SPED Instructional Aide at a school district, or a company may be equivalent experience for the SPED Instructional Aide position, but SPED Center Aide will be applicable experience.
- The evaluation of prior experience and placement on the Salary Scale will be recommended by the Human Resources Department and the Executive Director or designee makes the final decision, consistent with the School's approved budget, consistent with the School's approved budget.
- The following criteria will be considered in the evaluation of prior experience:
  - The number of days worked in a year must be at least 180 days as a full-time employee
  - The percentage of days worked
  - Position held
  - Type of the organization and accreditation
- Each equivalent year of creditable experience will be equal to 1 YEAR, and each year of creditable applicable experience will be equal to a 0.5 YEAR. If the total years of experience is a fraction of a whole, it will be rounded up.
  - Example: 3.5 YEARS will be rounded to 4.0 YEARS of experience.
- Rehired employee's years of experience in the same or higher salary placements will be treated as equivalent experience.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on the creditable years of experience as defined herein.
- Creditable experience may be earned from other schools, districts or any other employer.
- The Executive Director shall recommend the creation of new positions as needed and will evaluate and recommend placement of the new positions in the appropriate role, together with any necessary budget adjustments required, to be approved by the School Board.

### Role/Salary Placements

All positions are classified according to the corresponding role and/or salary placements based on the required set of skills, education, effort, and responsibility of the job assignment as indicated in the specific job description. All positions may be reclassified as necessary by the Executive Director or designee. Some

hard-to-staff positions may be compensated out of the salary schedule as approved by the Executive Director.

### Advancements on Pay Scale

An advancement on the Pay Scale is the placement of an employee from a position in a lower salary placement to a position in a higher salary placement and will be determined on the same basis and factors articulated herein.

### Lateral Transfer

A lateral transfer is the movement of an employee from one position to another within the same salary placement. The employee may continue to progress in the same salary placement as experience in the position is accumulated. Prior experience will not be re-evaluated for purposes of placement or advancement in the new salary placement.

### Partial Assignments

In cases where a classified employee has been given multiple assignments (e.g. a SPED coordinator with partial ESL duties), the employee will be placed on the salary schedule (or salary placement) with the higher salary.

### Reassignments

- Employees approved to voluntarily transfer to a position in a lower placement on the salary scale, if applicable, will be placed in the new salary placement, and the salary will be calculated as it is in the new placement or schedule.
- When an employee is reassigned for any reason to a position in a lower salary placement, the employee's salary will be lowered during the next payroll cycle, or when determined by the Executive Director to avoid disruption so long as it is not earlier than the next payroll period.

### Rehires

- A former employee who returns to a position similar to the role held prior to separation will be placed on the salary schedule as follows:
  - The converted grade and step of individuals who separated employment will be identified for appropriate entry placement on the salary scale.
  - All applicable work experience earned outside of Cabrillo Point Academy, subsequent to separation, may be identified and used for credit as equivalent experience in accordance with the creditable years of service as described herein.

### Experience – Non-Exempt Employees

- Each non-exempt employee will be placed on the salary schedule based on their years of relevant experience. Although non-exempt employees may be paid a monthly salary (paid on a semi-

monthly basis), all non-exempt salaried employees will be paid for all hours worked and are eligible for overtime in accordance with applicable law. Employees should receive approval from their supervisor before working overtime.

- The evaluation of prior experience will be made by the Executive Director or his/her designee. The following criteria, among others, may be considered in evaluation of prior experience:
  - The number of days worked in a year must be at least 180 days as a full-time employee
  - The percentage of days worked
  - Position held
  - Type of the organization and accreditation
- Experience including secretarial, clerical, teaching, professional, and substitute experience may be credited.
- Each year of experience may be 1 YEAR in the schedule.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on their years of experience.
- Experience may be earned in other districts or other companies.
- The Executive Director or his or her designee may adjust a rehired non-exempt employee's placement on the pay scale as appropriate based on the employee's accumulated relevant experience following the employee's separation from the School, which may result in a higher or lower placement on the scale than the employee would have otherwise been placed had the employee been continuously employed. Adjustments to an employee's salary may be made in any subsequent school year.

### Additional Supplement Bonus ("Supplement")

The Executive Director may recommend a Supplement for classified staff members as set forth in this section.

- An Executive Director, in his or her sole discretion, shall determine what duties shall be Supplemented based upon the operational needs of the school.
- A Supplement is not automatic, and can be provided at the discretion and approval of the Executive Director, based on additional work beyond the regular work responsibilities.
- A Supplement will be paid to the employee in accordance with the schedule provided by the School at the time of Supplement award.
- The Supplemental award shall not exceed \$35,000 or 50% of annual salary.
- All Supplements awarded are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous Supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the classified staff members' regular salary.
- Classified staff member's Supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the classified staff

member and the Executive Director prior to performing the Supplemental duties.

- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage and Enrollment Milestones.
- To qualify for an extended duty Supplement, the following criteria must be met as requested and assigned by the Executive Director:
  - The Executive Director must first agree with the classified staff member on the terms.
  - The Supplemental work must be separate from the normal job responsibilities.
  - The work must be completed or in the progress of being completed.



## APPENDICIES

### A. STIPEND CHART

### B. SALARY SCHEDULES AND PAY SCALES

Cabrillo Point Academy  
July 1, 2022 – Stipend Chart

| Stipend   | Amount  | Description  | Eligibility Start  | Method of Payment  | Base Number of Students  |
|---|---|--|--|--|--|
| Academic Decathlon Coach/Advisor                        | \$2,500   | Assigned Position: Paid to a certificated teacher to teach Academic Decathlon courses and prepare students for competition.  | Eligibility starts at the beginning of the school year and once the support begins.                      | Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year. | 28   |
| Academic Pentathlon Coach/Advisor                       | \$2,500   | Assigned Position: Paid to a certificated teacher to teach Academic Pentathlon courses and prepare students for competition. | Eligibility starts at the beginning of the school year and once the support begins.                      | Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year. | 28   |
| Career Technical Education (CTE)                        | \$5,000   | Paid to CTE credentialed teachers who applied and received the position to be on the team.                                   | Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later. | Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.           | N/A  |
| CHYA  | \$2,500   | Assigned Position: Paid to a certificated teacher to provide office hours and instruction/support with CHYA curriculum.      | Eligibility is earned after service has been completed from start date to end date.                      | Paid as a lump sum after completion of the work.   | 28   |
| Counselor - Pupil Personnel Services (PPS) Extra Duties | \$8,500   | Paid to PPS credentialed teachers who applied and received the position to be on the team.                                   | Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later. | Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year.           | N/A  |
| Counselor Extra Section                                 | \$450 per week for each section of counseling coverage <b>over 3 sections..</b> | Provided to school counselors with a PPS who serve an extra section of students as school counselor.                         | Eligibility starts at the beginning of the school year and once counseling services begin.               | Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year. | <del>N/A</del><br><b>3 sections, additional pay begins on 4<sup>th</sup> section</b> |

Cabrillo Point Academy  
July 1, 2022 – Stipend Chart

| Stipend                                     | Amount  | Description  | Eligibility Start  | Method of Payment   | Base Number of Students |
|---|---|--|--|---|-------------------------|
|   |   |  |  |   |                         |
| Doctoral Degree                             | \$3,000   | Provided to certificated staff who hold a doctorate degree.  | For current employees who obtain the certification before October 31 of the current school year.   | Paid in 2 installments in December and in March. The total stipend amount will only be paid to current employees.           | N/A                     |
| <del>ELD Teacher</del>                      | <del>\$20,000</del>   | <del>Assigned Position: Paid to credentialed teacher who applied and received the position to facilitate designated ELD instruction for EL students.</del> | <del>Eligibility starts at the beginning of the school year and once the supervising begins.</del> | <del>Paid bimonthly over 10 months; August – May. Will be prorated based on period of service during the school year.</del> | <del>24</del>           |
| Elementary Explorers on Course Lead Teacher | \$23,000  | Assigned Position: Paid to a credentialed teacher who applied and received the position to coordinate Mission 2 Learn classes.                             | Eligibility starts at the beginning of the school year.  | Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year             | 24                      |
| Elementary Explorers on Course Teacher      | \$20,000  | Assigned Position: Paid to a credentialed teacher who applied and received the position to teach Mission 2 Learn classes.                                  | Eligibility starts at the beginning of the school year.  | Paid bimonthly over 10 months; August - May. Will be prorated based on period of service during the school year             | 24                      |
| Explorers Teacher Sub                       | <del>\$30.00/\$31.00</del> with a total of 2 hours expected | Assigned Position: Paid to a designated HST who volunteered and received the position.   | Eligibility starts upon covering an Explorers class as a substitute.                               | Paid the following paycheck after work and hours are submitted.   | N/A                     |

Cabrillo Point Academy  
July 1, 2022 – Stipend Chart

| Stipend                                  | Amount   | Description  | Eligibility Start   | Method of Payment   | Base Number of Students  |
|--|--|--|---|---|--|
| Extended School Year (ESY)               | \$3,500  | Paid to special education teachers who provide services during ESY.  | Eligibility is earned after service has been completed from start date to end date.   | Paid in 2 installments during each of the 2 pay periods of ESY.   | N/A  |
| Extra Student                            | \$100/month/ student over required roster limit  | If the Executive Director assigns additional students to the employee's <del>roster over the designated amount full-time load</del> , the employee will be compensated for those students. The employee will receive \$100/ month per student. | <del>Becomes eligible once their rosters surpass required roster limits.</del> Eligibility starts once the employee is full-time, and students are assigned at the Executive Director's discretion. | Paid bimonthly over the course of the student days of attendance. Will be prorated based on period of service during the school year. | <del>N/A</del><br>Designated Amount<br>HST: 28<br>RC: 16<br>HS RC: 10<br>AD & DSS: 10<br>HS AD: 5<br>Staff Dev: 18<br>Intervention, EL, Expl: 24 |
| High School Academic Support Coordinator | \$12,000   | Assigned Position: Paid to a credentialed teacher who applied and received the position to be a lead for the team.   | Eligibility starts at the beginning of the school year.   | Paid bimonthly over 12 months; July - June. Will be not prorated. It is a set amount regardless of when hired for the position.       | 28 (HST)<br>16 (RC)  |
| Highly Qualified Teacher Extra Course    | \$450/pay period for each section of Edgenuity coverage and \$670/pay period for each section of ChoicePlus Academy coverage <del>coverage after 5 sections.</del> | Provided to single subject credentialed teachers who teach additional coursework beyond a full load in ChoicePlus Academy or Edgenuity programs.   | Eligibility starts at the beginning of the school year and once the teaching begins.  | Paid bimonthly over 10 months of the student calendar.  | <del>N/A</del><br>5 sections, additional pay begins on 6 <sup>th</sup> section   |

Cabrillo Point Academy  
July 1, 2022 – Stipend Chart

| Stipend                                     | Amount                                  | Description  | Eligibility Start  | Method of Payment   | Base Number of Students |
|---|---|--|--|---|-------------------------|
| Highly Qualified Teacher Summer School      | <del>\$30.00</del> /\$31.00 hour        | Provided to single subject credentialed teachers who teach additional coursework for high school summer school courses.  | Eligibility starts at the beginning of June.   | Paid bimonthly over 2 months; June - July.<br>Will be prorated based on period of service during the school year.               | N/A                     |
| Induction Coach                             | \$500/teacher/semester                  | Paid to credentialed teachers who work with teachers who are working toward clearing their credential.   | Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later. | Paid bimonthly over 10 months; August - May.<br>Will be prorated based on period of service during the school year.             | N/A                     |
| <del>Intervention Support Coordinator</del> | <del>\$20,000</del>                     | <del>Assigned Position: Paid to certificated teachers who facilitate direct instruction classes for students who are identified for tier 1, 2, and 3 intervention.</del> | <del>Eligibility starts at the beginning of the school year and once the supervising begins.</del>       | <del>Paid bimonthly over 10 months; August – May.<br/>Will be prorated based on period of service during the school year.</del> | <del>24</del>           |
| Lead Community Coordinator                  | \$12,000                                | Assigned Position: Paid to a certificated teacher who facilitates regular events for the Community Connections program.  | Eligibility starts at the beginning of the school year.  | Paid bimonthly over 12 months; July – June.<br>Will be prorated based on period of service during the school year.              | 18                      |
| Library Team Lead                           | \$650 per month (\$7,800 for 12 months) | This position is open to current CPA Library Specialists.  | Eligibility begins immediately.  | Paid \$325 bimonthly over 12 months; July - June.   | N/A                     |
| Math Adventures Teacher                     | \$5,000                                 | Assigned Position: Paid to a designated HST who applied and received the position to facilitate online instruction and regular events for the Math Adventures program.   | Eligibility starts at the beginning of the school year and once the teaching begins.                     | Paid bimonthly over 10 months; August - May.<br>Will be prorated based on period of service during the school year.             | 28                      |

Cabrillo Point Academy  
July 1, 2022 – Stipend Chart

| Stipend                               | Amount                                    | Description  | Eligibility Start  | Method of Payment  | Base Number of Students |
|---------------------------------------|---|--|--|--|-------------------------|
| Medical Benefit Opt-Out               | \$3,000                                   | Provided to <del>teachers</del> staff who opt out of medical benefit coverage.   | Eligibility starts at the beginning of the school year.  | \$125 paid bimonthly over 12 months; July - June.<br>Will be prorated based on period of service during the school year. | N/A                     |
| Mileage                               | \$1,250 per semester/<br>\$2,500 per year | Certificated employees who carry a roster and must travel to student monthly meetings.   | Eligibility starts at the beginning of the school year and once the teaching begins.             | Paid bimonthly over 10 months; August - May.<br>Will be prorated based on period of service during the school year.      | N/A                     |
| MOU Coordinator                       | \$8,400                                   | Assigned Position: Paid to designated director to provide support for all employees that are on the shared staff MOU.                        | Eligibility starts at the beginning of the school year paid July-June.                           | Paid bimonthly over 12 months; July - June.<br>Will be prorated based on period of service during the school year.       | N/A                     |
| National Board Certification (NBC)    | \$3,000                                   | Provided to teachers who have been awarded the National Board Certification.   | For current employees who obtain the certification before October 31 of the current school year. | Paid in 2 installments in December and in March.<br>The total stipend amount will only be paid to current employees.     | N/A                     |
| National Honor Society Advisor        | \$2,500                                   | Assigned Position: Paid to a certificated teacher who serves as an advisor to NHS students and oversees the functions of the honor society.  | Eligibility starts at the beginning of the school year.  | Paid bimonthly over 10 months; August - May.<br>Will be prorated based on period of service during the school year.      | 28                      |
| National Junior Honor Society Advisor | \$2,500                                   | Assigned Position: Paid to a certificated teacher who serves as an advisor to NJHS students and oversees the functions of the honor society. | Eligibility starts at the beginning of the school year.  | Paid bimonthly over 10 months; August - May.<br>Will be prorated based on period of service during the school year.      | 28                      |

Cabrillo Point Academy  
July 1, 2022 – Stipend Chart

| Stipend                            | Amount  | Description   | Eligibility Start  | Method of Payment   | Base Number of Students  |
|------------------------------------|---|---|--|---|--|
| Phone/ Internet/ Utilities         | \$956.16  | Provided to all employees for work expense, including phone, internet, and utilities costs.   | For all current employees. Eligibility starts at the beginning of the school year paid bimonthly July - June.                        | \$39.84 paid bimonthly over July - June. Will be prorated based on period of service during the school year. Payments will align with the employee's work calendar. | N/A  |
| Professional Development Presenter | \$500   | Assigned Position: Paid to a credentialed teacher who develops and delivers an approved professional development topic.   | Eligibility is earned after service has been completed from start date to end date.  | Paid in lump sum after the completion of the work.  | N/A  |
| Special Programs Lead              | \$6,000   | Assigned Position: Paid to a credentialed teacher who applied and received the position to be the lead for their RC team.   | Eligibility starts at the beginning of the school year.  | Paid bimonthly over 10 months; August-May. Will be prorated based on period of service during the school year.  | 28   |
| SPED Extra Student                 | Mild/Moderate \$150/month per extra student.<br>Moderate/ Severe or Moderate/ Severe Transition \$400/month per extra student | If the Special Education Director assigns additional students to the employee's full-time caseload, the employee will receive \$150/month per student in the Mild/Moderate program, \$400/month per student in the Moderate/Severe program or M/S transition program. | Eligibility starts once rosters surpass required roster limits (which may be retroactive to the start of the 2021-2022 school year). | Paid bimonthly over 10 months; August - May.  | <del>N/A</del><br>Designated Amount<br>MM: 22, 7hr<br>MML: 10<br>MS: 9<br>MSL: 6<br>MS Transition: 9 |
| SPED Lead Teacher                  | \$1,000   | Assigned Position: Must be in a leadership role and an authority in compliance, training, and support in the field of special education.  | Eligibility starts at the beginning of the school year.  | Paid bimonthly over 10 months of the student calendar. Will be prorated based on period of service during the school year.  | N/A  |

Cabrillo Point Academy  
July 1, 2022 – Stipend Chart

| Stipend                                  | Amount             | Description   | Eligibility Start   | Method of Payment  | Base Number of Students |
|--|--------------------|---|---|--|-------------------------|
| SPED Lead Program Specialist             | \$3,000            | Assigned Position: Serves as an administrative designee, authority in compliance, and supports teachers and other Program Specialists in the field of special education.                                  | Eligibility starts at the beginning of the school year.   | Paid bimonthly over 12 months; July – June.<br>Will be prorated based on period of service during the school year.             | N/A                     |
| <del>Staff Development Coordinator</del> | <del>\$8,500</del> | <del>Assigned Position: Paid to a designated HST who applied and received the position to train Homeschool Teachers in best practices through training, collaboration and professional development.</del> | <del>Eligibility starts at the beginning of the school year and once the coaching begins.</del> | <del>Paid bimonthly over 12 months; July – June.<br/>Will be prorated based on period of service during the school year.</del> | <del>18</del>           |
| Testing Team Lead                        | \$6,000            | Assigned Position: Paid to a credentialed teacher who applied and received the position to be the lead for their RC team.   | Eligibility starts at the beginning of the school year.   | Paid bimonthly over 10 months; August-May.<br>Will be prorated based on period of service during the school year.              | 28                      |



**Cabrillo Point Academy  
Administrator and Director  
July 1, 2022 – Salary Schedule**

| Year | Administrator | Director Level 1 | Director Level 2 | Director Level 3 | Assistant Director |
|------|---------------|------------------|------------------|------------------|--------------------|
| 1    | \$67,000      | \$95,800         | \$118,500        | \$154,500        | \$113,300          |
| 2    | \$69,000      | \$98,400         | \$121,500        | \$158,100        | \$116,100          |
| 3    | \$71,100      | \$100,900        | \$124,600        | \$162,200        | \$119,000          |
| 4    | \$73,100      | \$103,000        | \$127,700        | \$165,800        | \$122,100          |
| 5    | \$75,200      | \$105,600        | \$130,800        | \$170,000        | \$125,100          |
| 6    | \$77,300      | \$108,200        | \$133,900        | \$174,100        | \$128,200          |
| 7    | \$79,800      | \$111,200        | \$137,000        | \$178,700        | \$131,300          |
| 8    | \$82,400      | \$113,800        | \$141,100        | \$182,300        | \$134,400          |
| 9    | \$85,000      | \$115,400        | \$144,200        | \$185,900        | \$139,100          |
| 10   | \$87,600      | \$118,500        | \$147,800        | \$189,500        | \$141,100          |
| 11   | \$90,100      | \$121,000        | \$151,400        | \$193,100        | ---                |
| 12   | \$92,700      | \$124,600        | \$155,500        | \$196,700        | ---                |
| 13   | \$95,300      | \$127,700        | \$159,100        | \$200,300        | ---                |
| 14   | \$98,400      | \$130,800        | \$163,300        | \$203,900        | ---                |
| 15   | \$100,900     | \$133,900        | \$167,400        | \$206,000        | ---                |

| Director Level 1                | Director Level 2               | Director Level 3              |
|---------------------------------|--------------------------------|-------------------------------|
| Director of School Support      | Director of HR Development     | Director of Special Education |
| Director of Testing             | Director of IT                 | Assistant Senior Director     |
| Director of Accounting          | Director of Technology Systems |                               |
| Director of Student Support     | Director of High School        |                               |
| Director of Compliance          | Director of Accountability     |                               |
| Director of Achievement & Accr. |                                |                               |
| Director of Enrichment          |                                |                               |
| Director of ChoicePlus Academy  |                                |                               |
| Director of Edgenuity           |                                |                               |
| Director of Vendors             |                                |                               |

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 228 work days. The 228 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

Cabrillo Point Academy  
Certificated Support  
July 1, 2022 – Salary Schedule

PROGRAM SPECIALIST

| Year   | 1        | 2        | 3        | 4        | 5        | 6        | 7         | 8         | 9         | 10        | 11        | 12        | 13        | 14        | 15        |
|--------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Salary | \$87,000 | \$89,200 | \$91,400 | \$93,700 | \$96,100 | \$98,500 | \$100,900 | \$103,500 | \$106,000 | \$108,700 | \$111,400 | \$114,200 | \$117,100 | \$120,000 | \$123,000 |

SCHOOL PSYCHOLOGIST

| Step   | 1-2      | 3-4      | 5-6      | 7-8      | 9-10      | 11-13+    |
|--------|----------|----------|----------|----------|-----------|-----------|
| Salary | \$85,200 | \$88,300 | \$92,800 | \$97,400 | \$102,300 | \$107,400 |

SPEECH/LANGUAGE PATHOLOGIST

| Step   | 1-2      | 3-4      | 5-6      | 7-8      | 9-10     | 11-13+    |
|--------|----------|----------|----------|----------|----------|-----------|
| Salary | \$77,900 | \$82,000 | \$86,300 | \$90,900 | \$95,600 | \$100,400 |

NURSE

| Step   | 1-2      | 3-4      | 5-6      | 7-8      | 9-10     | 11-13+   |
|--------|----------|----------|----------|----------|----------|----------|
| Salary | \$74,100 | \$77,800 | \$81,200 | \$85,300 | \$89,600 | \$94,100 |

OCCUPATIONAL THERAPIST & MENTAL HEALTH THERAPIST/SOCIAL WORKER

| Step   | 1-2      | 3-4      | 5-6      | 7-8      | 9-10     | 11-13+   |
|--------|----------|----------|----------|----------|----------|----------|
| Salary | \$74,300 | \$78,100 | \$82,300 | \$86,600 | \$91,200 | \$95,900 |

\*NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*\*Annualized salary includes 201 work days. The 201 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

**Cabrillo Point Academy**  
**July 1, 2022 – Classified Pay Scales**

**Classified Pay Scale – 191**

| Pay Scale Group | A       | B       | C       | D       | E       | F       | G       | H       | I       | J       | K       | L       |
|-----------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Spec L1         | \$15.78 | \$16.16 | \$16.54 | \$17.05 | \$17.55 | \$18.18 | \$18.69 | \$19.19 | \$20.46 | \$21.68 | \$22.35 | \$22.64 |
| Spec L2         | \$18.94 | \$19.45 | \$20.08 | \$20.58 | \$21.09 | \$21.72 | \$22.35 | \$22.98 | \$23.60 | \$24.24 | \$30.26 | \$25.76 |

New classified team members will be placed on this pay schedule based on:

- Experience in their field of expertise
- Education level, Degrees or Certificates
- Comparable Industry Standard Compensation

Annual pay advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

**Classified Pay Scale – 228**

| Pay Scale Group             | A       | B       | C       | D       | E       | F       | G       | H       | I       | J       | K       | L       |
|-----------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Spec L1                     | \$15.78 | \$16.16 | \$16.54 | \$17.05 | \$17.55 | \$18.18 | \$18.69 | \$19.19 | \$20.46 | \$21.68 | \$22.35 | \$22.64 |
| Spec L2                     | \$18.94 | \$19.45 | \$20.08 | \$20.58 | \$21.09 | \$21.72 | \$22.35 | \$22.98 | \$23.60 | \$24.24 | \$25.00 | \$25.76 |
| Spec L3                     | \$20.20 | \$20.84 | \$21.47 | \$22.10 | \$22.73 | \$23.42 | \$24.12 | \$24.88 | \$25.63 | \$26.39 | \$27.05 | \$27.58 |
| Spec L4/Executive Assistant | \$25.25 | \$26.01 | \$26.77 | \$27.65 | \$28.41 | \$29.30 | \$30.18 | \$31.06 | \$31.95 | \$32.83 | \$33.46 | \$34.14 |

New classified team members will be placed on this pay schedule based on:

- Experience in their field of expertise
- Education level, Degrees or Certificates
- Comparable Industry Standard Compensation

Annual pay advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

**Cabrillo Point Academy**  
**Counselor**  
**July 1, 2022 – Salary Schedule**

**PAY SCALE GROUP**

**PAY SCALE LEVEL**

| Points*             | 1          | 2          | 3        | 4        | 5        | 6        | 7        | 8        | 9        | 10       |
|---------------------|------------|------------|----------|----------|----------|----------|----------|----------|----------|----------|
| A<br>(Minimum)      | \$61,600** | \$61,600** | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 |
| B<br>( + 14 points) | \$61,600** | \$61,600** | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$67,500 |
| C<br>( + 28 points) | \$61,700   | \$ 61,700  | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$66,800 | \$70,100 |
| D<br>( + 42 points) | \$61,700   | \$ 61,700  | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$66,000 | \$69,300 | \$72,800 |
| E<br>( + 56 points) | \$61,700   | \$ 61,700  | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$65,100 | \$69,500 | \$71,800 | \$75,400 |
| F<br>( + 70 points) | \$61,700   | \$ 61,700  | \$61,700 | \$61,700 | \$61,700 | \$64,200 | \$67,400 | \$70,800 | \$74,300 | \$78,100 |
| G<br>( + 84 points) | \$61,700   | \$ 61,700  | \$61,700 | \$61,700 | \$63,200 | \$66,400 | \$69,700 | \$73,200 | \$76,800 | \$80,700 |
| H<br>( + 98 points) | \$61,700   | \$ 61,700  | \$61,700 | \$62,200 | \$65,300 | \$68,500 | \$72,000 | \$75,600 | \$79,400 | \$83,400 |

**Additional Pay Scale Levels**

|                                    | 11       | 12       | 13       | 14       |
|------------------------------------|----------|----------|----------|----------|
| (continued)<br>H<br>( + 98 points) | \$86,000 | \$88,600 | \$91,300 | \$93,900 |

| H15      | H20      | H25       | H30       |
|----------|----------|-----------|-----------|
| \$96,600 | \$99,200 | \$101,900 | \$104,000 |

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 196 work days. The 196 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\* Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

**Cabrillo Point Academy  
Highly Qualified Teacher (HQT)  
July 1, 2022 – Salary Schedule**

**PAY SCALE GROUP**

**PAY SCALE LEVEL**

| Points*             | 1          | 2          | 3        | 4        | 5        | 6        | 7        | 8        | 9        | 10       |
|---------------------|------------|------------|----------|----------|----------|----------|----------|----------|----------|----------|
| A<br>(Minimum)      | \$61,600** | \$61,600** | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 |
| B<br>( + 14 points) | \$61,600** | \$61,600** | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$67,500 |
| C<br>( + 28 points) | \$61,700   | \$61,700   | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$66,800 | \$70,100 |
| D<br>( + 42 points) | \$61,700   | \$61,700   | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$66,000 | \$69,300 | \$72,800 |
| E<br>( + 56 points) | \$61,700   | \$61,700   | \$61,700 | \$61,700 | \$61,700 | \$61,700 | \$65,100 | \$69,500 | \$71,800 | \$75,400 |
| F<br>( + 70 points) | \$61,700   | \$61,700   | \$61,700 | \$61,700 | \$61,700 | \$64,200 | \$67,400 | \$70,800 | \$74,300 | \$78,100 |
| G<br>( + 84 points) | \$61,700   | \$61,700   | \$61,700 | \$61,700 | \$63,200 | \$66,400 | \$69,700 | \$73,200 | \$76,800 | \$80,700 |
| H<br>( + 98 points) | \$61,700   | \$61,700   | \$61,700 | \$62,200 | \$65,300 | \$68,500 | \$72,000 | \$75,600 | \$79,400 | \$83,400 |

**Additional Pay Scale Levels**

|                     | 11       | 12       | 13       | 14       |
|---------------------|----------|----------|----------|----------|
| (continued)         |          |          |          |          |
| H<br>( + 98 points) | \$86,000 | \$88,600 | \$91,300 | \$93,900 |

| H15      | H20      | H25       | H30       |
|----------|----------|-----------|-----------|
| \$96,600 | \$99,200 | \$101,900 | \$104,000 |

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 191 work days. The 191 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\* Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

**Cabrillo Point Academy**  
**Homeschool Teacher (HST) – Middle and High School**  
**July 1, 2022 – Salary Schedule**

**PAY SCALE GROUP**

**PAY SCALE LEVEL**

| Points*             | 1          | 2          | 3        | 4        | 5        | 6        | 7        | 8        | 9        | 10       |
|---------------------|------------|------------|----------|----------|----------|----------|----------|----------|----------|----------|
| A<br>(Minimum)      | \$71,900** | \$71,900** | \$71,900 | \$71,900 | \$71,900 | \$71,900 | \$71,900 | \$71,900 | \$71,900 | \$71,900 |
| B<br>( + 14 points) | \$71,900** | \$71,900** | \$71,900 | \$71,900 | \$71,900 | \$71,900 | \$71,900 | \$71,900 | \$71,900 | \$74,300 |
| C<br>( + 28 points) | \$71,900   | \$71,900   | \$71,900 | \$71,900 | \$71,900 | \$71,900 | \$71,900 | \$71,900 | \$73,600 | \$76,900 |
| D<br>( + 42 points) | \$71,900   | \$71,900   | \$71,900 | \$71,900 | \$71,900 | \$71,900 | \$71,900 | \$72,800 | \$76,100 | \$79,600 |
| E<br>( + 56 points) | \$71,900   | \$71,900   | \$71,900 | \$71,900 | \$71,900 | \$71,900 | \$72,800 | \$76,300 | \$78,600 | \$82,200 |
| F<br>( + 70 points) | \$71,900   | \$71,900   | \$71,900 | \$71,900 | \$71,900 | \$72,000 | \$74,200 | \$77,600 | \$81,100 | \$84,900 |
| G<br>( + 84 points) | \$71,900   | \$71,900   | \$71,900 | \$71,900 | \$72,000 | \$74,200 | \$76,500 | \$80,000 | \$83,600 | \$87,500 |
| H<br>( + 98 points) | \$71,900   | \$71,900   | \$71,900 | \$72,000 | \$74,200 | \$76,300 | \$78,800 | \$82,400 | \$86,200 | \$90,100 |

**Additional Pay Scale Levels**

|                     | 11       | 12       | 13       | 14        |
|---------------------|----------|----------|----------|-----------|
| (continued)         |          |          |          |           |
| H<br>( + 98 points) | \$92,800 | \$95,400 | \$98,100 | \$100,700 |

| H15       | H20       | H25       | H30       |
|-----------|-----------|-----------|-----------|
| \$103,400 | \$106,000 | \$108,700 | \$110,800 |

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 196 work days. The 196 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\*Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

\*\*\*\*Must maintain 28 students.

**Cabrillo Point Academy  
Homeschool Teacher (HST)  
July 1, 2022 – Salary Schedule**

**PAY SCALE GROUP**

**PAY SCALE LEVEL**

| Points*             | 1          | 2          | 3        | 4        | 5        | 6        | 7        | 8        | 9        | 10       |
|---------------------|------------|------------|----------|----------|----------|----------|----------|----------|----------|----------|
| A<br>(Minimum)      | \$61,600** | \$61,600** | \$61,600 | \$61,600 | \$61,600 | \$61,600 | \$61,600 | \$61,600 | \$61,600 | \$61,600 |
| B<br>( + 14 points) | \$61,600** | \$61,600** | \$61,600 | \$61,600 | \$61,600 | \$61,600 | \$61,600 | \$61,600 | \$61,600 | \$64,000 |
| C<br>( + 28 points) | \$61,600   | \$61,600   | \$61,600 | \$61,600 | \$61,600 | \$61,600 | \$61,600 | \$61,600 | \$63,300 | \$66,600 |
| D<br>( + 42 points) | \$61,600   | \$61,600   | \$61,600 | \$61,600 | \$61,600 | \$61,600 | \$61,600 | \$62,500 | \$65,800 | \$69,300 |
| E<br>( + 56 points) | \$61,600   | \$61,600   | \$61,600 | \$61,600 | \$61,600 | \$61,600 | \$62,500 | \$66,000 | \$68,300 | \$71,900 |
| F<br>( + 70 points) | \$61,600   | \$61,600   | \$61,600 | \$61,600 | \$61,600 | \$61,700 | \$63,900 | \$67,300 | \$70,800 | \$74,600 |
| G<br>( + 84 points) | \$61,600   | \$61,600   | \$61,600 | \$61,600 | \$61,700 | \$63,900 | \$66,200 | \$69,700 | \$73,300 | \$77,200 |
| H<br>( + 98 points) | \$61,600   | \$61,600   | \$61,600 | \$61,700 | \$63,900 | \$66,000 | \$68,500 | \$72,100 | \$75,900 | \$79,800 |

**Additional Pay Scale Levels**

|                                    | 11       | 12       | 13       | 14       |
|------------------------------------|----------|----------|----------|----------|
| (continued)<br>H<br>( + 98 points) | \$82,500 | \$85,100 | \$87,800 | \$90,400 |

| H15      | H20      | H25      | H30       |
|----------|----------|----------|-----------|
| \$93,100 | \$95,700 | \$98,400 | \$100,500 |

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 196 work days. The 196 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\* Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

**Cabrillo Point Academy**  
**Intervention Support Teacher/English Language Development Teacher**  
**July 1, 2022-2023 – Salary Schedule**

| PAY SCALE GROUP     | PAY SCALE LEVEL |            |          |          |          |          |          |          |          |          |
|---------------------|-----------------|------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Points*             | 1               | 2          | 3        | 4        | 5        | 6        | 7        | 8        | 9        | 10       |
| A<br>(Minimum)      | \$81,600**      | \$81,600** | \$81,600 | \$81,600 | \$81,600 | \$81,600 | \$81,600 | \$81,600 | \$81,600 | \$81,600 |
| B<br>( + 14 points) | \$81,600**      | \$81,600** | \$81,600 | \$81,600 | \$81,600 | \$81,600 | \$81,600 | \$81,600 | \$81,600 | \$84,000 |
| C<br>( + 28 points) | \$81,600        | \$81,600   | \$81,600 | \$81,600 | \$81,600 | \$81,600 | \$81,600 | \$81,600 | \$83,300 | \$86,600 |
| D<br>( + 42 points) | \$81,600        | \$81,600   | \$81,600 | \$81,600 | \$81,600 | \$81,600 | \$81,600 | \$82,500 | \$85,800 | \$89,300 |
| E<br>( + 56 points) | \$81,600        | \$81,600   | \$81,600 | \$81,600 | \$81,600 | \$81,600 | \$82,500 | \$86,000 | \$88,300 | \$91,900 |
| F<br>( + 70 points) | \$81,600        | \$81,600   | \$81,600 | \$81,600 | \$81,600 | \$81,700 | \$83,900 | \$87,300 | \$90,800 | \$94,600 |
| G<br>( + 84 points) | \$81,600        | \$81,600   | \$81,600 | \$81,600 | \$81,700 | \$83,900 | \$86,200 | \$89,700 | \$93,300 | \$97,200 |
| H<br>( + 98 points) | \$81,600        | \$81,600   | \$81,600 | \$81,700 | \$83,900 | \$86,000 | \$88,500 | \$92,100 | \$95,900 | \$99,800 |

Additional Pay Scale Levels

|                                    | 11        | 12        | 13        | 14        |
|------------------------------------|-----------|-----------|-----------|-----------|
| (continued)<br>H<br>( + 98 points) | \$102,500 | \$105,100 | \$107,800 | \$110,400 |

| H15       | H20       | H25       | H30       |
|-----------|-----------|-----------|-----------|
| \$113,100 | \$115,700 | \$118,400 | \$120,500 |

\*Annualized salary includes 196 work days. The 196 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.  
 \*\*Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.  
 \*\*\*Must maintain a roster of 24 students.  
 \*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.



**Cabrillo Point Academy**  
**Regional Coordinator – Middle and High School**  
**July 1, 2022 – Salary Schedule**

| Year   | 1        | 2        | 3         | 4         | 5         | 6         | 7         | 8         | 9         |
|--------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Salary | \$97,300 | \$99,500 | \$101,700 | \$104,000 | \$106,400 | \$108,800 | \$111,200 | \$113,800 | \$116,300 |

Regional Coordinators must hold a minimum of 10 students.

\*NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*\*Annualized salary includes 206 work days, and team members may need to work additional days beyond the work calendar.

\*\*\*Annual salary advancements are not guaranteed and are subject to the charter's operational needs and/or budget approved by the school board.

Cabrillo Point Academy  
Regional Coordinator  
July 1, 2022 – Salary Schedule

| Year   | 1        | 2        | 3        | 4        | 5        | 6        | 7         | 8         | 9         |
|--------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|
| Salary | \$87,000 | \$89,200 | \$91,400 | \$93,700 | \$96,100 | \$98,500 | \$100,900 | \$103,500 | \$106,000 |

Regional Coordinators must hold a minimum of 16 students.

\*NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*\*Annualized salary includes 206 work days, and team members may need to work additional days beyond the work calendar.

\*\*\*Annual salary advancements are not guaranteed and are subject to the charter's operational needs and/or budget approved by the school board.

**Cabrillo Point Academy  
Special Education (SPED) Teacher  
July 1, 2022 – Salary Schedule**

**PAY SCALE GROUP**

**PAY SCALE LEVEL**

| Points*             | 1          | 2          | 3        | 4        | 5        | 6        | 7        | 8        | 9        | 10       |
|---------------------|------------|------------|----------|----------|----------|----------|----------|----------|----------|----------|
| A<br>(Minimum)      | \$63,400** | \$63,400** | \$63,400 | \$65,200 | \$65,200 | \$65,200 | \$65,200 | \$65,200 | \$65,200 | \$65,200 |
| B<br>( + 14 points) | \$63,400** | \$64,000** | \$65,200 | \$65,200 | \$65,200 | \$65,200 | \$65,200 | \$65,200 | \$65,200 | \$71,700 |
| C<br>( + 28 points) | \$65,200   | \$65,200   | \$65,200 | \$65,200 | \$65,200 | \$65,200 | \$65,200 | \$65,200 | \$71,000 | \$74,700 |
| D<br>( + 42 points) | \$65,200   | \$65,200   | \$65,200 | \$65,200 | \$65,200 | \$65,200 | \$65,200 | \$70,100 | \$73,800 | \$77,700 |
| E<br>( + 56 points) | \$65,200   | \$65,200   | \$65,200 | \$65,200 | \$65,200 | \$65,200 | \$69,100 | \$74,000 | \$76,600 | \$80,600 |
| F<br>( + 70 points) | \$65,200   | \$65,200   | \$65,200 | \$65,20  | \$65,200 | \$68,100 | \$71,700 | \$75,500 | \$79,400 | \$83,600 |
| G<br>( + 84 points) | \$65,200   | \$65,200   | \$65,200 | \$65,200 | \$67,000 | \$70,500 | \$74,200 | \$78,100 | \$82,200 | \$86,600 |
| H<br>( + 98 points) | \$65,200   | \$65,200   | \$65,200 | \$65,800 | \$69,200 | \$72,900 | \$76,800 | \$80,800 | \$85,100 | \$89,500 |

**Additional Pay Scale Levels**

|                                    | 11       | 12       | 13       | 14        |
|------------------------------------|----------|----------|----------|-----------|
| (continued)<br>H<br>( + 98 points) | \$92,500 | \$95,500 | \$98,400 | \$101,400 |

| H15       | H20       | H25       | H30       |
|-----------|-----------|-----------|-----------|
| \$104,300 | \$107,300 | \$110,300 | \$112,600 |

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 191 work days. The 191 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\*Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

**Cabrillo Point Academy**  
**Staff Development Coordinator**  
**July 1, 2022 – Salary Schedule**

**PAY SCALE GROUP**

**PAY SCALE LEVEL**

| Points*             | 1          | 2          | 3        | 4        | 5        | 6        | 7        | 8        | 9        | 10       |
|---------------------|------------|------------|----------|----------|----------|----------|----------|----------|----------|----------|
| A<br>(Minimum)      | \$71,600** | \$71,600** | \$71,600 | \$71,600 | \$71,600 | \$71,600 | \$71,600 | \$71,600 | \$71,600 | \$71,600 |
| B<br>( + 14 points) | \$71,600** | \$71,600** | \$71,600 | \$71,600 | \$71,600 | \$71,600 | \$71,600 | \$71,600 | \$71,600 | \$74,000 |
| C<br>( + 28 points) | \$71,600   | \$71,600   | \$71,600 | \$71,600 | \$71,600 | \$71,600 | \$71,600 | \$71,600 | \$73,300 | \$76,600 |
| D<br>( + 42 points) | \$71,600   | \$71,600   | \$71,600 | \$71,600 | \$71,600 | \$71,600 | \$71,600 | \$72,500 | \$75,800 | \$79,300 |
| E<br>( + 56 points) | \$71,600   | \$71,600   | \$71,600 | \$71,600 | \$71,600 | \$71,600 | \$72,500 | \$76,000 | \$78,300 | \$81,900 |
| F<br>( + 70 points) | \$71,600   | \$71,600   | \$71,600 | \$71,600 | \$71,600 | \$71,700 | \$73,900 | \$77,300 | \$80,800 | \$84,600 |
| G<br>( + 84 points) | \$71,600   | \$71,600   | \$71,600 | \$71,600 | \$71,700 | \$73,900 | \$76,200 | \$79,700 | \$83,300 | \$87,200 |
| H<br>( + 98 points) | \$71,600   | \$71,600   | \$71,600 | \$71,700 | \$73,900 | \$76,000 | \$78,500 | \$82,100 | \$85,900 | \$89,800 |

**Additional Pay Scale Levels**

|                                    | 11       | 12       | 13       | 14        |
|------------------------------------|----------|----------|----------|-----------|
| (continued)<br>H<br>( + 98 points) | \$92,500 | \$95,100 | \$97,800 | \$100,400 |

| H15       | H20       | H25       | H30       |
|-----------|-----------|-----------|-----------|
| \$103,100 | \$105,700 | \$108,400 | \$110,500 |

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 198 work days. The 198 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\* Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Must maintain a roster of 18 students.

\*\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

**Cabrillo Point Academy**  
**Student Support Coordinator and 504 Coordinator**  
**July 1, 2022 – Salary Schedule**

**PAY SCALE GROUP**

**PAY SCALE LEVEL**

| Points*             | 1          | 2          | 3        | 4        | 5        | 6        | 7        | 8        | 9        | 10       |
|---------------------|------------|------------|----------|----------|----------|----------|----------|----------|----------|----------|
| A<br>(Minimum)      | \$77,000** | \$77,000** | \$77,000 | \$77,000 | \$77,000 | \$77,000 | \$77,000 | \$77,000 | \$77,000 | \$77,000 |
| B<br>( + 14 points) | \$77,000** | \$77,000** | \$77,000 | \$77,000 | \$77,000 | \$77,000 | \$77,000 | \$77,000 | \$77,000 | \$79,400 |
| C<br>( + 28 points) | \$77,000   | \$77,000   | \$77,000 | \$77,000 | \$77,000 | \$77,000 | \$77,000 | \$77,000 | \$78,800 | \$82,100 |
| D<br>( + 42 points) | \$77,000   | \$77,000   | \$77,000 | \$77,000 | \$77,000 | \$77,000 | \$77,000 | \$78,000 | \$81,300 | \$84,700 |
| E<br>( + 56 points) | \$77,000   | \$77,000   | \$77,000 | \$77,000 | \$77,000 | \$77,000 | \$78,000 | \$81,400 | \$83,800 | \$87,400 |
| F<br>( + 70 points) | \$77,000   | \$77,000   | \$77,000 | \$77,000 | \$77,000 | \$77,100 | \$79,400 | \$82,800 | \$86,300 | \$90,000 |
| G<br>( + 84 points) | \$77,000   | \$77,000   | \$77,000 | \$77,000 | \$77,100 | \$79,400 | \$81,700 | \$85,100 | \$88,800 | \$92,700 |
| H<br>( + 98 points) | \$77,000   | \$77,000   | \$77,000 | \$77,100 | \$79,400 | \$81,400 | \$83,900 | \$87,500 | \$91,300 | \$95,300 |

**Additional Pay Scale Levels**

|                     | 11       | 12        | 13        | 14        |
|---------------------|----------|-----------|-----------|-----------|
| (continued)         |          |           |           |           |
| H<br>( + 98 points) | \$97,900 | \$100,600 | \$103,200 | \$105,900 |

| H15       | H20       | H25       | H30       |
|-----------|-----------|-----------|-----------|
| \$108,500 | \$111,200 | \$113,800 | \$115,900 |

NBC or Doctorate Differential is \$3000 paid in two installments in December and March.

\*Annualized salary includes 201 work days. The 201 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

\*\*Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

\*\*\*Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school board.

Cabrillo Point Academy  
Technology Department  
July 1, 2022 – Classified Pay Scales

| Job Title   |        | A       | B       | C       | D       | E       | F       | G       | H       | I       | J       | K       | L            | M            | N            | O            | P            |
|---|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|--------------|--------------|--------------|--------------|--------------|
| IT Tech (ITT) or<br>Order Fulfillment<br>Specialist (OFS)   | Hourly | \$20.60 | \$21.22 | \$21.86 | \$22.51 | \$23.19 | \$23.81 | \$24.46 | \$25.10 | \$25.75 | \$26.40 | \$27.05 | \$27.69      | \$28.34      | \$28.98      | \$29.63      | \$30.27      |
|   | Annual |         |         |         |         |         |         |         |         |         |         |         |              |              |              |              |              |
| IT Tech II or<br>Order Fulfillment<br>Specialist 2 or<br>IT Administrative<br>Assistant (ITAA)      | Hourly | \$22.66 | \$23.34 | \$24.04 | \$24.76 | \$25.50 | \$26.19 | \$26.90 | \$27.61 | \$28.33 | \$29.04 | \$29.75 | \$30.46      | \$31.17      | \$31.88      | \$32.59      | \$33.30      |
|   | Annual |         |         |         |         |         |         |         |         |         |         |         |              |              |              |              |              |
| IT Support Specialist<br>(ITSS)   | Hourly | \$24.72 | \$25.46 | \$26.22 | \$27.02 | \$27.82 | \$28.57 | \$29.36 | \$30.13 | \$30.90 | \$31.67 | \$32.46 | \$33.23      | \$34.00      | \$34.78      | \$35.56      | \$36.33      |
|   | Annual |         |         |         |         |         |         |         |         |         |         |         |              |              |              |              |              |
| IT Support Specialist II or<br>Tech Coordinator (TC) or<br>IT Provisioning Manager                  | Hourly | \$26.78 | \$27.58 | \$28.41 | \$29.26 | \$30.14 | \$30.95 | \$31.80 | \$32.64 | \$33.48 | \$34.32 | \$35.15 | \$36.00      | \$36.83      | \$37.69      | \$38.51      | \$39.38      |
|   | Annual |         |         |         |         |         |         |         |         |         |         |         |              |              |              |              |              |
| IT Support Specialist III<br>or Data Analyst<br>Tech Coordinator 2 or<br>DevOps Engineer 1<br>(DO1) | Hourly | \$28.84 | \$29.71 | \$30.60 | \$31.52 | \$32.46 | \$33.34 | \$34.25 | \$35.14 | \$36.05 | \$36.96 | \$37.88 | \$38.75      | \$39.66      | \$40.58      | \$41.49      | \$42.40      |
|   | Annual |         |         |         |         |         |         |         |         |         |         |         |              |              |              |              |              |
| IT Administrator (ITA) or<br>DevOps Engineer 2<br>(DO2)   | Hourly | \$32.96 | \$33.95 | \$34.97 | \$36.02 | \$37.10 | \$38.08 | \$39.13 | \$40.19 | \$41.20 | \$42.26 | \$43.26 | \$44.28      | \$45.33      | \$46.39      | \$47.40      | \$48.46      |
|   | Annual |         |         |         |         |         |         |         |         |         |         |         |              |              |              |              |              |
| IT Manager (ITM)  | Hourly | \$39.23 | \$40.29 | \$41.35 | \$42.36 | \$43.41 | \$44.47 | \$45.53 | \$46.59 | \$47.64 | \$48.65 | \$49.71 |              |              |              |              |              |
|   | Annual |         |         |         |         |         |         |         |         |         |         |         | \$105,600.00 | \$108,200.00 | \$111,200.00 | \$113,800.00 | \$115,400.00 |

New classified team members will be placed on this pay schedule based on:

- Experience in their field of expertise
- Education level, Degrees or Certificates
- Comparable Industry Standard Compensation

Annual pay advancements for longevity are not guaranteed and are subject to the school’s operational needs and/or budget approved by the school board.

Cabrillo Point Academy  
Part-Time Homeschool Teacher (HST)  
July 1, 2022 – Hourly Schedule

| Number of Regularly Enrolled Students | 1  | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
|---------------------------------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Number of Approved Hours Per Week     | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 |

Part-Time Highly Qualified Teacher (HQT)  
July 1, 2022 – Hourly Schedule

| Number of Sections Covered        | 1  | 2  | 3  | 4  |
|-----------------------------------|----|----|----|----|
| Number of Approved Hours Per Week | 15 | 20 | 25 | 30 |

**Please Note:**

- No more than your max approved hours should be worked in one calendar week without prior approval.
- No more than 8 hours can be worked in one day.
- Any time over 5 hours in a day must include scheduled lunch.
- No hours may be worked on Holidays.
- No hours are approved over school breaks: (ex. Thanksgiving Break, Winter Break, Presidents' Break, Spring Break)



Cabrillo Point Academy

# Employee Handbook

2022-2023



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## SECTION 1 – WELCOME

Welcome to Cabrillo Point Academy!

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

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

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

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

We welcome you and wish you great success and fulfillment at CPA.

## SECTION 2 – GENERAL

This handbook serves as a guide for the employer/employee relationship. This handbook applies to faculty and staff at CPA.

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

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

No supervisor or other representative of CPA except the Executive Director, with the approval of the Board of Directors, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Further, the procedures, practices, policies and benefits described herein may be modified or discontinued from time to time with or without advance notice. We will try to inform you of any changes as they occur.



## SECTION 3 – PHILOSOPHY

### CORE PURPOSE

CPA exists to inspire children to realize their potential to become extraordinary and active members of society.

### CORE VALUES

The following three core values are what distinguish CPA from other schools:

- Mentoring – to inspire students to forge their paths in the world
- Passionate – to strive for excellence
- Collaborative – to be active, engaging, and contributing team members

### PERMISSION-TO-PLAY VALUES

The following Permission-to-Play values are minimum behavioral standards that all employees must exhibit consistently:

- Innovative
- Dynamic
- Results-oriented
- Data-driven
- Extraordinary
- Confident
- Energetic

### STRATEGIC ANCHORS

To ensure success of our core purpose and core values, CPA will use the following two strategic anchors to inform every decision the school makes and the basis for how decisions and actions will be evaluated:

- Academic achievement through relevant curricula, clear expectations, and shared accountability
- Relationship building through mentorship and consistent communication

### SCHOOLWIDE LEARNER OUTCOMES

At Cabrillo Point Academy, we have goals for our students that are known as Schoolwide Learner Outcomes (SLOs). SLOs are a part of our school culture: they reflect our school vision, the College and Career Readiness standards, and the education of the whole child.

Cabrillo Point Academy's Students are:

- **Navigators of the Digital World** - Navigators of the digital world who are proficient in the use of technology, media, and online resources.
- **Self-Directed** - Self-directed and motivated students who are able to set attainable goals to achieve academic success.
- **Personalized Learners** - Personalized learners who are able to thrive in the style of education that best fits their individual needs.
- **Independent Critical Thinkers** - Independent critical thinkers who have the ability to problem solve, take ownership, and apply their knowledge to a variety of problems.
- **Responsible Citizens** - Responsible citizens who demonstrate integrity and respect while actively seeking knowledge of local and global issues.
- **Effective Communicators** - Effective communicators who can thoughtfully articulate their thinking with confidence while collaborating with peers.

## SECTION 4 – EMPLOYMENT

### EMPLOYMENT APPLICATIONS

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

### AT WILL EMPLOYMENT

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

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

### EQUAL EMPLOYMENT OPPORTUNITY

CPA is an equal opportunity employer. In accordance with applicable law, CPA prohibits discrimination against any employee or applicant for employment on the basis of an individual’s protected status, including race (which includes, but is not limited to, traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), color, religious creed (which includes, without limitation to religious dress and grooming practices), gender, gender identity, gender expression, color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, age, sexual orientation, marital status, parental status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity/expression, military service, veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration protected by applicable law. Also in accordance with applicable law, CPA prohibits discrimination against any qualified disabled employee or applicant, against a disabled veteran, or against a veteran of the Vietnam era with a physical or mental disability. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics. CPA will ensure that applicants and employees are treated in all aspects of employment without unlawful

discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training. Additionally, in accordance with applicable law, CPA prohibits all forms of unlawful harassment of a sexual or other discriminatory nature. Any conduct contrary to this policy is prohibited. This policy applies to all applicants and employees of CPA.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, CPA will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to CPA. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact Human Resources and request such an accommodation, specifying what accommodation he or she needs to perform the job. CPA will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

## HARASSMENT

It is the policy of CPA to ensure equal employment opportunity without harassment on the basis of race (which includes, but is not limited to, traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), religious creed (which includes, without limitation, to religious dress and grooming practices), gender, gender identity, gender expression, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, age, sexual orientation, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

CPA prohibits any such harassment in the workplace. In addition, we prohibit abusive conduct/workplace bullying in the work environment. It is our mission to provide a professional work and learning environment free of harassment, discrimination and/or workplace bullying and that maintains equality, dignity, and respect for all. This policy protects all employees of the School as well as interns, volunteers, and potential employees (applicants). All employees of the School are required to abide by this policy, regardless of position or status, including supervisors, administration, and co-workers. In addition, this policy prohibits unlawful harassment by third parties, including students, parents, vendors or other third parties, who have workplace contact with our employees. This policy applies to all applicants and employees (or other listed individuals), whether related to conduct engaged in by fellow employees or someone not directly connected to CPA (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the

workplace, such as during business or field trips, meetings and business or school-related social events.

### What is Harassment?

Harassment can take many forms. As used in this Employee Handbook, the term “harassment” includes all unwelcome conduct that comprises the following behavior pertaining to any of the above protected categories or characteristics:

- Offensive remarks, comments, jokes or slurs pertaining to an individual’s race, religion, sex, sexual orientation, gender or gender identity or gender expression, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status as defined by law or regulation whether verbally or by electronic means including email, and/or text messages
- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved and whether verbally or by electronic means
- Offensive physical conduct, including, but not limited to, touching, blocking normal movement or interfering with another’s work regardless of the gender of the individuals involved, including, but not limited to threats of harm, violence or assault
- Offensive pictures, drawings or photographs or other communications, including email, text messages, or other forms of electronic communication
- Holding work functions in inappropriate venues, such as a strip-club
- Sex or gender based practical jokes, sexual favoritism
- Threatening reprisals due to an employee’s refusal to respond to requests for sexual favors or for reporting a violation of this policy
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:
  - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment
  - Submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting such individual
  - Such conduct has the purpose or effect of substantially interfering with the individual’s work performance or creating an intimidating, hostile or offensive working environment

### What is Abusive Conduct/Workplace Bullying?

- Conduct of an employee in the workplace that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer’s legitimate business interests. Examples may include:
  - Use of derogatory remarks, insults and/or epithets
  - Verbal or physical conduct that sabotages or undermines a person’s work performance that is threatening, humiliating or intimidating
- Bullying, gossip, profanity, abusive conduct and negative comments are destructive to our School culture, create false rumors, disrupt school operations and interfere with the privacy of others

### What is Retaliation?

Retaliation against an individual for reporting harassment, discrimination, or for participating in an

investigation of a claim of such conduct is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

As used in this policy, “retaliation” means taking any adverse employment action against an employee because the employee engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, reporting or assisting in reporting suspected violations of this policy, cooperating or participating in investigations or proceedings arising out of a violation of this policy, or engaging in any other activity protected by applicable law.

As used in this policy, an “adverse employment action” means conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities; changing an employee’s work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such as denying an accommodation; not talking to an employee (the “cold shoulder”) when otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any retaliatory adverse action because of a protected activity will not be tolerated. If an employee believes he/she has been subjected to, has witnessed, or has knowledge of retaliation in violation of this policy, please follow the complaint procedure outlined below.

### Responsibility

All CPA employees have a responsibility for keeping our work environment free of harassment, discrimination, retaliation and abusive conduct in accordance with this policy.

### Reporting

CPA encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender’s identity or position. Individuals who believe that they have been subjected to such conduct should immediately discuss their concerns with their immediate supervisor, the Executive Director or Human Resources. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint. In addition, CPA encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. CPA recognizes, however, that an individual may prefer to pursue the matter through formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although confidentiality cannot be guaranteed. CPA is serious about enforcing its policy against harassment; however, CPA cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to CPA’s attention so it can take whatever steps are necessary to correct the problems.

All employees who witness potential violations of this policy, and particularly supervisors, are required to

immediately report such incidents to their immediate supervisor, the Executive Director, or Human Resources. Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to Human Resources, the Executive Director or the Chair of the Board of Directors, if appropriate. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

All complaints submitted pursuant to this policy can be done in writing or verbally. Your complaint should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints anonymously.

### Investigation/Complaint Procedure

All complaints of harassment, discrimination, retaliation or abusive conduct will be promptly investigated.

CPA encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

CPA's investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

All employees are required to fully cooperate with CPA's investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, CPA will provide regular progress updates, as appropriate, to those directly involved. CPA will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses.

CPA may investigate conduct in the absence of a formal complaint if CPA has reason to believe that an individual has engaged in conduct that violates CPA policies or applicable law. Further, CPA may continue its investigation even if the original complainant withdraws his or her complaint during the course of the investigation.

Any conduct which CPA believes constitutes harassment, discrimination, abusive conduct, or retaliation in violation of this policy will be dealt with appropriately. Corrective action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as CPA believes appropriate under the circumstances. Due to privacy protections, CPA may not be able to fully disclose its entire decision regarding corrective action to the complainant. False and malicious complaints of harassment, discrimination, abusive conduct, or retaliation as opposed to complaints, which, even if

erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

## Conclusion

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

If you believe you have experienced discrimination, harassment, or abusive conduct you may file a Department of Fair Employment and Housing (“DFEH”) or Equal Employment Opportunity Commission complaint. For information contact the DFEH or EEOC. You may find their phone numbers online at [www.eeoc.gov](http://www.eeoc.gov) and [www.dfeh.ca.gov](http://www.dfeh.ca.gov), respectively.

## TITLE IX

Title IX provides for separate processes and procedures for sexual harassment and sexual assault when the type of conduct falls within the definitions of sexual harassment and sexual assault as provided in 34 C.F.R. § 106.30. In addition, the conduct must have taken place at school locations, events or circumstances over which the School exercised substantial control over both the individual who has been accused of sexual harassment and/or assault and the context in which the sexual harassment occurs. For these types of complaints, the School will follow the Title IX policy processes and procedures, which may be found in the School’s Title IX grievance policy. If the conduct does not fall within Title IX, this policy will be followed. There may be instances where the conduct falls within both policies and the School will follow both policies. The School’s Title IX Coordinator is Jennifer Carrete, phone: (619) 782-6464 ext. 2011, Email: [TitleIX@cabrillopointacademy.org](mailto:TitleIX@cabrillopointacademy.org).

## TRAINING REQUIREMENTS

CPA requires all employees to abide by California’s training requirements, which includes training within six months of hire and retraining every two years thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

## WHISTLEBLOWER POLICY

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



potential violations of CPA policy, specifically the policies contained in CPA's Employee Handbook.

An employee who wishes to report a suspected violation of law or CPA Policy may do so by contacting the Executive Director, Deputy Executive Director or Human Resources.

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

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

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality as much as possible (although confidentiality cannot be guaranteed) and consistent with a full and fair investigation. Human Resources and a member of CPA's administration will conduct the investigation or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings as appropriate.

## OPEN COMMUNICATION POLICY

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

Employees who have work-related concerns or complaints are encouraged to discuss them with their supervisor or the Executive Director. Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. CPA will attempt to keep the employee's concerns and complaints and any resulting investigation confidential to the extent feasible. However, in the course of an investigation and/or in resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law. Employees with concerns or complaints relating to harassment, discrimination or retaliation should follow the reporting procedure outlined in this Handbook.

## LACTATION ACCOMMODATION POLICY

CPA provides a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child.

A private location to express breast milk will be provided in close proximity to the employee's work area.

The employee's normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, the School shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, the School may provide another cooling device suitable for storing milk, such as a School-provided cooler.

The School reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Employees requesting an accommodation under this policy should comply with the following requirements:

- The employee should complete an accommodation request form and contact the employee's supervisor or Human Resources to request designation of a location and time to express breast milk under this policy.
- The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

Retaliation for making a lactation accommodation request is strictly forbidden. If the employee believes she has been retaliated against it should be reported immediately to her supervisor, Human Resources or Executive Director. Discrimination against and harassment of lactating employees in any form is unacceptable, a form of prohibited sex/gender discrimination, will not be tolerated at CPA and will be handled in accordance with CPA's policy on discrimination and harassment.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may also file a complaint with his or her supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office by phone or visit a local office by finding the nearest one on the website: [www.dir.ca.gov/dlse/DistrictOffices.htm](http://www.dir.ca.gov/dlse/DistrictOffices.htm). The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

## PUBLIC RELATIONS

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

Below are several things employees can do to help leave people with a good impression of CPA. These are the building blocks for our continued success:

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

## SECTION 5 – THE EMPLOYMENT PROCESS

### EMPLOYEE STATUS AND CLASSIFICATIONS

Each CPA employee is either a “full-time,” “part-time,” or “temporary” employee and either an “exempt” or “non-exempt” employee. Some of the policies and benefits described in this handbook depend on whether the employee is full-time or part-time. Full-time employees are those employees regularly scheduled to work 35 or more hours or more each week. Part-time employees are those regularly scheduled to work less than 35 hours each week. Temporary employees are those employed for short-term assignments or in connection with a specific project or event. Temporary employees are not eligible for employee benefits, except those mandated by applicable law.

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

#### Exempt

This category includes all employees who are determined by the School to be exempt from certain wage and hour provisions of state and federal laws. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Exempt employees will be expected to work the number of hours necessary to complete their assigned responsibilities. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work. Typically, full-time Teachers and Administrators are exempt employees.

#### Non-Exempt

This category includes all employees who are covered by certain wage and hour provisions of state and federal laws. Non-exempt employees are entitled to overtime and double time pay as well as meal and rest breaks, as prescribed by law. Typically, all part-time and temporary employees are non-exempt. Additionally, most Classified staff are typically non-exempt employees.

#### Certificated Employee

Certificated Employees are teachers and administrators and work according to specified days on their board approved staff calendar.

#### Classified Employee

Classified Employees include those employees hired by CPA that do not primarily instruct students, nor

require state certification, such as maintenance, assistants and other operational employees.

## WORK SCHEDULES

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Executive Director or your supervisor will assign your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short-term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Executive Director.

CPA reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment.

Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Non-exempt employees are not allowed to work “off the clock.” Attendance at School-sponsored functions is not compensated unless the supervisor has required you to attend. Employees violating these rules may be subject to disciplinary action up to and including termination.

## SPECIAL VIRTUAL CLASSROOM EMPLOYMENT CONDITIONS

### Position Responsibilities

- Teachers may be assigned a “Virtual Class” or “Virtual Classes.”
- Teachers are provided, at CPA’s expense, a computer capable of maintaining a high-speed internet connection for their entire virtual class.
- Teachers must be available each school day from 8:30 a.m. – 5:00 p.m. by internet and/or phone.
- Teachers **may** be required to conduct a virtual classroom session **up to two (2) hours** per day for grades TK – 8 and **up to three (3) hours** per day for grades 9 – 12.
- Teachers must have access to a phone for calling/responding to students/parents during the teacher’s scheduled time within two (2) hours by phone or four (4) hours by internet.
- Teachers will use the tracking and monitoring system integrated into the student’s assigned course. Teachers will provide continual monitoring of the student’s progress and their scheduled benchmarked progress status.
- Teachers will be responsible for all virtual school required record keeping and reporting.

### Training

Teachers are required to attend training sessions hosted virtually or in-person. Mileage reimbursement will follow standard CPA protocols and procedures.

## Worksites

Most classes will be held virtually. Teachers may work from home.

## REMOTE WORK POLICY

The conditions of remote work include, but are not limited to the following:

### EMPLOYEE EXPECTATIONS

#### Availability

As a condition to working on a remote basis, the employee must be available for contact via telephone and email and perform work during their normal scheduled hours. Unless expressly authorized by their supervisor, non-exempt employees do not have permission to work at any time outside of their scheduled hours. If an employee will not be available for work during their normal hours, the employee must notify and obtain advanced approval from their supervisor.

#### Timekeeping Requirements

Non-exempt employees working remotely must comply with the School's timekeeping and meal and rest period policies while working remotely. Specifically, employees must accurately record all hours worked remotely in the School's timekeeping system. This means employees must record all times the employee begins, stops, or resumes working remotely. Non-exempt employees are also required to take a meal period while working remotely in accordance with school policies and must accurately record the start and stop times of each meal period. Employees are not required to record the times of any rest periods. If an employee forgets to record any hours worked or the start and stop times of meal periods or experiences any issues with taking required meal or rest periods, the employee must immediately report these issues to their supervisor and Human Resources.

#### Compliance With School Policies

Employees must comply with all School policies and procedures while working remotely, including, but not limited to, all policies and procedures governing Employee's use of the School's electronic communications and computer systems and Confidential Information, including but not limited to student information.

#### Leave of Absence

Employees must request and obtain written approval for any leave taken in the same manner as though the employee were not working remotely.

#### Security Measures

Employees must continue to follow approved safeguards in order to protect the data, property, records and assets of the School. All work product done at the home work area will be treated in the same manner as work product from the School's primary location and is the property of the School. All records, computer files, and correspondence must be safeguarded for return to the School's primary location. Computer files must be regularly backed up and saved. All School property, unless otherwise specifically authorized by a supervisor, must be returned to the School's primary location upon the employee's

conclusion of the remote work period. Employee is expected to ensure the protection of student and personnel privacy concerns, including, but not limited to ensuring that no private student information requiring protection by FERPA is disclosed to third parties without the parent's/guardian's consent, protecting School computers from access by third persons, keeping confidential information in locked cabinets and any other protective measures in light of your particular position.

## Travel

Employees must remain available to be physically present at the work site as needed by School operations. Employees may not work remotely from other states or locations which prevent physical presence without written permission.

Remote work is not a substitute for dependent care. Employees shall remain available during agreed upon work hours to work for the School.

## Work Space Safety

- While working from home, Employee shall maintain a clearly defined workspace that is kept clean, orderly and free from hazardous conditions.
- The work area shall have adequate light so the Employee may successfully perform the requirements of the Employee's job.
- All exits from the worksite shall be free from obstructions.
- All equipment used by Employee (both School provided and Employee owned) shall be in good working condition.
- Employee's desk, chair and other equipment are appropriately designed and arranged to eliminate strain on all parts of the body. Employee shall indemnify Employer for any injury to third parties at the teleworking location.
- If the Employee is injured while performing work in the course of scope of Employee's employment with the School while working at home, Employee shall notify the Employee's supervisor immediately. During work hours and while performing work functions in the designated work area of the home, Employee is covered by worker's compensation, only during agreed upon work hours.

## Equipment, Tools, and Materials

- School will supply Employee with necessary office supplies to perform the Employee's job. School will not reimburse Employee for any additionally purchased supplies without the prior written consent of the Employee's supervisor.
- Employee acknowledges that all School provided equipment and tools required for Employee to perform that Employee's job remain the property of the School. The School will provide for repairs to School equipment and tools only. The Employee is responsible for repairs to any Employee-owned equipment or tools used by Employee. The Employee is financially responsible for School owned equipment and tools if any are lost, stolen or damaged because of that employee's intentional conduct, gross negligence, misuse or abuse.
- No one other than Employee shall use any School provided equipment or tools for any purpose and Employee shall only use School provided equipment and tools for business purposes.
- Within three (3) days of written notice, Employee must return School owned equipment for

inspection, repair, replacement, or repossession.

- If the Employee's employment is terminated, Employee agrees to return all School owned equipment, tools and materials to School within 48 hours of receiving a shipping label or ability to drop off at a school site.

### Miscellaneous

- An employee's ability to work remotely remains at the sole and absolute discretion of the School. As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise amend this policy at its sole and absolute discretion.
- Unless otherwise required by law, remote working is voluntary.
- Employee understands that Employee is responsible for tax consequences, if any, of this arrangement.

## ATTENDANCE AND PUNCTUALITY

Employees are expected to observe regular attendance and be punctual. Each of our employees is critical to our success. Therefore, regular attendance and punctuality is considered an essential function of all positions. If you are unable to report for work on any particular day, you must call your supervisor at least one hour before the time you are scheduled to begin working for that day. If you call in less than one hour before your scheduled time to begin work, you will be considered tardy for that day. Absent extenuating circumstances or a medical provider's order excusing you from work for a period of time, you must call in on any day you are scheduled to work and will not report to work. The School understands that in some cases, advance notice is not possible. In these cases, notify your supervisor personally at the earliest possible moment. In some circumstances, you may be required to provide verification of the reason or documentation for your absence.

More than three instances of non-illness related tardiness by any employee during any twelve-month period are considered excessive. Any unexcused absence is considered excessive.

If you fail to report for work without any notification to your supervisor and the absence continues for a period of three business days, the School will determine that you have abandoned your job and voluntarily terminated your employment.

## PROFESSIONAL DEVELOPMENT

Employees are expected to attend and participate in all professional development sessions and other school sponsored training that may be scheduled. While we understand that scheduling conflicts may arise, consistent tardiness, absenteeism and early departures may result in disciplinary action.

When an employee attends a School sponsored professional development and/or training, the time spent in attendance shall be counted as time worked. All employees are required to sign-in and out for the purpose of record keeping. These records will serve as the official roster of attendance.

CPA will pay hourly employees for attendance at mandatory training, lectures and meetings outside of regular working hours at the employee's hourly rate. As exempt employees, salaried staff may be required

to attend training seminars that may be outside of CPA's normal business hours with no additional pay.

In the event that an employee must leave early or is unable to attend a scheduled training (i.e., Professional Development sessions), during their normal work hours, an employee MUST put in a time-off request according to the time-off policy. Employees may also be required to attend make-up sessions of any missed training.

Failure to comply with this policy may result in disciplinary action.

## TIME RECORDS (NON-EXEMPT EMPLOYEES)

Non-exempt employees must accurately complete time records within the School's time keeping system on a daily basis. Each time record must show the exact time each work period began and ended, and the meal periods taken. Absences and overtime must be accurately identified on your time record. Non-exempt employees are not allowed to work "off the clock." All time actually worked must be recorded. This includes the use of laptops, computers, PDAs or cell phones to check work email, voicemail or to send text messages after hours. You cannot record time and/or submit a time record for another employee. Employees must record all time actually worked. Submission of your electronic timecard indicates you have certified the hours entered are accurate and you have adhered to all policies and procedures.

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

## WORKWEEK AND WORKDAY

CPA's workweek is from Sunday at 12:00 AM through the following Saturday at 11:59 PM. CPA's standard workday is 12:00 AM to 11:59 PM (midnight) each day.

## OVERTIME

All non-exempt employees are required to obtain approval from their supervisor prior to working overtime or double time. Failure to obtain such approval may subject an employee to discipline, up to and including termination. However, in all cases, the School will compensate its non-exempt employees for all hours worked.

## OFF THE CLOCK WORK

CPA prohibits all non-exempt employees from working off the clock at any time. All time worked must be recorded on the employee's timesheet. This includes the use of laptops, computers, PDAs or cell phones to check work email, voicemail or to send text messages after hours.

## MEAL AND REST PERIODS (NON-EXEMPT EMPLOYEES)

All non-exempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not combine required meal or rest periods in order



to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier. In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy or you must begin your meal period more than five hours after your work period began, you must notify Human Resources in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken.

Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination

### Meal Periods

Non-exempt employees (hourly employees) scheduled to work more than five hours in a day are given a 30-minute duty-free unpaid meal period. The meal period must be taken before the end of the fifth (5th) hour of work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period no later than 11:59 a.m. The employee may waive this meal period if his/her workday will be completed within a total of six hours or less. To waive a meal period, the employee must receive prior written approval from their supervisor and complete a "Meal Period Waiver" form. This needs to be completed in advance or immediately as the situation occurs, but in no event after the meal period has been missed. If you are a part-time employee who consistently works 5-6 hours a day and would like to waive your meal break on a regular basis, please note that you will have to fill out a new form every 90 days to continue to waive your meal break. Reach out to HR to receive a copy of the "Meal Period Waiver" form.

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

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

### Rest Periods

Non-exempt employees are authorized and permitted to take a 10-minute rest period for each four (4) hours of work or major portion thereof. Your supervisor may schedule your rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off.

| <b><u>Hours Worked</u></b> | <b><u>Number of Rest Periods</u></b> |
|----------------------------|--------------------------------------|
| 3.5 hours to 6 hours       | 1, 10-minute rest period             |
| Over 6 hours to 10 hours   | 2, 10-minute rest periods            |

Over 10 hours to 14 hours      3, 10-minute rest periods

Non-exempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period immediately as set forth below. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

### Reporting Missed, Late or Short/Interrupted Meal and Rest Periods

In addition to reporting it on their time record, any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to his or her supervisor and complete a Non-Exempt Employee Meal Waiver Agreement. The employee must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period. The employee must complete and turn in this form to their supervisor on the same workday that he or she experienced the non-compliant meal or rest period. If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an “authorized” meal period at the time provided by ), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a client call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the noncompliant meal or rest period on the Non-Exempt Employee Meal Period Waiver Agreement, or to Human Resources. Non-Exempt Employee Meal Period Waiver Agreement.

## PAYDAYS

Employees are paid semi-monthly on the 10th and 25th of the month in accordance with the School’s payroll schedule. The Payroll Coordinator or his or her designee will distribute checks to those who do not have direct deposit. If a normally scheduled pay day falls on a weekend or holiday, paychecks will be distributed the preceding business day.

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

If a wage garnishment order is received by CPA for one of our employees, we are obligated by law to comply with the demand. The affected employee will receive notice from his or her supervisor or Human Resources as soon as possible.

## PAYROLL WITHHOLDINGS

CPA is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (STRS for eligible credentialed faculty) and State Disability Insurance from each employee’s paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, CPA must comply with that order within the time

allowed by law, and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

If an employee believes an error has been made in his or her pay or deductions, CPA will work in good faith to resolve errors as soon as possible. The employee should notify the Payroll Coordinator or his or her designee of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then he or she should ask Human Resources to explain it. The employee may change the number of withholding allowances he or she wishes to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W4 form and submitting it to Human Resources.

## SECTION 6 - CONDITIONS OF EMPLOYMENT

### IMMIGRATION LAW COMPLIANCE

CPA employs only those authorized to work in the United States in compliance with the Immigration and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 no later than the first day of work for pay and present original documentation establishing identity and employment eligibility as outlined on the I-9 instruction forms no later than three business days after he or she begins work. Former employees who are rehired must also complete the form if they have not completed an I-9 with CPA within the past three years or if their previous I-9 is no longer retained or valid.

### CREDENTIAL REQUIREMENTS

If you are a credentialed team member, you must provide evidence of your credential including EL Authorization, official transcripts, and/or test scores prior to your first day of actual work. Failure to provide these documents may delay your ability to begin work.

You are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewal, and for providing both your Executive Director and the School with verification of renewals. Failure to provide these updated documents to the School may result in suspension without pay until such time as the necessary documentation has been provided.

If a teacher fails to obtain the appropriate credential, or allows a credential, certificate, registration, or required course deadline to expire, or fails recertification, training, or testing, or otherwise fail to maintain the necessary credential for your assignment, the School reserves the right to suspend the teacher without pay until the teacher's credential is cleared, or release the teacher from at-will employment as necessary.

## TUBERCULOSIS TEST

Before the first day of employment, all new employees must have had a tuberculosis test as described in Education Code 49406 or a TB Risk Assessment (pursuant to AB1667) within the past 60 days. Employees transferring from other public or private schools within the State of California must either provide proof of an examination or a completed Risk Assessment within the previous 60 days or a certification showing that he or she was examined within the past four

(4) years and was found to be free of communicable tuberculosis. The current physician's statement or Risk Assessment must be on file in the office before the first day of employment. Failure to provide documentation on time may result in delay of your ability to begin work or termination.

TB Clearance is good for four years and it is the employee's responsibility to remain in compliance and ensure the School has a valid certificate on file. As a condition of continued employment, all employees will be required to present evidence once every four (4) calendar years that they are free from active tuberculosis. Employees whose TB clearance has expired will not be permitted to report to work, and will be placed on unpaid leave.

## CRIMINAL BACKGROUND CHECK

As required by law, all individuals working or volunteering at the School will be required to submit to fingerprinting and a criminal background investigation.

Applicants and employees with adverse background information (such as certain specific criminal conviction) may be ineligible for employment with the School.

The School shall, on a case-by-case basis, determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

## CHILD ABUSE AND NEGLECT REPORTING ACT

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 neglect, or you reasonably suspect it, California Penal Code Section 11166 requires you to immediately report this information or suspicion 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. Failure to meet these obligations can result in a monetary fine and/or jail.

While each employee has the responsibility to ensure the reporting of any child he/she suspects is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. Teachers or staff who become aware of suspected child abuse should report the suspicions as required.

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

of its truth or falsity.

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

All employees that are mandated reporters are required to participate in approved mandated reporter training provided by the School within six weeks of the employee's hire date and annually thereafter within the first six weeks of each school year. If the employee attends an approved mandated reporter training that is not offered by the School using a sign-in sheet confirming participation, the employee is required to provide a copy of any certificate of completion to the human resources department of the School after completion.

## PERSONNEL FILES

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

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

## CHANGES IN EMPLOYEE INFORMATION

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

## SECTION 7 – PERFORMANCE

### PERFORMANCE EVALUATIONS

Staff will be evaluated annually or every other year per the Evaluation Policy. Staff will meet with their direct supervisor annually to establish and review SMART goals for the school year.

## SECTION 8 – LEAVES

### FAMILY MEDICAL LEAVE ACT

Eligible employees may request a family and medical leave of absence under the circumstances described

below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence, and are employed at a worksite where there are 50 or more employees of the School within 75 miles.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as possible. You should use the School's request form, which is available upon request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

- The birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child.
- The care of the employee's spouse, child, parent, or registered domestic partner with a "serious health condition."
- The "serious health condition" of the employee.
- The care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- Any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, or registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

Family and medical leave is unpaid and may be taken for up to 12 workweeks during the designated 12-month period (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any available PTO during unpaid family and medical leave (e.g., for example, any period in which you are not receiving a wage supplement through the EDD). You will also be required to use any available paid sick leave during unpaid family and medical leave that is due to your own or a family member's serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available PTO and/or paid sick leave.

Benefit accrual, such as PSL, PTO, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If the employee out on leave chooses not to return to work from a leave allowed by this policy after the expiry of the leave, the employee will be required to repay the School the premium amounts it paid during leave, unless the employee does not return to work because of circumstances beyond his/her control or because of recurrence, continuation, or onset of a serious health condition.

If you do not return to work on the first workday following the expiration of an approved family and medical leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any "key" employee who is not eligible for reinstatement.

Before an employee will be permitted to return from leave taken because of their own serious health condition, the employee must obtain a certification from their health care provider that they are able to resume work.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact Human Resources. In some instances, FMLA leave and CFRA leave run concurrently and in some instances they do not. FMLA runs concurrently with Pregnancy Disability Leave, while CFRA does not.

## CALIFORNIA FAMILY RIGHTS ACT ("CFRA")

Employees may be eligible for CFRA leave only if the School has 5 or more employees for each working day during each of the 20 or more calendar workweeks in the current or preceding calendar year. Eligible employees may request a CFRA leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive) and have worked at least 1250 hours during the 12 months immediately prior to the CFRA leave of absence.

Ordinarily, you must request a planned CFRA leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use the School's request form, which is available upon request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

A CFRA leave may be taken for the following reasons:

- The birth of an employee's or a domestic partner's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth, adoption or placement of the child.
- The care of the employee's spouse, child, registered or domestic partner, domestic partner's child, parent, parent-in-law, grandparent, grandchild or sibling with a "serious health condition."
- The "serious health condition" of the employee; or
- The qualifying exigency related to covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States.

The definition of child includes any adult child, regardless of the child's age or dependency status.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, registered or domestic partner, domestic partner's child, parent, parent-in-law, grandparent, grandchild, or sibling requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

CFRA leave is unpaid and may be taken for up to 12 workweeks during the designated 12-month period. The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much CFRA leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as CFRA will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any accrued vacation during unpaid CFRA leave (e.g., for example, any period in which you are not receiving a wage supplement through the EDD). You will also be required to use any accrued paid sick leave during unpaid CFRA leave that is due to your own serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available PTO and/or paid sick leave.

Benefit accrual, such as PTO, PSL, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During a CFRA leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If the employee out on leave chooses not to return to work from a leave allowed by this policy after the



expiry of the leave, the employee will be required to repay the School the premium amounts it paid during leave, unless the employee does not return to work because of circumstances beyond his/her control or because of recurrence, continuation, or onset of a serious health condition.

If you do not return to work on the first workday following the expiration of an approved CFRA leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law.

Before an employee will be permitted to return from leave taken because of their own serious health condition, the employee must obtain a certification from their health care provider that they are able to resume work.

If you have any questions concerning a CFRA leave, or would like to submit a request for a CFRA leave of absence, please contact Human Resources.

## PREGNANCY DISABILITY LEAVE

The School provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor and Human Resources at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to Human Resources. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

The School will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a healthcare provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, the School may require the employee to transfer temporarily to an available alternative position. This alternative position will have an equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any unused allotted sick time during any unpaid portion of pregnancy disability leave (e.g., for example, any period in which you are not receiving a wage supplement through the EDD). Employees may also elect to use any available PTO during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available PTO and/or sick leave.

Benefit accrual, such as PTO, sick leave, and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously

employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

Additionally, if an employee does not return to work after the expiration of the pregnancy disability leave, and the reasons for failure to return to work do not include one of the following: 1) the employee is on CFRA leave; or 2) the continuation, recurrence or onset of a health condition entitling the employee to pregnancy disability leave in the first instance, non-pregnancy-related medical conditions requiring other leave or other circumstances beyond the control of the employee, the School reserves the right to recover from the employee the premium the School paid for the employee's group health plan coverage while out on leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the School with at least one week's advance notice of the date she intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceases to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

If you have any questions regarding pregnancy disability leave, please contact Human Resources.

## MILITARY SPOUSE LEAVE

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

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

The employee may use unused and available PSL or PTO for this leave.

## WORKERS' COMPENSATION LEAVE

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration leave will depend upon the rate of recovery and the medical provider's recommendation. Workers' compensation leave will run concurrently with any other applicable medical leave of absence (i.e., FMLA/CFRA if applicable). Human Resources will reach out to employees that have requested a workers' compensation leave regarding employer provided health insurance benefits. If you have any questions concerning this leave and/or any benefit related questions, please contact Human

Resources.

## BEREAVEMENT LEAVE

CPA provides regular full-time employees up to three (3) days of paid bereavement leave, beyond sick or personal time, due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, domestic partner, dependent, sibling, stepsibling, grandparent or grandchild. If a funeral is more than 500 miles from your home, you may receive paid leave for five (5) days with prior approval from your supervisor.

## JURY DUTY LEAVE

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an excuse from jury/witness duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any available PTO during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of his or her employment with the School, the School will provide time off with pay.

## TIME OFF TO VOTE

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

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Available PTO may be used for this time off.

## SCHOOL ACTIVITIES LEAVE

The School encourages employees to participate in the school activities of their child(ren). If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed daycare facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or daycare facility, to find, enroll or reenroll your child in a school or with a licensed childcare provider and/or to address a childcare provider or school emergency.

The leave is subject to all of the following conditions:

- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each year.
- Unless it is an emergency, employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor.
- If the School employs both parents, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor.
- Employees must use existing PTO in order to receive compensation for this time off.
- Employees who do not have paid time off available will take the time off without pay.
- Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed child care/day care facility.

## SCHOOL APPEARANCE/SUSPENSION LEAVE

If the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In compliance with California Labor Code section 230.7, no discriminatory action will be taken against an employee for taking time off for this purpose. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present the school's communication, which requests the employee's appearance at the school, to his or her supervisor at least two days before the requested time off.

This leave is unpaid but the employee may choose to use available PTO. You will not be discharged or discriminated against because of an absence protected by this law.

## CRIME VICTIM LEAVE

Employees are allowed to be absent from work for various reasons related to crime or abuse if:

- The employee is a victim of such a crime.
- An immediate family member (i.e., spouse, registered domestic partner, child, step-child, adoptive child, foster child, legal ward of the court, adopted child, a child of a domestic partner, a child to whom the employee stands in loco parentis, a person to whom the employee stood in loco parentis when the person was a minor, sibling, step-sibling, foster sibling, adoptive sibling, half-sibling, parent, legal guardian of an employee or an employee's spouse or domestic partner, person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child, step-parent, or the child or a registered domestic partner, or any other individual whose close association with the employee is the equivalent of any of these family relationships) of an employee is a victim of such a crime.

"Victim" means a victim of stalking, domestic violence, or sexual assault; a victim of crime that caused physical injury or that caused mental injury and a direct threat of physical injury; a person whose immediate family member is deceased as the direct result of crime.

Leave may be taken for the following reasons:

- Any employee may take leave to appear in court to comply with a subpoena or other court order

as a witness in any judicial proceeding.

- An employee victim may take time off to obtain or attempting to obtain any relief, which includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.
- An employee victim to seek medical attention for injuries caused by crime or abuse.
- An employee victim to obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse.
- An employee victim to obtain psychological counseling or mental health services related to an experience of crime or abuse.
- An employee victim to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

When an employee is a victim as defined as follows: A person against whom one of the following crimes has been committed: A violent felony as defined in Penal Code section 667.5(c); A serious felony as defined in Penal Code section 1192.7(c); A felony provision of law proscribing theft or embezzlement, the employee shall be allowed to attend judicial proceedings related to that crime or those crimes against an immediate family member victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim.

When an unscheduled absence occurs, the School shall not take any action against the employee if the employee, within a reasonable time after the absence, provides a certification to the employer. Documentation may be from any of the following:

- A police report indicating that the employee was a victim.
- A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court.
- Documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse; or
- Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized by this Crime Victim Leave.

An employee must give reasonable advance notice to the School by providing documentation of the proceeding, unless advanced notice is not feasible.

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

The School will also, to the extent possible and allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

## DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT/STALKING LEAVE

If you are the victim of domestic violence, sexual assault, or stalking, you may be entitled to a reasonable accommodation for your safety while at work. Reasonable accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock, assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime, or referral to a victim assistance organization. The School is not required to undertake an action that constitutes an undue hardship on its business operations. If you require a reasonable accommodation in line with this policy, please contact the School's human resources manager.

You will not be discharged, discriminated against, or retaliated against because of a request for an accommodation under this policy.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office by phone at (213) 897-6595 or visit a local office by finding the nearest one on the website: [www.dir.ca.gov/dlse/DistrictOffices.htm](http://www.dir.ca.gov/dlse/DistrictOffices.htm). The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

## MILITARY LEAVE

California's military leave laws, and the Uniformed Services Employment and Reemployment Rights Act ("USERRA") ensure that employees are not adversely affected in their employment after taking leave for military service. Employees who serve in the military and are entitled to a military leave of absence without pay from the School under applicable laws should notify Human Resources regarding the need for military leave.

Please see Human Resources for more information regarding job reinstatement rights upon completion of military service.

## ADULT LITERACY LEAVE

Pursuant to California law, the School will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an adult literacy education. However, you may utilize available PTO if you want compensation for this time off. If you do not have any PTO available, you will be permitted to take the time off without pay.

## ORGAN DONOR / BONE MARROW DONOR LEAVE

The School will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person. In addition, the School will provide up to 30 business days of paid leave within a one-year period and up to another 30 business days of unpaid leave within a one-

year period to an employee who donates an organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to ten (10) days of any available paid leave (sick and/or PTO) for organ donation and up to five (5) days of available paid leave (sick and/or PTO) for bone marrow donation. This leave does not run concurrently with FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

The employee will also be given an additional unpaid leave of absence, not exceeding 30 business days in a one-year period, when that employee is an organ donor, for the purpose of donating the employee's organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

You may take this leave incrementally, as medically necessary, or all at one time. All health benefits shall be maintained during this leave to the extent they exist at the time of the leave. This leave shall not be considered a break in service and the employee shall continue to receive paid time off and other benefits as if they had continued working. The Employee shall be required to pay any portion of their benefits they are currently paying.

An employee shall not have any greater rights during this leave than if he or she had been actively working during this time, but will be reinstated to their same or equivalent job prior to the leave. No employee shall be discriminated or retaliated against for taking an organ donation or bone marrow leave.

## DRUG & ALCOHOL REHABILITATION LEAVE

CPA will reasonably accommodate any employee who volunteers to enter an alcohol or drug rehabilitation program, if the reasonable accommodation does not impose an undue hardship on the School. Reasonable accommodation includes time off without pay and adjusting work hours. You may use allotted and unused sick leave. All reasonable measures to safeguard your privacy will be maintained.

This policy in no way restricts CPA's right to discipline an employee, up to and including termination of employment, for violation of CPA's Substance and Alcohol Policy.

## VOLUNTEER CIVIL SERVICE LEAVE/TRAINING

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your supervisor so that he or she may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor before doing so whenever possible. Time off for emergency training may not exceed 14 days per calendar year.

Emergency Duty/Training Leave is unpaid. You may choose to use your available sick, and/or PTO if you wish to receive compensation for this time off, but you are not required to do so.

If you feel you have been treated unfairly as a result of taking or requesting Emergency Duty/Training

Leave, you should contact your supervisor or any other manager, as appropriate.

## CIVIL AIR PATROL LEAVE

CPA provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the School.

To be eligible, employees must have been employed with CPA for 90 days immediately preceding the commencement of leave. Additionally, the School may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken.

Employees are required to give the School as much notice as possible of the intended dates upon which the leave would begin and end. The School will restore the employee to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued PTO.

## STAFF OUT OF STATE/COUNTRY

Employees are not allowed to perform any work for Cabrillo Point Academy while the employee is located outside of the United States of America. Any time taken outside of the United States of America will be taken as vacation leave or unpaid time off. Additionally, employees may not work remotely from other states without advanced written permission from the Executive Director based on board approval. Any dispute arising out of the employment context between Cabrillo Point Academy and the employee will be filed in a court of competent jurisdiction located in San Diego County or with an arbitrator in accordance with an arbitration agreement located in San Diego County and in accordance with the laws of the state of California without regard to conflict of laws principles.

## SECTION 9 – BENEFITS

### SCHOOL HOLIDAYS

The School observes the following holidays during the year:

- Independence Break
- Labor Day
- Veteran's Day
- Thanksgiving Break
- Winter Break
- Martin Luther King Day
- Presidents' Break
- Spring Break
- Memorial Day



To be eligible for holiday pay, an employee must be full-time and non-exempt and must work both the business day before and after the holiday. Part-time employees, temporary employees, exempt employees (including, but not limited to teachers) are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays.

Eligible employees will receive time off with pay at their regular rate of pay on the School-observed holidays listed above. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or following Monday. However, the School may close on another day. Holiday observance will be announced in advance. The School reserves the right to change this policy at any time, with or without notice.

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if you receive 8 hours of holiday pay on Monday and work 40 hours Tuesday-Saturday (8 hours/day), you will not be eligible for overtime.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to their supervisor. The employee may use paid time off (PTO) if the employee has unused PTO available, otherwise the holiday will be unpaid. All steps will be taken to reasonably accommodate a religious holiday (or practice) absent an undue hardship.

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

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

## PAID TIME OFF (PTO)

Full-time 12 month classified employees and certificated directors, and administrators are entitled to paid time off (PTO) according to this policy. PTO days may be used for vacation, personal time, illness, or time off to care for family or dependents. All other employees, including teachers, temporary employees, part-time employees are not eligible to receive or accumulate PTO.

PTO must be scheduled at least five (5) days in advance and approved by your supervisor, except in the case of an illness or emergency. In the case of illness or emergency you are required to contact your immediate supervisor at least one (1) hour before your shift begins, if possible or otherwise as soon as practicable. Employees using extended PTO time (in excess of three (3) days) must submit a request at least two (2) weeks before the extended PTO or, if used as sick time, the employee may be required to submit a doctor's release upon return to work. Your supervisor uses his/her discretion to approve PTO without advance notice.

Unless used for illness related purposes, PTO may not be taken the last week of the school year, or on scheduled in-service and/or training days, testing administration day, or immediately before or after holidays without supervisor's permission.

Full-time, regular Administrative/Classified employees (12-month employees) accrue ten (10) paid vacation days per year. Vacation days are accrued at a rate of 6.667 hours per month. Once an employee's PTO balance reaches twenty (20) days (i.e., 160 hours), the employee stops receiving any additional PTO until PTO is used and the employee's balance falls below the 20-day cap. PTO days will not accumulate during any unpaid leave of absence.

The following terms also apply to PTO:

- For both non-exempt and exempt employees, vacation time may be taken in minimum increments of .25 hours. If an exempt employee absents himself or herself from work for part or all of a workday, he or she will be required to use available PTO to make up for the absence.
- In the event an employee has exhausted his or her PTO, any additional time off must be approved by their supervisor and will be taken without pay.
- Any employee who misses three (3) consecutive days of work without notice to their supervisor may be deemed to have abandoned his/her job and voluntarily resigned from employment.
- Any employee who converts from full-time to part-time status (less than 35 hours/week) will no longer be eligible for PTO. All accrued PTO will be paid out on the paycheck following the conversion.
- Upon separation of employment, eligible employees will be paid their accrued, but unused PTO based on their date of separation and their regular rate of pay. Employees are not entitled to pay in lieu of taking vacation except upon termination of employment.
- To the extent permitted by law, PTO accumulated prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave.

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise eradicate this policy at its sole and absolute discretion to the extent allowed by law.

## SICK LEAVE

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave ("PSL") to eligible employees.

### Eligible Employees

All employees (including teachers, part-time and temporary employees) who work for the School more than 30 days within a year in California are eligible to accrue PSL beginning on the first day of employment under the accrual rate and cap as set forth in this policy.

### Limits on Use

~~Eligible employees may use PSL beginning on the 90th day of employment.~~

PSL may be taken in minimum increments of 2 hours. If an exempt employee absents himself or herself

from work for part or all of a workday for a reason covered by this policy, he or she will be required to use PSL to make up for the absence.

### Permitted Use

Eligible employees may use their allotted PSL as follows:

- To take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee's family member.
- To aid or care for a guide dog, signal dog, or service dog, as those terms are defined by Civil Code section 54.1, of the employee, employee's family member, or the person designated by the employee as identified below.
- If the employee's place of business is closed by order of a public official due to a public health emergency, or the employee is providing care or assistance to a child, whose school or child care provider is closed by order of a public official due to a public health emergency.
- For purposes related to donating the employee's bone marrow or an organ of the employee to another person or to care for or assist a person for purposes related to that person's donating bone marrow or an organ to another person.
- For family emergencies, employees may use up to 2 sick leave days per school year.

For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling, a designated person (if the employee does not have a spouse or registered domestic partner), the child or parent of a spouse of the employee or those related to the employee by blood or affinity equivalent to a family relationship. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child. "Spouse" means a legal spouse as defined by California law.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

### Accrual

PSL days are accrued as set forth below to eligible employees:

All employees that have worked within California for 30 days are eligible employees that will be awarded PSL beginning on their first day of employment in accordance with the details below:

|                       | Start Date    |                 |               |                |
|-----------------------|---------------|-----------------|---------------|----------------|
| Workdays per Position | 7/1/22-9/6/22 | 9/7/22-12/31/22 | 1/1/23-3/3/23 | 3/4/23-6/30/23 |
| 191, 196, & PT Staff  | 24 hours      | prorated        | 24 hours      | prorated       |
| 201 & 206             | 32 hours      | prorated        | 32 hours      | prorated       |

|     |          |          |          |          |
|-----|----------|----------|----------|----------|
| 228 | 40 hours | prorated | 40 hours | prorated |
|-----|----------|----------|----------|----------|

NOTE: Prorated amounts are determined by the percentage available to work during the remainder of the semester.

### Carry Over and Caps on Accrual

The maximum amount of PSL that an employee may accrue is 80 hours for the school year. Carry over into the next year is subject to a cap of 18 days or 144 hours for full time employees. An employee will be awarded the number of hours from the above chart at the start of each semester based on their time of service unless they have already met the cap of 144 hours. Once the maximum accrual is reached, employees stop accruing until the next semester frontload and the amount of accrued sick leave is below 144 hours. Accrued and unused sick leave carries over from year to year, subject to the 144-hour accrual cap. At no time may an employee accrue more than 144 hours. Part time employees will be capped at 80 hours.

### Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable. In the event that three (3) or more consecutive work days of sick leave are used, an employee must provide medical clearance to return to work.

### Termination

Employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination.

### No Discrimination or Retaliation

The School prohibits discrimination or retaliation against employees for using their PSL.

## COBRA BENEFITS

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

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

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

## SOCIAL SECURITY/MEDICARE

If you are a full-time regular employee contributing to a teacher's retirement system (PERS/STRS), your

earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your spouse, or former spouse, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected.

CPA withholds income tax from all employees' earnings and, if elected, participates in FICA (Social Security), for temporary employees and Medicare withholding and matching programs as required by law.

## PENSION 2 403(B) AND 457 (B)

Pension2 is available to all staff members, certificated and classified. Pension2 offers voluntary supplemental savings plans including 403(b) and 457(b) plans with low costs and flexible investment options. The 403(b) plan includes an employer match - 100% of your contributions are matched, up to 5% of your annual BASE contract salary.

If you'd like to learn more and enroll in Pension2, South Support Site Pension2 403(b) and 457(b) informational videos provide an overview of what's available and how to enroll. For more information contact Pension2 customer service: (888) 394-2060.

Employer matches are subject to changes, as approved by the Board.

## STATE DISABILITY INSURANCE (WAGE SUPPLEMENT)

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

## PAID FAMILY LEAVE (WAGE SUPPLEMENT)

Under California law, eligible employees may participate in the Paid Family Leave ("PFL") program, which is part of the state's unemployment compensation disability insurance program. The PFL program provides up to eight weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill or injured child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child (birth, foster care, adoption) or participate in a qualifying event because of a family member's military deployment to a foreign country. The PFL program does not provide job protection or reinstatement rights. It is a wage supplement provided by the state concurrently while an employee takes an eligible leave of absence under CPA policy and applicable law.

CPA will require you to exhaust any available sick leave and PTO prior to your receipt of benefits under the PFL program.

The program will be administered in a manner consistent with California law. For more information

regarding this program, you may contact the California Employment Development Department.

## WORKER'S COMPENSATION INSURANCE

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

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

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

## RETURN-TO-WORK POLICY

CPA strives to assist employees to return to work at the earliest possible date following an injury or illness. A return-to-work program has several benefits for both the School and employees by minimizing time lost from work.

This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA). Inquiries about the ADA, FMLA or CFRA should be directed to the human resource department (HR).

CPA defines "transitional work" as temporary, modified work assignments within the worker's physical abilities, knowledge and skills.

When possible, transitional positions may be made available to qualified employees to minimize or eliminate time lost from work. The School cannot guarantee a transitional position and is under no obligation to offer, create or encumber any specific position for purposes of offering placement to such a position.

### Procedures

If a health care provider releases the employee to return to work on modified duty and has completed the return-to-work and job description forms, the employee should return the forms to HR within 24 hours or as soon as practicable. The employee cannot return to work without the release from the health care provider.

HR will review the return-to-work form and determine a transitional position for the employee if appropriate and transitional work falls within the School's operational needs. A transitional position job description, including physical requirements, will be prepared for review and approval by the employee's health care provider.

Transitional positions are developed based on the physical capability of the worker, the needs of the School, and the availability of transitional work. CPA will determine appropriate work hours, shifts, duration and locations of all work assignments. The School reserves the right to determine the availability,

appropriateness and continuation of all transitional work assignments.

It is the responsibility of the employee to provide HR with a current telephone number and address, so the employee may be contacted. The employee must notify HR immediately of any and all changes in medical conditions.

It is the responsibility of the employee and the employee's supervisor to notify HR immediately of any work-related injuries, if the employee misses time from transitional work or of any changes to transitional work assignments.

The employee will be asked to sign the notice indicating his or her acceptance or refusal of the transitional work job offer and to return the notice to HR.

Any employee returning to a transitional position must not exceed the duties of the position or go beyond the restrictions indicated by the health care provider. If any medical restrictions change, the employee must immediately notify their supervisor and provide the supervisor a copy of the new medical release.

Supervisors will monitor work performance to ensure the employee does not exceed the requirements set by the health care provider.

## UNPAID LEAVE

When an exempt salaried employee does not have any available PTO or PSL and there is a need for time off, they must take the whole day unpaid. Exempt salaried staff members cannot take partial days off as unpaid leave.

## SECTION 10 – EMPLOYEE COMMUNICATIONS POLICY

### COMMUNICATIONS POLICY

Every employee is responsible for using CPA's computer system, including, without limitation, its computers, laptops, iPads, tablets, cellular phones, electronic mail (Email) system, telephone, video conferencing, voicemail, facsimile systems and the internet ("Communications Systems"), properly and in accordance with this policy. Any questions about this policy should be addressed to the employee's immediate supervisor.

The Communication Systems are the property of CPA and have been provided for use in conducting CPA business. All communications and information transmitted by, received from, created, or stored in CPA's Communication Systems are records and property of CPA. The Communication Systems are to be used for School purposes only. Employees may, however, use CPA technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with CPA business, and does not violate any CPA policies:

- To send and receive necessary and occasional personal communications.
- To use the telephone system for brief and necessary personal calls; and
- To access the internet for brief personal searches and inquiries during meal periods or other

breaks, or outside of work hours, provided that employees adhere to all other usage policies.

### No Expectation of Privacy

CPA has the right, but not the duty, to monitor any and all of the aspects of its Communication Systems, including, without limitation, reviewing documents created and stored on its Communication Systems, deleting any matter stored in its system (including, without limitation, its Email and word processing systems), monitoring sites visited by employees on the internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the internet, and reviewing Email, voicemails, and instant messages sent and received by users. Further, CPA may exercise its right to monitor its Communications Systems for any reason and without the permission of any employee. Employee use of CPA's Communication Systems constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the Communication Systems (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from CPA's Communication Systems is not assured. Use of passwords or other security measures does not in any way diminish CPA's right to monitor and access materials on its Communication Systems, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed CPA upon request for any reason that CPA, in its discretion, deems appropriate. Further, employees should be aware that deletion of any Email messages, voicemails or files would not truly eliminate the messages from the system. All Email messages, voicemails and other files may be stored on a central back-up system in the normal course of data management.

Employees have no expectation of privacy in anything they view, create, store, send, or receive on the Communication Systems.

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

### Professional Use of Communication Systems Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails and other text communications, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write Email communications with no less care, judgment, and responsibility than they would use for letters or internal memoranda written on CPA letterhead.

### Offensive and Inappropriate Material

CPA's policy against discrimination and harassment, sexual or otherwise, applies fully to CPA's Communication Systems, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no Email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other characteristic protected by law. Further, material that is fraudulent, harassing, abusive, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or



offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or any other characteristic protected by law) may not be downloaded from the internet or displayed or stored in CPA's computers. Likewise, material or graphics political in nature are not allowed to be used or displayed during work hours. Employees encountering or receiving this kind of material should immediately report the incident to their Executive Director.

CPA may (but is not required) to use software to identify inappropriate or sexually explicit internet sites. Such sites may be blocked from access by CPA networks. Employees who encounter inappropriate or sexually explicit material while browsing on the internet should immediately disconnect from the site, regardless of whether the site was subject to CPA's blocking software.

### Licenses and Fees

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

### Games and Entertainment Software

Employees may not use a CPA internet connection to download games or other entertainment software, or to play games over the internet.

### Confidential Information

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

### Copyrights and Trademarks

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

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

### Maintenance and Security of the System

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

routinely delete outdated or otherwise unnecessary voicemails, Emails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

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

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

### Violations of this Policy

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

### Amendment and Modification of this Policy

CPA reserves the right to modify this policy at any time, with or without notice. CPA may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources, which shall control in the event of a conflict.

## SOCIAL MEDIA AND VIDEO CONFERENCING POLICIES

CPA has adopted the following policy with regard to employees' behavior on social networking sites including but not limited to Facebook, Twitter, LinkedIn, Pinterest, Instagram, Snapchat and YouTube. CPA has also adopted a policy regarding employees' behavior during video conferencing. If you wish to use networking protocols or set up a social media site as a part of the educational process, please work with your administrators and technology staff to identify and use a restricted, School-endorsed networking platform. Such sites will be the property of the School who will have unrestricted access to, and control of, such sites.

This policy is intended to supplement, not replace, the School's other policies, rules, and standards of conduct. For example, School policies on confidentiality, use of School equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media

activity that may violate applicable local, state, or federal laws or regulations.

- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with the School.
- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- While limited and incidental social media activities at work may be tolerated, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School's background check procedures.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from the School.
- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors that you know to be false about the School, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of the School, or competitors.
- Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the School."
- Never be false or misleading with respect to your professional credentials.
- Do not take any photos, videos, or other media in the workplace or on the School's premises or at School functions without permission of the School. It is your responsibility to ensure that your posts do not contain any prohibited information, or Confidential Information, including, but not limited to, photos, videos, or other media referencing or relating to student information, even if

the student(s) is/are not specifically identified by name but could be easily determined or may be perceived as identifying any student or group of students. Violations may result in disciplinary action, up to and including termination.

- Supervisors who “friend” subordinates on social media accounts (whether personal or School accounts) are responsible for abiding by this policy at all times and immediately reporting any violations of this policy to. Failure to do so may result in disciplinary action, up to and including termination.

Employees are not to initiate “friendships” with students or parents. Employees shall not accept students as friends on any personal social networking sites and are to decline any student-initiated friend requests. Employees must delete any students already on their “friends” list immediately. Employees should also be aware that participation in social media, even in a private setting, may not remain private and posts may become public knowledge and/or reported to the school.

Employees should weigh whether a particular posting or explicit/implicit message puts his/her effectiveness as a School employee at risk. CPA encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Employees may not discuss students nor post images that include students.

### Personal or Professional Blogs

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

Employees may not comment on a student’s blog or a student’s other social networking commentaries.

Employees may not use trade names, or logos belonging to the School without express written permission of the Executive Director.

In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact Human Resources. Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

Failure to comply with CPA’s social media policy will result in disciplinary action, up to, and including, immediate termination.

## EQUIPMENT POLICY

CPA attempts to provide all staff members with the equipment and supplies needed to do their job. Providing equipment is a great expense to the School. It is expected that everyone will protect and care for all equipment and supplies issued to them. Staff members are responsible for the cost of lost, stolen, or broken items issued to them including: keys, textbooks, teacher guides, laptops, and any other equipment that may be assigned to them if the loss is due to willful misconduct or gross negligence.

## Staff Equipment

Each staff member assigned devices and will be charged for any damages, loss or theft to the laptop caused by willful misconduct or gross negligence.

Although issued to an individual employee, all computing devices are considered the personal property of the primary organizational unit to which the receiving employee belongs and shall be returned upon termination of employment with the School, after reassignment of job duties or immediately upon request at any time by an official of the School.

Employees are expected to take all appropriate measures and precautions to prevent the loss, theft, damage and/or unauthorized use of such equipment. Such precautions shall include, but not be limited to the following:

- Keep the computing device in a locked and secured environment when not being used.
- Do not leave the computing device for prolonged periods of time in a vehicle, especially in extreme temperatures.
- Keep food and drinks away from all computing devices and work areas.
- Do not leave the computing device unattended at any time in an unsecured location (e.g., an unlocked empty office); and
- Keep the computing device in sight at all times while in public places, such as public transportation, airports, restaurants, etc. Should an employee's computing device be lost or stolen, the employee must:
  - Immediately report the incident to his/her immediate supervisor and/or Executive Director.
  - Obtain an official police report documenting the theft or loss; and
  - Provide a copy of the police report to his/her immediate supervisor or Executive Director.

If the employee fails to adhere to these procedures, the employee may be held legally and financially responsible to the School for the replacement of such equipment.

The School is under no legal, financial or other obligation to provide for a replacement computing device to any employee whose device is lost, stolen or damaged.

There is no expectation of privacy in School equipment. The School may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to management review, monitoring, and auditing by the School. Other audits may be performed on the usage and internal controls as deemed necessary.

Non-compliance with any policies or procedures regarding Employee Computers and Portable Computing Devices issued by the School will result in appropriate disciplinary action and/or reimbursement of any and all costs to the School.

## CELL PHONE POLICY

If you are required to perform business on a cell phone for CPA while driving, you must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending, writing, or reading text based

communications on your cell phone while driving a School vehicle or your own vehicle to conduct School business is prohibited. Text based communications include, but are not limited to, text messages, instant messages, and email.

If you are assigned a School cell phone to conduct School business, please notify your supervisor if the cell phone is misplaced, stolen, or damaged. Personal calls, received or placed, are not allowed on School cell phones.

### Telephone Calls and Texting

While at work and during staff meetings, the employee's undivided attention is expected. Cell phones, texting, and pagers are not allowed so that the activities or discussion are not disturbed. Employees should wait to make personal phone calls during breaks.

## NO SOLICITATION/DISTRIBUTION POLICY

CPA's Communication Systems may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from the Executive Director is required before anyone can post any information on commercial on-line systems or the internet.

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

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

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

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

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

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

The sole exceptions to this policy are charitable and community activities supported and approved by CPA.

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

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

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

## Definitions

School “premises”: property owned, leased, operated, managed, or controlled by the School, including buildings, parking lots, and play areas that the School has the right to use exclusively or in common with others, vehicles owned or operated by the School.

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

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

## Employee Responsibility

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

## ANTI-NEPOTISM POLICY

### Policy Statement

It is the policy of CPA to avoid Nepotism, which means to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts of interest, or management disruptions exist due to a relationship between a CPA decision-maker and his or her Family Member. This policy is to ensure effective supervision, internal discipline, security, safety, and positive morale in the workplace and to avoid the potential for problems of actual or perceived favoritism, conflicts in loyalty, discrimination, and appearances of impropriety or conflict of interest. This policy applies to all CPA board members, employees, individual consultants hired or retained by CPA, and School Services Providers hired or retained by CPA.

Relationships between CPA board members, employees, consultants, or School Services Providers are permissible under the following circumstances:

- Family Members of CPA board members, employees, individual consultants, or School Services Providers shall not be hired for or retained in an employment position if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other.
- Any time a board member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not result in an adverse impact on work productivity or performance. The determination of whether there is an adverse impact shall be in the discretion

of the supervisor(s) of the employee(s), consultant(s), or School Services Provider(s), or in the case of a board member, in the discretion of the CPA Board of Directors.

- Any time a board member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not create an actual conflict of interest under the law, and shall not create a detrimental perceived conflict of interest. The determination of whether there is a detrimental perceived conflict of interest shall be in the discretion of the supervisor(s) of the employee(s), consultant(s) or School Services Provider(s), or in the case of a board member, in the discretion of the CPA Board of Directors.

## Definitions

“Family Members” include an employee's parent, child (natural, adopted, or legal guardianship), spouse, domestic partner, brother, sister, grandparent, grandchild, step-relationships within the preceding categories, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, and father-in-law.

“Nepotism” describes a work-related situation in which there is the potential for favoritism toward a Family Member (such as giving a job, promotion, biased performance reviews, or more favorable working conditions) on the basis of the familial relationship.

“School Services Provider” shall mean any provider of school services to CPA, and in the case of an organization shall mean be the responsible individual at such organization that provides school services to CPA.

## Procedures

When a Family Member of a current CPA board member, employee, individual consultant, or School Services Provider applies to become a board member or employee, or requests to be a consultant or School Services Provider, the Family Member's application/request must be denied if a conflict under this policy exists (*e.g.*, if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other). Special circumstances may be reviewed by the Board in the event that CPA's best interests would be served otherwise.

When a Family Member of a current CPA board member, employee, individual consultant, or School Services Provider applies for a transfer to a new employment position within CPA, the Family Member's application must be evaluated to determine whether a conflict under this policy exists. If a conflict exists, the application for transfer must either be denied or one of the Family Members must seek a position transfer to avoid the conflict, if any such opportunity exists. In the event that no such opportunity exists, the application for transfer must be denied.

In implementing this policy, it is permissible to ask an applicant, potential consultant, or School Services Provider to state whether he or she has a Family Member who is presently employed by or on the board of CPA, but such information may not be used as a basis for an employment decision except as stated herein.

When a relationship that creates a conflict with this policy occurs during employment, CPA will attempt to arrange a transfer or change in position/duties to eliminate the conflict. If a suitable transfer/change in position/duties is not available, one of the employees may be separated from service. Every attempt will be made to effect transfer or separation on the basis of agreement between the employees involved



and CPA. If a mutual agreement is unattainable, the Board will determine, in CPA's best interest, which employee is to be transferred or separated.

## Responsibilities

The Executive Director or designee shall coordinate with the current employee's direct supervisor to develop appropriate plans to ensure that a Family Member's employment does not conflict with this policy. If the situation cannot be resolved by a transfer, then the Executive Director or designee will deny the application for employment. Special circumstances may be reviewed by the Board in the event that CPA's best interests would be served by the employment of a Family Member.

The Executive Director or designee shall investigate reports of Nepotism and take appropriate action. Employees are required to disclose changes in their personal situations to the Executive Director or designee which may be covered by this policy. Supervisors may inquire about the family relationship between employees to determine the appropriateness of the working relationship under this policy. The Board shall make the final determination concerning potential conflicts with this policy involving the Executive Director.

## BUILDING SECURITY/SCHOOL KEYS

All employees who are issued keys to any building or office are responsible for their safekeeping.

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

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

## INTERNAL INVESTIGATIONS & SEARCHES

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

In CPA's discretion, employees' work areas (i.e., desks, file cabinets, lockers, etc.) may be subject to a search without notice. Employees are required to cooperate. Because even a routine search for CPA property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to CPA. CPA will generally try to obtain an employee's consent before conducting a search of work areas, but it may not always be able to do so. Employees have no expectation of privacy in their work areas.

## VIOLENCE IN THE WORKPLACE

CPA has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect CPA or which occur on CPA property will not be tolerated. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on CPA premises, regardless of the relationship between CPA and the parties involved
- All threats or acts of violence occurring off CPA premises involving someone who is acting in the capacity of a representative of CPA

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

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy CPA property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapons

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

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the law enforcement authorities by dialing 911. Immediately after contacting the law enforcement authorities, the employee must report the

There will be no retaliation against any employee who brings a complaint in good faith under the Violence in the Workplace Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

In certain circumstances, the School may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence.

## SECTION 11 – STANDARDS OF CONDUCT

### PERSONAL STANDARDS

#### School Dress Code

It is the goal of the school to foster a professional work environment for all staff, as part of our commitment to providing excellent customer service to our families, our communities, our professional associates, and respect for one another.

#### General Rules

Clothing should be clean, free of wrinkles, rips or tears, and appropriate for the workplace. Nothing too tight or revealing (i.e., nothing too low cut in the front or back, or sheer), no bare midriffs, no spaghetti straps, and no undergarments showing. No shorts or yoga pants. No offensive language or images. Hair should be clean and neatly groomed. Please cover tattoos whenever possible.

#### Casual Business Attire

Tops:

- Polo style or button-down shirts or blouse
- Pullovers or sweaters
- \*No tank tops

Bottoms:

- Skirt (no more than 3" above the knee)
- Dress slacks or Khakis
- Capri pants
- Denim jeans

Dresses:

- No more than 3" above the knee

Hats:

- School hats

Shoes:

- Comfortable and professional: This may include dress shoes, boots, heels, sandals, or flats.
- \*If you are in a position where you are moving items or furniture, please wear closed-toe shoes.

## TEACHER-STUDENT INTERACTIONS

### 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 Behavior

Some activities may seem innocent from a staff member’s perspective, but some of these activities can be perceived as flirtation or sexual insinuation from a student or parental point of view. 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.

Staff members must understand their own responsibilities for ensuring 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 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 addressed by this policy.

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without parental permission
- Being alone in a room with a student at school with the door closed
- Bringing your own children into CPA students’ homes
- Allowing students in your home during working hours
- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student
- Sending emails, text messages, Facebook responses, or letters to students if the content is not

about school activities

### Acceptable and Recommended Behaviors

- Obtaining parent's written consent for any school activity (exclusive of tutorials)
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions
- 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 school-based technology and equipment)
- Keeping the door open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior-staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries 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)
- Making detailed notes about an incident that in your best judgment could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Prioritizing professional behavior during all moments of student contact
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career

### Reporting

When any staff member becomes aware of another staff member, volunteer, guest or vendor having crossed the boundaries specified in this policy, or has a reasonable suspicion of misconduct, he or she must report the suspicion to their immediate supervisor or the Executive Director promptly. Reasonable suspicion means it is based on facts which would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

### Investigating

The School will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior, using such support staff or outside assistance, as it deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all other privy to the investigation, shall protect the privacy interests of

any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible.

### 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.

## CUSTOMER & PUBLIC RELATIONS

The School's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. It is possible an employee may come into contact with a dissatisfied or hostile individual based on the nature of the employee's work. If this happens, you should immediately notify your supervisor or the Executive Director. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Executive Director.

## STANDARDS OF CONDUCT AND CIVILITY

At CPA, we are committed to upholding the highest standards of personal integrity and conduct. These standards are based on our dedication to treating people with dignity, respect, and civility, and taking individual and collective responsibility for our conduct. The manner in which we conduct ourselves defines us and how we are perceived by others. As school employees, we also serve as role models to our students.

CPA employees are accountable for integrity in conduct and for the consequences of their actions or inactions. The highest of ethical standards are expected in all matters internal, as well as with students, parents, and the community at large. All employees and any individuals acting on behalf of CPA are required to conduct themselves in compliance with the essence of this Standards of Conduct and Civility policy. Any concerns must be promptly reported to a supervisor or the Human Resources. Failure to comply with this policy may result in disciplinary action, up to and including termination.

Children must have adult supervision at all times.

### CIVILITY

- Everyone treats each other with civility, dignity, respect and professionalism at all times
- Employees exercise emotional self-control and sensitivity to feelings of others not with blame or recrimination
- Employee behavior supports an environment where everyone feels safe, secure and respected.

## PROHIBITED CONDUCT

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

- Falsification of employment records, employment information, or other School records
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's
- Theft, deliberate or careless damage, or loss of any School property or the property of any employee or customer
- Provoking a fight or fighting during working hours or on School property
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive
- Carrying firearms or any other dangerous weapons on School premises at any time or while acting on behalf of the School
- Any conduct that has gained sufficient notoriety so as to impair the employee's school-related relationships
- Any willful conduct that endangers the safety, health or wellbeing of another individual
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the school
- Immoral conduct
- Unfitness for service
- Violation of the Substance and Alcohol policy
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of administration, or the use of abusive or threatening or abusive language toward a supervisor or member of administration
- Unreported absence on scheduled workdays unless otherwise excused
- Excessive tardiness or absenteeism unless otherwise excused
- Unauthorized use of School equipment, time, materials, facilities, or the School name
- Sleeping or malingering on the job
- Failure to observe working schedules, including the required rest and meal periods
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited
- Distributing unauthorized literature or any written or printed material during working time or in work areas ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work absent extenuating circumstances
- Failure of an employee to obtain permission to leave work for any reason during normal working hours
- Abuse of sick leave
- Violation of the Communications Policy
- Violation of the Standards of Conduct and Civility Policy
- Failure to provide a physician's certificate when requested or required to do so
- Violating the School's Personal Standards or dress code
- Breaching confidentiality
- Making derogatory racial, ethnic, religious, or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language

at any time on School premises or during working hours

- Violation of any safety, health, security, or School rule
- Negligence or other conduct leading to the endangerment or harm of a child or children
- Working overtime without authorization or refusing to work assigned overtime
- Unsatisfactory job performance
- Willfully or maliciously making false statements regarding any co-worker or submitting a complaint known to be false.

## CONFIDENTIAL INFORMATION

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, student information, all student lists, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law.

The School prohibits audio or video recordings in the workplace, during working hours, without authorization of the School due to privacy and confidentiality concerns and protections.

The School devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of the School you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by the School. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of the School, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information shall be returned to the School during extended leaves of absence or upon termination.

During your employment with the School, you will not be permitted nor required to breach any obligation to keep in confidence proprietary information, knowledge, or data acquired during your former employment. You must not disclose to the School any confidential or proprietary information or material belonging to former employers or others.

Upon an extended leave of absence, request from the School or termination of employment, employees are required to immediately return to the School all property of the School in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the School. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

Violations of this policy may result in disciplinary action, up to and including termination.

## CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal,



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

Any employee involved in such situations or relationships must immediately and fully disclose the nature of the situation or relationship to the Executive Director so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

Employees shall not be financially interested in any contract made by them in their official capacity.

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

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

This policy is in addition to CPA's Revised Nonprofit Conflict of Interest Policy and Conflict of Interest Code.

### Outside Employment

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

- Prevent you from performing work for which you are employed at CPA.
- Involve organizations that are doing or seek to do business with CPA including actual or potential vendors.
- Violate provisions of law or CPA policies or rules.
- When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave).
- Your obligations to CPA must be given priority. Full-time employees are hired and continue employment with the understanding that CPA is their primary employer and that other employment, commercial involvement or volunteer activity that is in conflict with the business interests of the school is strictly prohibited.

## POLICY REGARDING INCONSISTENT, INCOMPATIBLE OR CONFLICTING EMPLOYMENT, ACTIVITY OR ENTERPRISE BY SCHOOL PERSONNEL

### Policy Statement

It is the policy of CPA that its officers and employees may not engage in any outside activity, employment, or enterprise for compensation which is inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of CPA. During working hours or on school premises, officers or employees shall not engage in political or religious activities, or recruit or solicit students or members of the public for political or religious activities.

An officer's or employee's outside activity, employment, or enterprise for compensation shall be determined to be inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of CPA if any of the following apply:

- It involves the use of CPA time, facilities, equipment, supplies, or the officer's or employee's position or influence with CPA, for private gain or advantage.
- It involves receipt or acceptance by the officer or employee of any money or other consideration for the performance of an act that would otherwise be required within the scope of the officer or employee's duties with CPA.
- It involves the performance of an act as part of the outside activity that involves services performed for CPA.
- It affects the officer's or employee's work hours, interferes or conflicts with the officer's or employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that impact the officer's or employee's job performance.

Officers and employees may not use CPA's name, logo, supplies, equipment or other property in connection with any outside activities.

### Procedure

In the event that an officer or employee believes that an outside activity for compensation may be inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of CPA, the officer or employee shall obtain a written determination of the Executive Director or his or her designee that the outside activity is not in violation of this policy before engaging in such activity.

## EXPENSE REIMBURSEMENT POLICY

CPA will reimburse employees for certain reasonably necessary business expenses incurred in the furtherance of CPA business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the school's relevant fiscal and accounting policies and procedures. In general, the immediate supervisor must have previously approved all expenses, prior to the employee spending money. All receipts pertaining to the reimbursement must be original and detailed, and should be submitted to the appropriate supervisor for review and approval, prior to submission for final approval and payment.

## POLICY CONFIRMING RESTRICTION ON THE PROVISION OF FUNDS OR OTHER THINGS OF VALUE TO STUDENTS, PARENTS OR GUARDIANS

### Policy Statement

It is the policy of CPA that CPA shall not provide any funds or thing of value to any student or his or her parent or guardian that a school district could not legally provide to a similarly situated student, or his or her parent or guardian. CPA does not and shall not provide, for example, “sign up bonuses” to parents or guardians or other incentives unrelated to education.

Additionally, a student, parent or guardian shall not use his or her status as a student, parent or guardian with CPA in order to obtain funds or things of value from CPA. For example, this policy prohibits an individual from utilizing his or her status as a parent or guardian to obtain a vendor contract with CPA for compensation. It also prohibits an individual from utilizing his or her status as a parent or guardian to refer or encourage any students enrolled in CPA, or their parents or guardians, to select that individual or his or her company or another provider of services, in connection with the student’s education at CPA, resulting in the individual’s receipt of funds or thing of value from CPA.

### Procedures

The prior approval of the Executive Director or his or her designee must be obtained for any of the following in order to ensure that it does not conflict with this policy:

- Any funds or thing of value provided to a student, parent or guardian which has not previously been approved. This applies in any situation in which a student, parent or guardian would any funds or thing of value, whether in their capacity as a student, parent, guardian, vendor, service provider or other circumstance.
- Any proposed incentive to be offered to students or parents.

In requesting approval, the educational purpose of any such funds, thing of value or incentive must be provided to the Executive Director or his or her designee.

## SECTION 12 – SAFETY

### SUBSTANCE AND ALCOHOL POLICY

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

For purposes of this policy, “illegal drugs” includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana, marijuana vaping or other recreational marijuana use), and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). “Drug paraphernalia” means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. “Under the influence” means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, and/or illegal drugs in any detectable manner.

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

- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises;
- Refusing to submit to an inspection or testing when requested by administration;
- Being under the influence of illegal drugs, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event.
- Conviction under any criminal drug statute for a violation occurring in the workplace, including failure to notify the School in writing of employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction; or
- Failure to keep all prescribed medicine in its original container.

Employees taking physician-prescribed medications, which impairs the employee's job performance, (including medical prescribed marijuana) should not report to work. In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Human Resources. Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students. Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform his or her specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in his or her possession on the School premises any prescription medication other than medications currently prescribed by a physician for the employee.

This policy will not be construed to prohibit the use of alcohol at social or business functions. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

The School may at times conduct unannounced searches of School property for alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. This may include desks, storage areas and rooms normally used to store employees' personal property. As a result, employees do not have an expectation of privacy in this regard.

Violation of this Substance and Alcohol Policy may result in disciplinary action, up to and including termination, at the School's sole discretion.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Compliance with this Substance and Alcohol Policy is a condition of employment at the School. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, the School may report such illegal drug activities to an appropriate law enforcement agency.

The School may require a test by intoxilator, blood test, urinalysis, medical examination of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

## SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as e-cigarettes, cigars, pipes, vaping and/or (both tobacco and marijuana products). Smoking is prohibited within 20 feet of a school building and within 25 feet of a school playground or event location, whichever is farther.

## SECURITY

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. All staff is expected to question any unknown person seen in the workplace who does not have a visitor's pass. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of your Executive Director, other employees or call 911. Report any suspicious persons or activities to your Executive Director. Never attempt to force an individual to leave the workplace if s/he is uncooperative. Immediately contact your supervisor or school administrators for assistance or call 911. Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time, and do not leave valuable and/or personal articles that may be accessible in or around your work area. Employees shall not use their cell phone or similar device to engage in any form of audio or video recording on school property without the prior written approval of the Executive Director and the written

consent of the individual being recorded. Please report any problems with our security systems to your Executive Director.

## VIDEO SURVEILLANCE FOR DANIELSON STREET OFFICE

Cabrillo Point Academy ("Charter School") is committed to maintaining a safe and healthy learning environment for all members of the school community. In furtherance of this goal, Charter School has installed security cameras in the hallways, entry ways, inventory rooms, and other locations throughout the administrative office at 13915 Danielson Street, Suites 100, 101, 102 and 200, Poway, California 92064 ("Office") for the safety of visitors and to secure Charter School property.

These systems have visual recording capabilities and the recordings may be retained in Charter School's sole discretion. There are no cameras in restrooms and other similar sensitive locations ("Sensitive Locations").

While in or around the Office, Charter School employees are subject to video surveillance and recording and do not have an expectation of privacy other than while in Sensitive Locations.

## PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on CPA property. Be cautious: keep school property and/or personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

## PERSONAL AUTOMOBILE

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

## PERSONAL PROPERTY

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

## SAFETY POLICY

CPA is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or Executive Director immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process, or business practice for

which the School is responsible, bring it to the attention of your supervisor or Executive Director immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Executive Director regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and Human Resources.

CPA has in place a written Injury and Illness Prevention Program as required by law. Please contact Human Resources for further information.

## ERGONOMICS

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

## CHEMICAL EXPOSURE WARNING

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

## SECTION 13 – TERMINATION

### VOLUNTARY TERMINATION

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

### INVOLUNTARY TERMINATION

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

### EXIT INTERVIEWS

All employees who leave employment at CPA may be asked to take part in an exit interview with their

supervisor to communicate their challenges and growth while employed at CPA. Information shared during an exit interview will be treated as confidential to the extent possible.

## VERIFICATION AND REFERENCE POLICY

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

With respect to verification requests, CPA will disclose only the dates of employment and the title of the last position held. CPA will verify or disclose an employee's salary history only if the employee provides written authorization for CPA to provide the information. However, CPA will provide information about current or former employees as required by law or court order. CPA will not provide any letters of reference for current or former employees. Please refer all questions about this policy to Human Resources.



## EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

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

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

In particular, I have read and understand CPA's Anti-Nepotism Policy, Policy Regarding Inconsistent, Incompatible or Conflicting Employment, Activity or Enterprise by School Personnel, Policy Confirming Restrictions on the Provision of Funds or Other Things of Value to Students, Parents or Guardians, and restrictions and procedures to avoid Conflicts of Interest.

Just as I am free to terminate the employment relationship with CPA at any time, CPA, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and CPA for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. No one other than the Executive Director of CPA, with the approval of the Board of Directors, has the authority to alter my employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Executive Director. This is the entire agreement between CPA and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with CPA, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook.

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

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

Employee Name (print): \_\_\_\_\_

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

Date: \_\_\_\_\_