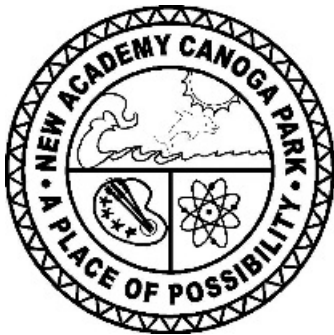


N.E.W. Academy Schools Employee Handbook

**N.E.W.
Academy
Canoga Park**



**N.E.W.
Academy of
Science & Art**



TABLE OF CONTENTS

Mission & Values	5
ABOUT THIS HANDBOOK	6
GENERAL EMPLOYMENT POLICIES	7
Employment At-Will	7
Equal Employment Opportunity	7
Disability Accommodation	8
Lactation Policy	9
Unlawful Harassment, including Sexual Harassment	9
Immigration Law Compliance and Criminal Background Check	11
New Employee Orientation	12
Open Door Policy	12
Whistleblower Policy	12
Grievance Policy	13
Reporting Fraud or Abuse	13
Employment of Relatives	14
Access to Personnel Files	15
Changes in Personal Data	15
Personal Property	15
Contact with Media	15
Termination of Employment	15
EMPLOYEE CLASSIFICATIONS	17
Regular, Full-Time Employee	17
Regular, Part-Time Employee	17
Temporary Employee	17
Non-Exempt Employee	17
Exempt Employee	17
COMPENSATION	18
Performance Evaluation	18
Pay Raises	18
Hours of Work	18
Recording Your Time	19
Overtime	19
Workday and Workweek	19
Meal and Rest Breaks	20
Pay Days	20
Direct Deposit	20
Deductions from Your Paycheck	20
Garnishment of Wages	20
Pay Advances	20
STANDARDS OF PERFORMANCE & CONDUCT	21
Standards of Conduct	21
Attendance and Punctuality	22

Dress Policy	23
Personal Use of Telephone and Mail	23
Use of NEW Academy's Name and Letterhead	24
Confidentiality of Student Information	24
Care of Equipment	24
Conflict of Interest and Code of Ethics	24
Reimbursements	27
Courtesy to Others	27
Electronic Mail, Voicemail, and Internet	27
Social Media	29
Computer Software Licensing	30
Solicitation and Distribution	31
Bulletin Board	31
Staff Communication	32
Child Abuse/Mandated Reporting	32
BENEFITS	34
Overview	34
Medical Insurance	34
Dental Insurance	34
Vision Care Coverage	34
COBRA	35
Retirement Plan	35
State Disability Insurance	36
Workers' Compensation Insurance	36
TIME OFF BENEFITS	37
Holidays	37
Paid Time Off	38
LEAVES OF ABSENCE	39
Personal Leave of Absence	39
Family and Medical Leave	39
Pregnancy Disability Leave	45
Paid Family Leave	46
Jury Duty	46
Witness Leave	47
Voting Leave	47
Military Leave	47
Military Spouse Leave	47
Bereavement Leave	47
Victims of Domestic Violence/Sexual Assault Leave	48
Crime Victims Leave	48
School Activities Leave	48
Alcohol and Drug Rehabilitation	48
Bone Marrow/Organ Donation Leave	49
SAFETY & SECURITY	50
Safety in the Workplace	50
Fire Drills	50

Violence in the Workplace	50
Workplace Searches	51
Office Cleanliness	51
Smoking in the Workplace	51
Video Surveillance	51
Drug and Alcohol Free Workplace	51
Driver Safety	52
ACKNOWLEDGMENT OF RECEIPT	54
ACKNOWLEDGMENT OF RECEIPT – TEACHERS ONLY	55

Mission & Values

The mission of NEW Academy is to create an exciting, standards-driven learning environment where students use their talents to contribute positively to the community.

The core values of NEW Academy are:

- Children learn in different ways on different days
- Everyone is deserving of the highest respect
- Doing extra makes a difference
- Everyone is responsible for individual choices

ABOUT THIS HANDBOOK

This Employee Handbook contains information about the employment policies and practices of NEW Academy. You are expected to read this Handbook carefully, as it is a valuable reference for understanding your job and NEW Academy. The policies outlined here should be regarded as management guidelines only, and will require changes from time to time. NEW Academy retains the right to make decisions involving employment as needed in order to conduct our business in a manner that is beneficial to you and us. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and all verbal and/or written policy statements. With the exception of NEW Academy's "at will" policy, which will not be changed, circumstances may require changes in certain other policies, procedures, work rules or benefits stated in this Handbook. NEW Academy reserves the right to revise, modify, delete or add to the policies in this Handbook. No oral statement or representations will change the provisions of this Employee Handbook.

This Handbook is not intended to create a contractual obligation with respect to any matters it covers. This Handbook is not intended to, and does not; create a contract guaranteeing you will be employed for any specific time period.

GENERAL EMPLOYMENT POLICIES

Employment At-Will

Unless you are a teacher with an annual employment agreement, employment at NEW Academy is “at will.” This means that your terms and conditions of employment may be changed with or without notice, and with or without cause, including but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties and location of work. Nothing in this handbook or in any other document or statement, shall limit NEW Academy’s right to change the terms and conditions of employment at any time, with or without cause. No manager or other employee of NEW Academy has the authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than “at will” employment. Only the Board of Directors has the authority to make such an agreement. Such an agreement must be in writing and signed by the Principal.

Equal Employment Opportunity

NEW Academy is committed to providing a professional work environment free from discrimination and harassment, including discrimination and harassment based on a protected category, and an environment free from retaliation for participating in any protected activity covered by this policy. NEW Academy is committed to providing equal employment opportunities to all employees and applicants for employment. Accordingly, we have adopted and maintain this anti-discrimination policy designed to encourage professional and respectful behavior and prevent discriminatory and harassing conduct in our workplace. We will implement appropriate corrective action(s), up to and including formal discipline, in response to misconduct--including violations of NEW Academy’s anti-discrimination policy--even if the violation does not rise to the level of unlawful conduct.

NEW Academy prohibits discrimination or harassment based on the following categories: race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. In addition, NEW Academy prohibits retaliation against a person who engages in activities protected under this policy. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under this policy.

All employees are expected to assume responsibility for maintaining a work environment

that is free from discrimination, harassment and retaliation. Employees are encouraged to promptly report conduct that they believe violates this policy so that we have an opportunity to address and resolve any concerns. Managers and supervisors are required to promptly report conduct that they believe violates this policy. We are committed to responding to alleged violations

This policy applies to NEW Academy applicants and employees (coworkers, supervisors and managers). As used in this policy, the term “employee” includes contractors and volunteers in our workplace. In addition, this policy extends to conduct with a connection to an employee’s work, even when the conduct takes place away from NEW Academy’s premises, such as a business trip or business-related social function.

Disability Accommodation

NEW Academy is committed to complying with all laws that protect qualified individuals with disabilities. When requested, NEW Academy will provide a reasonable accommodation for any known physical or mental disability of a qualified individual, provided the requested accommodation does not create an undue hardship for NEW Academy or pose a direct threat to the health or safety of others in the workplace or to the requesting employee.

This policy applies to all applicants and employees and extends to all aspects of NEW Academy’s employment practices, including recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

To request an accommodation to perform the essential functions of an employee’s job, the employee must notify human resources or submit a written request to human resources. An employee requesting an accommodation should include in the request his or her suggestion for an accommodation.

Reasonable accommodations may include modification of a work station, change in job duties or schedule, reassignment to another position, or time off (with or without pay), provided that such exceptions do not pose a direct threat to the health or safety of others in the workplace or to the requesting employee.

Once NEW Academy is aware of the need for an accommodation, it will engage with the employee in an interactive process to identify possible accommodations.

Employees are encouraged to use this procedure without fear of retaliation. Employees who believe that they have been treated in a manner not in accordance with this policy should notify human resources.

This policy is neither exhaustive nor exclusive. NEW Academy is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the Americans with Disabilities Act and California law.

Lactation Policy

NEW Academy shall make available a private location other than a toilet stall for an employee to express milk for an infant child and provide employees with a reasonable amount of break time to do so.

Unlawful Harassment, including Sexual Harassment

NEW Academy is committed to providing a work environment free of unlawful harassment. NEW Academy's policy prohibits sexual harassment and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, gender (including gender identity and gender expression), national origin or ancestry, physical or mental disability, medical condition, marital status, registered domestic partner status, age, sexual orientation or any other basis protected by federal, state, or local law or ordinance or regulation. **All such harassment is unlawful.** NEW Academy's anti-harassment policy applies to all persons involved in the operation of NEW Academy and prohibits unlawful harassment by any employee of NEW Academy, including supervisors and managers, as well as vendors, customers, independent contractors and any other persons. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has, or is perceived to have, any of those characteristics.

As used in this policy, harassment is defined as disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the protected categories listed above. Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, making physical contact in an unwelcome manner, etc.). Harassment is any behavior that includes unwelcome advances, sexual or otherwise, and other verbal or physical contact which interferes with an individual's job performance or creates an intimidating, hostile or offensive work environment.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors; and
- Retaliation for reporting or threatening to report harassment.

In addition to the foregoing, sexual harassment is prohibited. As used in this policy

sexual harassment is defined as harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into two types:

1. Quid Pro Quo Sexual Harassment ("this for that")

- Submission to sexual conduct is made explicitly or implicitly a term or condition of an individual's employment.
- Submission to or rejection of the conduct by an employee is used as the basis for employment decisions affecting the employee.

2. Hostile Work Environment Sexual Harassment. Conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile or otherwise offensive working environment. Examples include:

- Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails or gifts.
- Sex, gender or sexual orientation-related comments, slurs, jokes, remarks or epithets.
- Leering, obscene or vulgar gestures or making sexual gestures.
- Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
- Impeding or blocking movement, unwelcome touching or assaulting others.
- Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
- Conduct or comments consistently targeted at one gender, even if the content is not sexual.

If you believe that you have been unlawfully harassed, bring your complaint to the Principal or your supervisor as soon as possible after the incident. You will be asked to provide details of the incident or incidents, names of the individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory. Supervisors will refer all harassment complaints to the Principal. NEW Academy will immediately undertake an effective, thorough and objective investigation of the harassment allegations.

If NEW Academy determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by NEW Academy to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. NEW Academy

representative will advise all parties concerned of the results of the investigation. NEW Academy will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.

NEW Academy encourages all employees to report any incidents of harassment forbidden by this policy **immediately** so that complaints can be quickly and fairly resolved. You also should be aware that the federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.

Immigration Law Compliance and Background Check

In compliance with the federal Immigration Reform and Control Act of 1986 (as amended), it is NEW Academy's policy to employ only individuals who have the legal right to work in the United States. All newly hired employees must provide proof of both identity and employment eligibility within three working days of hire.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to the expiration of that period, in order to remain employed by NEW Academy.

All potential employees are subject to fingerprinting prior to employment with NEW Academy.

Once a conditional offer of employment has been provided, to determine suitability for employment or continued employment, NEW Academy has the right as provided by California law to consider criminal convictions of any employee or applicant for employment. NEW Academy will conduct an individualized assessment as to whether a conviction has a direct or adverse relationship with the specific job duties of the position. Consideration will be given to the relationship between the conviction and the responsibilities of the position that is or will be held. A relevant job-related conviction is grounds for denial of continued employment, termination of employment or non-selection of an applicant. The applicant and/or employee shall have notice and an opportunity to respond regarding the conviction as provided by California law prior to NEW Academy's final decision regarding employment.

NOTE: Conviction is defined as including all felonies and misdemeanors except minor traffic violations in relation to any position which does not require driving.

Falsification of application materials, including failure to disclose criminal convictions is grounds for termination of employment or non-selection of an applicant.

Applicants for employment convicted of a criminal violation after they have applied should contact the Main Office within five days of the conviction. Individuals who have begun employment with the school must notify the Principal within five days of the conviction. Failure to report a conviction is grounds for discipline up to and including termination of employment or non-selection of an applicant.

New Employee Orientation

During your first few days of employment, you will participate in an orientation program conducted by the Principal or designated supervisor and various members of your department. During this program, you will receive important information regarding the performance requirements of your position, basic NEW Academy policies and other information necessary to acquaint you with your job and NEW Academy. You will also be asked to complete all necessary paperwork at this time, such as appropriate federal and/or state tax forms.

Please use this orientation time to familiarize yourself with NEW Academy and our policies. We encourage you to ask any questions you may have during this time so that you will understand all the guidelines that affect and govern your relationship with us.

Open Door Policy

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, if a situation persists that you believe is detrimental to you or to NEW Academy, free discussion with your immediate supervisor, or the Principal is encouraged. We encourage you to bring your questions, suggestions and/or complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

Whistleblower Policy

NEW Academy is committed to lawful and ethical behavior in all of its activities and requires board members, executives, directors and employees to act in accordance with all applicable laws, regulations and policies and to observe high standards of business and personal ethics in the conduct of their duties and responsibilities.

The objectives of NEW Academy Whistleblower Policy are to establish policies and procedures to:

- Prevent or detect and correct improper activities
- Encourage each board member, executive, director, and employee (reporting individual) to report what he or she in good faith believes to be a material violation of law or policy or questionable accounting or auditing matter by NEW Academy

- Ensure the receipt, documentation, retention of records, and resolution of reports received under this policy protect reporting individuals from retaliatory action.

Every NEW Academy staff member has an obligation to report what he or she believes is a material violation of law or policy or any questionable accounting or auditing matter by NEW Academy, its officers, directors, executives, employees, or other representatives. Reporters must also notify NEW Academy if an action needs to be taken in order for NEW Academy to be in compliance with law or policy or with generally accepted accounting practices. The types of concerns that should be reported include, for purposes of illustration and without being limited to, the following:

- Providing false or misleading information on the NEW Academy financial documents, grant reports, tax returns or other public documents
- Providing false information to or withholding material information from the NEW Academy auditors, accountants, lawyers, directors or other representatives responsible for ensuring compliance with fiscal and legal responsibilities
- Embezzlement, private benefit, or misappropriation of funds
- Material violation of NEW Academy policy, including among others, confidentiality, conflict of interest, whistleblower, ethics and document retention
- Discrimination based on race, gender, sexual orientation, ethnicity, and disability
- Facilitation or concealing any of the above or similar actions

Grievance Policy

NEW Academy has established a grievance procedure to provide employees an opportunity to resolve grievances that may arise. You can use this procedure to address any issue, including but not limited to: a disciplinary action; a claim of unfair treatment, discrimination or harassment; or any concern regarding working conditions.

You are encouraged to attempt to resolve any complaints on an informal basis by discussing the matter with the appropriate party. If the complaint does not get resolved on this informal basis, you should follow the grievance steps as outlined in this policy. You should address your concerns as soon as possible.

First, you should report your complaint immediately to the Principal. If you prefer not to discuss the matter with the Principal, you may contact any other member of management.

NEW Academy will investigate every grievance immediately.

If for any reason the aforementioned communication lines is not a possibility, we highly encourage any NEW Academy employee to contact the third party administered "Reporting Hotline."

Reporting Fraud or Abuse

Preventing fraud and abuse requires your help. Suspected fraud or abuse should be brought to the attention of your supervisor or may be reported anonymously by

contacting the toll-free reporting hotline number or the webpage provided below. The information you provide will remain confidential.

The Reporting Hotline specializes in forensic auditing, fraud examination and asset misappropriation when and if these matters are in question or suspicion. We encourage any NEW Academy employee with serious concerns of violation of law or policies to follow the steps below.

- Contact the Reporting Hotline by email at reports@lighthouse-services.com. Please make sure to include the company name with the complaint.
- Contact the Reporting Hotline by website: <http://www.lighthouse-services.com/nacpdolphins.org> The website will walk you through the reporting process.
- Contact the reporting hotline:
 - English speaking USA and Canada: (877) 472-2110 (not available from Mexico)
 - Spanish speaking North America: (800) 216-1288 (from Mexico user must dial 001-800-216-1288)
 - The toll free hotline number will connect you directly to a private voicemail where you will be asked to provide as much information as you can. This number is monitored by an external fraud examiner who is not employed by NEW Academy.
- Contact the Reporting Hotline by Fax: (215) 689-3885. Please make sure to include the company name with the complaint.
- You may also contact the LAUSD Fraud hotline: 1-866-528-7364

Please be aware that the e-mail, fax, website and telephone call are 100% confidential. At no time will any information that personally identifies you be released to anyone, without your authorized approval. We encourage you to feel confident that you may use either or both reporting methods depending on your comfort level.

Employees are encouraged to utilize this procedure without fear of reprisal. No employee will be discriminated or retaliated against because they have elected to use this procedure. Moreover, appropriate corrective and disciplinary action will be taken against any individual who violates the non-retaliation policy.

For advice or help, you may contact the NEW Academy Board of Directors President.

Employment of Relatives

A supervisor may not hire or supervise an individual if that individual and the supervisor have a romantic relationship, including but not limited to, marriage, or if that individual is a member of the supervisor's immediate family. The term "immediate family" refers to parents, children, sisters, brothers, nieces, nephews and other family members residing in the same household.

In the case of marriage of persons within the same department, an effort will be made to

assign comparable job duties so as to minimize problems of supervision, safety, security, and morale.

Access to Personnel Files

Upon reasonable request, you may inspect your own personnel file at a mutually agreeable time, on NEW Academy premises in the presence of a NEW Academy official. You will be permitted to see any records regarding your qualifications for employment, promotion, wage increases, or discipline. Exceptions include records regarding criminal investigation and any letters of reference maintained by NEW Academy. You will be allowed to have a copy of any document you have signed relating to your employment. You have the right to request your pay records, which shall be provided upon request.

Changes in Personal Data

In case of emergency, we need to maintain up-to-date information about all employees. Any changes in name, address, telephone number, marital status, number of dependents or beneficiaries, as well as your designated contact in case of emergency, should be provided to your supervisor as soon as possible.

Personal Property

NEW Academy cannot insure or be responsible for, and will assume no liability for, any loss or damage to your personal property resulting from theft, fire, or any other cause while on NEW Academy's premises.

Contact with the Media

All media inquiries regarding NEW Academy and its operations must be referred to the Principal of NEW Academy. Only the Principal, or his/her designee, is authorized to make or approve public statements pertaining to NEW Academy or its operations. In addition, any use of school letterhead requires advanced written permission of the Principal.

Termination of Employment

Should you decide to leave your employment with us, we ask that you provide the Principal with at least 30 days written notice in advance. Proper notice generally allows NEW Academy sufficient time to calculate all accrued vacation (if applicable) as well as other monies to which you may be entitled and to include such monies in your final paycheck.

As mentioned elsewhere in this Handbook, all employment relationships with NEW Academy are on an "at will" basis, with the exception, as previously noted, of teachers under an annual contract. Thus, although NEW Academy hopes that our relationship is long term and rewarding, NEW Academy reserves the right to terminate the employment relationship at any time, for any reason, with or without cause.

Also, upon your leaving, we may ask that you complete a brief exit interview. Exit interviews are normally scheduled after a manager receives notice of resignation and for employees whose termination is initiated by NEW Academy. The purpose of these interviews are to review eligibility for benefit continuation and conversion to ensure all necessary forms are completed, to collect all NEW Academy property that may be in your possession (e.g. NEW Academy keys, lap top computer etc.) and to provide you with an opportunity to discuss your job-related experiences.

All NEW Academy property must be returned upon termination. This includes all items that NEW Academy has reimbursed you for. NEW Academy may take further action to recoup replacement costs or seek the return of NEW Academy property through appropriate legal recourse.

Teachers are employed with a yearly contract and are bound to the terms of the contract. Teachers are not eligible for tenure.

EMPLOYEE CLASSIFICATIONS

Regular, Full-Time Employee

An employee who is regularly scheduled to work a minimum of 30 hours a week.

Regular, Part-Time Employee

An employee who is regularly scheduled to work less than 30 hours a week.

Temporary Employee

An employee holding a position of limited duration arising out of special projects, needs or emergencies. An employee will not change from temporary status to another status unless specifically informed of such a change in writing from NEW Academy.

Non-Exempt Employee

An employee who is classified by NEW Academy as not exempt from the overtime provisions of the Federal Fair Labor Standards Act (FLSA) and overtime and other provisions of any applicable California state laws and wage orders.

Exempt Employee

An employee who is classified by NEW Academy as exempt from the overtime provisions of the FLSA and overtime and other provisions of any applicable California state laws and wage orders.

COMPENSATION

Performance Evaluation

Your performance is observed by your supervisor. At the end of the school year, a meeting will be scheduled with your supervisor to discuss your job performance and make recommendations to assist you in improving your job performance, cooperation and goals related to your position and duties.

In addition, you will be evaluated in writing at least once per year. These written performance evaluations will evaluate progress, work performance, and conduct since the last performance evaluation. Such reviews are not solely for considering compensation. However, continued improvement in performance within your job classification is necessary in order to be considered for promotion, advancement, and increased earnings.

The written reviews are based on your overall performance in relation to your job responsibilities and will also take into account, among other things, your conduct, demeanor, and record of attendance and tardiness. The Principal or your supervisor will discuss the evaluation with you, making suggestions where needed and pointing out where you excel or may require improvement.

In addition to the regular performance evaluations described above, special written performance evaluations may be conducted by the Principal or your supervisor at any time to advise you of the existence of performance or disciplinary problems.

Pay Raises

When annual budgets allow for salary increases, NEW Academy is committed to providing competitive salary increases to those employees who consistently achieve or exceed job expectations. NEW Academy will determine eligible increase amounts following the end of the year annual performance evaluation. Please note that salary increases are made at the sole discretion of NEW Academy. Additionally, NEW Academy reserves the right to withhold and/or modify any and all salary increases for numerous reasons including, but not limited to, budgetary restraints or underperforming employees.

Hours of Work

Teachers work hours are from 7:30 am to 3:30 pm, Monday through Friday and until 4:30 pm on days for Professional Development. Teachers will also be responsible for attendance of other school events and activities not during working hours (including but not limited to Staff Development and particular school nights,) as requested by the Principal.

Our Main office hours are generally 7:30 am to 3:30 pm on school days unless otherwise scheduled by the Principal or supervisor. Your own work schedule may vary depending on your job.

Part-time employees will be notified of their schedule by the Principal or supervisor.

Recording Your Time

Non-exempt employees must record their hours on a time clock. Non-exempt employees must sign in and out for meal breaks, unless automatically deducted. Non-exempt employees must submit their time cards as directed by their supervisor.

Overtime

There may be times when you are unable to complete your work during your normally-scheduled shift. In *some* of these cases, there may be a need to work overtime, which is defined in the next paragraph. All overtime must be approved, in advance, by the Principal or your supervisor.

Non-exempt employees will be paid overtime at the following rate(s):

- One and one-half the regular rate of pay for any time worked over 8 hours in a workday;
- One and one-half the regular rate of pay for any time worked over 40 regular hours in a workweek;
- Two times (double time) the regular rate of pay for any time worked over 12 hours in a workday;
- One and one-half the regular rate of pay for any time worked on the 7th consecutive workday in a given workweek;
- Two times (double time) the regular rate of pay for any time worked over 8 hours on the 7th consecutive workday in a given workweek.

Workday and Workweek

For purposes of calculating overtime for non-exempt employees, the workday begins at 12:00 a.m. and ends at 11:59 p.m. and the workweek begins on Monday and ends on Sunday.

Only actual hours worked count toward computing weekly overtime. Paid time off such as sick, holiday, and vacation does not count as time worked in the calculation of overtime pay.

Meal and Rest Breaks

Non-exempt employees who work more than five (5) hours in a day are required to take a 30-60 minute unpaid meal period. All non-exempt employees who work more than 10 hours in a day are required to take two 30-60 minute unpaid meal periods. The first meal break must be taken within the first five hours of starting time and the second meal period must be taken during the second five-hour period. The meal period is your own time and gives you an opportunity to relax and leave your work area.

A non-exempt employee who works a maximum of six (6) hours in a day may waive the meal period by written mutual consent between the employee and NEW Academy.

Employees will also receive one ten-minute paid break for every four hours worked in a day. All meal times and breaks will be scheduled by your supervisor.

Pay Days

You will be paid semimonthly on the 15th and the last day of each month. If a scheduled payday falls on a Saturday, Sunday or NEW Academy observed holiday, you will be paid on the day preceding the weekend or holiday.

Direct Deposit

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

Deductions from Your Paycheck

NEW Academy is required by law to make certain deductions from your paycheck for items like federal and state taxes, Social Security (FICA) and California State Disability Insurance (SDI). There may be additional deductions as well. If you have any questions, please see the Principal.

Garnishment of Wages

NEW Academy is required by law to recognize certain court orders, liens and wage assignments. You will be notified in advance of such orders affecting your pay.

Pay Advances

NEW Academy does not grant pay advances or loans to employees.

STANDARDS OF PERFORMANCE & CONDUCT

Standards of Conduct

Like all organizations and businesses, NEW Academy requires order, discipline and efficiency to succeed. Each employee has an obligation to follow our policies and standards of conduct at all times.

Disciplinary action for violating these Standards of Conduct may include a verbal warning, written warning, suspension, and/or termination. NEW Academy reserves the right, at its discretion, to determine the appropriate level of discipline.

While it is not possible to provide an all-inclusive list of impermissible conduct and performance, these examples illustrate the types of conduct that could result in disciplinary action, up to and including termination:

- Violating any NEW Academy policy or rule, whether contained in this Handbook or otherwise. Negligence, carelessness or inconsiderate treatment of students, parents or staff and / or their matters / files.
- Misleading information with regard to references provided in your application for employment and/or in the application process.
- Theft, misappropriation, or unauthorized possession or use of property, documents, records or funds belonging to NEW Academy, or any student or employee; removal of same from school premises without authorization.
- Divulging confidential information, of any kind, to any unauthorized person(s) or without an official need to know.
- Obtaining unauthorized confidential information pertaining to students or employees.
- Changing or falsifying student records, school records, personnel or pay records, including time sheets without authorization.
- Willfully or carelessly damaging, defacing or mishandling property of a student, NEW Academy or other employees.
- Taking or giving bribes of any nature, or anything of value, as an inducement to obtain special treatment, to provide confidential information or to obtain a position. Acceptance of any gratuities or gifts must be reported to Management.
- Entering school premises without authorization.
- Willfully or carelessly violating security, safety, or fire prevention equipment or regulations.
- Unauthorized use of a personal vehicle for school business.
- Rude, discourteous, or unbusiness-like behavior; creating a disturbance on school premises or creating discord with students or fellow employees; use of abusive language.
- Insubordination or refusing to follow instructions of the immediate supervisor or management; refusal or unwillingness to accept a job assignment or to perform job requirements.

- Failure to observe scheduled work hours, failure to contact supervisor in the event of illness or any absence; failure to report to work when scheduled without following the vacation or sick absence policy
- Leaving the office during scheduled work hours without permission; unauthorized absence from assigned work area during regularly scheduled work hours.
- Sleeping or loitering during regular working hours.
- Recording time for another employee or having time recorded to or by another employee.
- Use or possession of intoxicating beverages or illegal use or possession of narcotics or drugs, on school premises during working hours or reporting to work under the influence of intoxicants or drugs so as to interfere with job performance.
- Unauthorized possession of a weapon on school premises.
- Gambling on school premises.
- Soliciting, collecting money, vending, and posting or distributing bills or pamphlets on school property. These activities are closely controlled in order to prevent disruption of school services and to avoid unauthorized implication of school sponsorship or approval. However, this general rule is not intended to hinder or in any way curtail the rights of free speech or free expression of ideas. Therefore, such activity by employees during non-working time, including meal and rest periods, is not restricted so long as such activity does not interfere with the orderly and regular conduct of NEW Academy business, is lawful, in good taste, conducted in an orderly manner, and does not create safety hazards or violate general good housekeeping practices. Any person who is not an employee of NEW Academy is prohibited from any and all forms of solicitation, collecting money, vending, and posting or distributing bills or pamphlets on School property at all times.
- Falsification of one's employment application, medical or employment history.
- Unlawful or unbusiness-like conduct, on or off School premises, which adversely affects NEW Academy services, property, reputation or goodwill in the community, or interferes with work.

Nothing in this policy is designed to modify our employment at-will policy.

Attendance and Punctuality

Regular attendance is an essential condition of employment. As an employee of NEW Academy, you are expected to be punctual and have regular attendance that includes arriving to the workplace on time and as set forth in your work schedule as specifically designated by NEW Academy for your employment position. Any tardiness or absence causes problems for your co-workers and your manager. When you are absent, your workload must be performed by others, just as when others are absent, you must assume their workload. Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are expected to remain at work for their entire work schedule, except for meal and rest periods or when required to leave on authorized NEW

Academy business.

If you are unable to report to work on a particular day or are going to be tardy, you must notify the Principal or your supervisor directly as soon as you know you will be absent or tardy, and no later than within 15 minutes of your scheduled start time. If you are a teacher, since a substitute must be arranged, you must notify the Principal or the Principal's designee as soon as you know you will be absent or tardy, and no later than within three hours of your scheduled start time.

You must inform the Principal of the expected duration of any absence. All non-exempt employees will not be paid for the hours that they miss and will only be able to make up those hours at the discretion of the Principal.

If you become ill while at work, report to the Principal. Never leave work or go home before the end of your scheduled work day without first informing and securing approval from the Principal. If the Principal is not available, contact the Director of Operations or Office Manager for approval before leaving.

In all cases of absences or tardiness, you must provide the Principal with an honest and reasonable reason or explanation. Failure to follow the above reporting procedure will result in disciplinary action, up to and including termination.

If you are absent from work for more than three consecutive days, a statement from a physician is required certifying that you are physically and mentally able to resume your duties before you will be permitted to return to work.

Dress Policy

Employees are expected to dress in an appropriate manner that is suitable for their working conditions and consistent with projecting a professional appearance that sets a tone for an environment in which learning is expected to take place. Employees are expected to use good taste and maintain good personal hygiene. "Flip-Flops" are not to be worn by any employee. If the Principal feels that you do not meet the above standards, you will be sent home to change without compensation. Violations of this policy may result in disciplinary action, up to and including termination.

Personal Use of Telephone and Mail

It is important to keep our telephone lines available for business purposes. Therefore, use of the telephone for personal reasons should be kept brief and occur only during meal or rest periods. We depend on your judgment and sense of fairness in this matter and urge you to advise your family and friends of our policy so that incoming personal calls will not interfere with your work.

Personal letters, testimonials or letters of recommendation, written on NEW Academy's letterhead, may lead to an embarrassing situation for you and NEW Academy. Because of this, neither NEW Academy's stationery nor NEW Academy's business address is to

be used for personal correspondence.

No personal mail is to be sent at NEW Academy's expense.

Use of NEW Academy's Name and Letterhead

Except as is required in the course and scope of his or her employment, or as is otherwise authorized by NEW Academy's principal, no employee may use or authorize the use of NEW Academy's names, logos, letterhead, trademarks, or intellectual property.

Confidentiality of Student Information

Each employee is expected to maintain the highest degree of confidentiality when handling student issues. No employee shall disclose student information, or information about a student's family, to outsiders, including other students, third parties, or members of one's own family. If you have a question regarding this issue, please address it to the Principal.

Care of Equipment

Equipment is expensive, and you are expected to demonstrate proper care when using NEW Academy equipment. No property may be removed from the premises without prior management approval.

Conflict of Interest and Code of Ethics

Employees are not permitted to use their position with NEW Academy, or any of our clients, for private gain; to advance personal interests; or to obtain any favors or benefits for themselves or any other person or business.

Application and Enforceability

The Code of Ethics applies to all School personnel including Board Members. Provisions of this *Employee Code of Ethics* are supported by State law, and Board and Personnel Commission Rules and regulations. Violations of this *Code of Ethics* may result in administrative or disciplinary action under those laws, rules, regulations, and agreements.

Making Ethical Decisions

While the Code of Ethics provides general guidance, it does not provide a complete listing or a definitive answer to every possible ethical situation. When making decisions, we should use good judgment to fulfill the spirit as well as the letter of the Code. The References section of the Code lists other documents such as laws, rules and policies that provide more detailed guidance. When making decisions:

- Evaluate the situation and identify the ethical issues.
- Follow the rules. Consult the Code of Ethics, law, and school rules, regulations,

bulletins, policies and procedures, and apply them to the situation.

- Ask for guidance from your supervisor. If your supervisor is involved in the problem, contact his or her supervisor, or the board for help. Ask for help early—before you act.
- Make and carry out a decision that is consistent with the rules and develops excellence, integrity and responsibility.

Commitments and Expectations

A. Commitment to Excellence. *We are committed to being the best school and personnel we can be, educating our students to their maximum potential. Everything we do has an impact on the classroom.*

1. Focus on students. *We are committed to making decisions driven by the needs of our students and high expectations. We will continue to improve ourselves to better meet the needs of our students, ensuring that our students have the best learning environment.*

2. Set the example. *We are committed to providing the best example we can, striving to demonstrate excellence, integrity and responsibility in our work.*

3. Create an environment of trust, respect and non-discrimination. *We are committed to creating an environment of trust, care and respect. We will not tolerate discriminatory or harassing behavior of students or colleagues.*

4. Provide honest, accurate and timely information. *We are committed to candor in our work relationships, providing all personnel with accurate, reliable and timely information. We will not tolerate falsification or cheating.*

5. Identify problems and help create solutions. *We are committed to identifying areas for improvement within our schools, and suggesting and implementing solutions that make us more successful.*

6. Keep policies, procedures and rules. Our rules, policies and procedures are the foundation of trust and how our schools conduct everyday business. They define our expectations and evaluation criteria. *We are committed to following our Code of Ethics, laws, and rules, regulations, policies and procedures, recommending changes required to make them better, and will not tolerate improper conduct.*

7. Report improper conduct. When someone does well, it reflects well on all of us. When we make a mistake, we strive to correct it and learn from it. *We are committed to reporting gross mismanagement, significant waste of funds, abuse of authority, threats to safety, violations of our Code of Ethics, laws, rules, regulations, policies and procedures, or other conduct that damages our integrity or reputation.*

8. Keep colleagues safe from retaliation. *We are committed to creating a work environment where problems can be reported and solved. We are prohibited from threatening, harassing,*

punishing or retaliating against employees who make good faith complaints.

B. School and Personal Integrity. To maintain our integrity, we are committed to making decisions in the best interests of the Schools. We will avoid conflicts of interest and the appearance of impropriety.

9. Avoid conflicts of interest and improper outside income. A conflict of interest can exist anytime our position or decisions provide us a financial benefit or improper advantage. We are permitted to receive outside income as long as it does not create a conflict with our work for the school. *We are committed to declining outside income that might be perceived as inconsistent, incompatible or in conflict with our official duties. We will not make decisions or use our position for personal benefit or to gain an improper advantage.*

10. Decline gifts. A gift is a benefit we receive for which we did not pay. Gifts can include merchandise, food, tickets, use of facilities, investments, rebates or discounts not offered to the public, or forgiveness of debt from vendors, lobbyists, parents, students or others. *We will not accept gifts or gratuities that give the appearance that the gift improperly influenced our decisions regardless of the amount. We will not solicit vendors, lobbyists, parents or others for anything that provides us a personal benefit different from the public.*

11. Improper influence of family members and associates. *We are committed to abstaining from decisions that could result in a direct benefit to a close relative or co-habitant including, but not limited to, hiring, promotion, discipline, evaluation or direct supervision.*

12. Maintain appropriate relationships with students. *We are committed to ensuring that employee-student relationships are positive, professional and non-exploitative. We will not tolerate improper employee-student relationships.*

13. Keep procurement information confidential. *To reinforce public trust and confidence in our procurement processes, we are committed to ensuring that procurement information is kept confidential, used only in the performance of our duties, and not released early to potential contractors.*

14. Keep the contracting process objective. *We are committed to making contract award recommendations in the best interest of the schools. From the time an RFP, specification or other contract document is issued until the staff recommendation is made public, we will not have contact concerning the contract with contractors participating in the process or their representatives.*

15. Uphold school interests in hiring and promotion. *We are committed to hiring and promoting school personnel based on their qualifications and the job-criteria of the position, and will not tolerate improper practices.*

C. Responsibility. *We are committed to holding each other responsible for our performance as a school and as individuals.*

16. Proper use of public position. *We are committed to ensuring that our power and authority*

are used in an appropriate, positive manner that enhances the public interest and trust. We will not use our authority to improperly influence people or obtain preferential treatment.

17. Proper use of public resources. *Except for occasional and limited personal use that does not interfere with performance of duties or create an appearance of impropriety, we are committed to ensuring that school facilities, equipment, supplies, mailing lists or other school resources are used for school purposes only. Except for occasional and limited personal use, we will not tolerate improper use of public resources, and will report and reimburse the school for significant costs of any limited personal use.*

18. Uphold confidentiality. *To achieve excellence, our school employees, parents and students must be able to discuss issues frankly, and when appropriate, in confidence. We are committed to abiding by all laws and school policies concerning confidential information, including student records, personnel files, agreements, and school records and policies. We will not reveal confidential information, including meeting content and the sources of comments, from staff, faculty, parent and closed Board of Education meetings.*

Reimbursements

On occasion, you may need reimbursement for expenses incurred on behalf of NEW Academy. Any and all requests for reimbursement require a pre-approved Purchase Order. You must request the reimbursement as soon as possible. All reimbursement requests must be submitted within 60 days of purchase. All reimbursement must have supporting documents such as original receipts or invoices, and must be approved by your supervisor. All items that have been reimbursed by NEW Academy remain the property of NEW Academy and must be surrendered upon termination.

If you must have a check reissued, there will be a fee determined by the cost to the Organization.

Courtesy to Others

NEW Academy's reputation is dependent upon quality work. This reputation, therefore, requires the active participation of every employee.

Each employee is required to be sensitive to the importance of providing courteous treatment in all our working relationships. NEW Academy is a professional learning community and all employees must adhere to professional norms of conduct, including at meetings and all school activities.

Electronic Mail, Voicemail, and Internet

We expect users to use their common sense in sending/receiving electronic mail ("e-mail") and voicemail messages and in their use of the Internet, on-line services, and the tools used for their access (all referred to as "systems"). The systems are established, maintained and provided by NEW Academy for employees to run the business operations more efficiently and effectively. As such, *the systems and all records created through them are considered NEW Academy property.*

We have set forth below guidelines for employees' use of NEW Academy's systems. Any violation of NEW Academy's policies and guidelines regarding the use of the systems may result in disciplinary action up to and including termination of employment.

NEW Academy's right to access information

Although employees have individual access to passwords to the systems, *the systems are accessible at all times by NEW Academy*. NEW Academy reserves the right to monitor the use and operation of these systems, to access and review all the records, data and messages within them, and to retain or dispose of any information as it deems necessary without prior notice to employees. As with any mail system, ultimate privacy and confidentiality of information on NEW Academy's systems cannot be guaranteed.

Therefore, you should not assume that messages or documents are confidential. This includes messages or documents marked "private" which may be inaccessible to most users but remain accessible to NEW Academy. Likewise, the deletion of a document or message may not prevent NEW Academy access to the item or completely eliminate it from the system. Back-up copies of e-mail, voicemail and documents may be maintained and referenced for any reason deemed appropriate by NEW Academy.

Forbidden Content and Usage

NEW Academy provides the systems to assist you in the performance of your job; you should use them for official NEW Academy business. While limited or occasional personal use of the systems is permitted, employees are prohibited from using NEW Academy's systems in any way that may be disruptive or offensive to others, including, but not limited to, the transmission of sexually explicit images, messages or cartoons, or any information that may be construed as harassing or disparaging of others based on their race, color, national origin, ancestry, citizenship, sex, sexual orientation, age, physical or mental disability, medical condition, creed, religion, marital status, veteran status or political beliefs.

Since your personal messages can be accessed by NEW Academy management without prior notice, you should not use e-mail or voicemail to transmit any messages that you would not want read or heard by a third party. For example, you should not use NEW Academy e-mail or voicemail systems for gossip, including personal information about yourself or others, for forwarding messages under circumstances likely to embarrass the sender, or for emotional responses to business correspondence or work situations. Additionally, under no circumstances should you use these systems for such purposes as soliciting or proselytizing for commercial ventures, religious, political, charitable or personal causes, or for outside organizations or other similar non job-related solicitations.

Employees may not send or disclose messages containing confidential or proprietary information to anyone who does not have a right to know. Always remember that there is the potential for any Internet message and any documents or files which are attached

to the message to be intercepted and read.

NEW Academy provides access to the Internet. The Internet represents a useful tool for NEW Academy in conducting its business, but like any other tool, it must be used properly. For purposes of this policy, Internet includes any public electronic data communications network. Internet use is intended to be primarily for business-related purposes, although limited personal use of the Internet is permitted. Internet access is monitored and actual website connections are recorded. All restrictions that apply to the use of NEW Academy's e-mail and other electronic and telephonic equipment as noted above apply to the use of the Internet.

Employees may not use the systems for unlawful activities, including copying or transmitting copyrighted materials in violation of copyright laws or licensing agreements, or misusing software trial versions or other software programs. Inappropriate use of NEW Academy's systems will result in disciplinary action, up to and including termination.

Social Media

These guidelines apply to all NEW Academy personnel who participate in social media (i.e. Twitter, Facebook, YouTube) or other Internet activity. The guidelines apply without regard to whether the conduct occurs during working or non-working time. Similarly, the guidelines apply regardless of whether NEW Academy equipment is used. NEW Academy-sponsored blogs are subject to separate standards of conduct.

The responsibility falls to each individual to use good judgment and, when in doubt, to ask for clarification or authorization *before* engaging in any questionable conduct online.

Just as you have a duty to report harassment or other inappropriate workplace conduct, you also have a duty to report any conduct that violates the rules set forth in these guidelines. In the event that you observe such conduct by any NEW Academy personnel, you are obligated to comply with the reporting requirements set forth in NEW Academy's Unlawful Harassment, including Sexual Harassment.

These guidelines are intended to supplement—not replace—NEW Academy's other policies. Policies on confidentiality, controversial issues, personal use of NEW Academy equipment, professionalism, references for former employees, publication of articles, unlawful harassment, and other rules of conduct are not affected by these guidelines. If not specifically addressed in these guidelines, an issue often can be clarified by reference to other NEW Academy policies. Similarly, conduct that violates these guidelines will be subject to disciplinary action, up to and including termination.

If, at any time, you communicate about NEW Academy, you must disclose your affiliation with NEW Academy. And, if you associate yourself with NEW Academy in any way, you must make it clear that you are speaking for yourself and not on behalf of NEW Academy. In those circumstances, you may want to include this disclaimer: "The

views and opinions expressed on this [blog/ website/or whatever term is appropriate], are my own and do not reflect the views of my employer.”

Do not discuss or otherwise reveal confidential matters. Similarly, preserve the confidentiality of customer and client information, including the identity of current, former, and prospective clients.

Use good judgment and strive for accuracy in your communications; errors and omissions reflect poorly on NEW Academy and may result in liability for you or NEW Academy.

Refrain from any online activity that is inconsistent with, or that reasonably could be expected to negatively impact, NEW Academy’s reputation or standing in the community, within the educational industry, or with clients or potential clients.

Be respectful and professional to everyone, including fellow personnel, competitors, and clients. Do not use profanity. Do not use language that violates NEW Academy’s harassment policy.

Do not give advice on legal matters. Speak only about issues about which you have knowledge. Do not claim to be an expert—even if you believe yourself to be.

Do not use or incorporate the NEW Academy name, logo, imagery or derivatives thereof in your address, screen name, home page, screen imagery, or otherwise without prior written approval of the Principal.

Exercise discretion in inviting colleagues, and responding to invitations from colleagues, to join social networks or become “friends,” and making recommendations or referrals. As between supervisors and subordinates, taking (and, still more, reversing) such steps may be awkward and could even feel coercive. As among peers, while feelings of inclusion can have positive effects on working relationships, the corollary feelings of exclusion can be painful and counterproductive.

If, at any time, you are uncertain about how to apply these guidelines or have any question about your participation in social media, you should seek the guidance of the Principal. Social media is in a state of constant change and NEW Academy recognizes that there will likely be events or issues that are not addressed in these guidelines.

Computer Software Licensing

NEW Academy purchases or licenses the use of various computer software programs. Neither NEW Academy nor any of NEW Academy’s employees have the right to duplicate this computer software or its related documentation. Unauthorized duplication of computer software is a federal offense, punishable by up to \$250,000 fine and up to five years in jail.

NEW Academy does not condone the illegal duplication of software. You must use the

software in accordance with the license agreement. This policy applies not only to individual desktop computers and laptops, but to local area networks as well.

Employees learning of any misuse of software or related documentation with NEW Academy shall notify a member of management. Employees who reproduce, acquire or use unauthorized copies of computer software will be subject to discipline, up to and including termination.

Assistance to Enroll in Literacy Program

NEW Academy will reasonably accommodate and assist any employee who requests NEW Academy's assistance in enrolling in an adult literacy education program, provided that this reasonable accommodation does not impose an undue hardship on NEW Academy. For purposes of this section, employer assistance includes, but is not limited to, providing the employee with the locations of local literacy education programs or arranging for a literacy education provider to visit the jobsite.

Solicitation and Distribution

Solicitation by one employee to another employee for gifts, flowers, or any other purpose is prohibited while either is on working time. Distribution of advertising material, handbills, printed or written literature of any kind, in working areas or in public areas of NEW Academy premises, without the permission of the Principal, where business is transacted with customers, is prohibited at all times.

Working time is defined as all time an employee is required to be engaged in work tasks. It does not include an employee's own time, i.e., meal periods, rest periods, or time before or after work.

In the interest of maintaining a proper business environment and preventing the interference with and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other use during working time.

Non-employees are likewise prohibited from distributing material or soliciting employees on NEW Academy premises at any time.

Bulletin Board

To maintain an effective avenue for communicating with our employees, NEW Academy maintains a bulletin board in the work room. NEW Academy's bulletin board is used to communicate official government information on equal opportunity, wage and hour, health and safety, and other issues. The bulletin board is for administrative use only; employees may not post or remove any information.

NEW Academy's bulletin boards may not be used by outside parties for the posting of commercial notes and advertisements, announcements, sales of personal property, or any

other matters. Employees and outside parties are also prohibited from distributing literature and soliciting other employees except as stated in NEW Academy's solicitation and distribution policy. You may refer to the Solicitation and Distribution policy in this handbook for more details.

All staff members are responsible for reading all school communication and adhering to the information and deadlines described which includes but is not limited to e-mails, bulletins, and announcements.

Staff Communication

All staff members are responsible for reading all school communication and adhering to the information and deadlines described which includes but is not limited to e-mails, bulletins, and announcements. All full-time staff should check e-mail daily before and after school.

Child Abuse/Mandated Reporting

A. SECTION 11166, CALIFORNIA PENAL CODE

1. This section mandates the reporting to designated authorities of cases of suspected child abuse as follows: "...any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse shall report; by telephone **immediately** and then send a written report ... **within 36 hours** ... "
2. This obligation to report applies to all certificated employees, health practitioners, school police, employees of child care center, instructional aides, teachers' aides, teachers' assistants, and those classified employees who have been trained.
3. Mandated reporters are immune from civil and criminal liability when reporting as required by law even if the report proves to be unfounded. The failure of a mandated party to report a known incident of child abuse is a misdemeanor punishable by up to six months in the county jail and/or a \$1000 fine.
4. The school will defend employees who make a report consistent with this policy in the course of their employment and will pay expenses associated with such defense.
5. Failure to comply with this reporting policy may subject an employee to professional and personal liability.

B. CHILD ABUSE INCLUDES:

1. Physical abuse - a physical injury inflicted by other than accidental means.
2. Sexual abuse
3. Neglect - the negligent failure of a person having the care or custody of a child to protect or provide adequate food, clothing, shelter or supervision.
4. Life endangerment, willful cruelty, emotional abuse.

C. CHILD ABUSE DOES NOT INCLUDE:

1. Reasonable and necessary force to quell a disturbance, for self-defense, or to obtain possession of weapons or other dangerous objects.
2. Corporal punishment as defined in the Education Code.

3. A mutual fight between minors.
4. Pregnancy, in and of itself, unless sexual abuse is suspected.

D. TO REPORT AN INCIDENT OF SUSPECTED CHILD ABUSE, PLEASE CALL 800-540-4000.

BENEFITS

Overview

NEW Academy has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness, disability, and death and to help you plan for retirement.

This section of the handbook highlights some features of our benefits programs. These programs are described more fully in summary plan description booklets, which are provided once you are eligible to participate in these programs. Complete descriptions of our group health insurance programs are also in NEW Academy's master insurance contracts with insurance carriers, which are maintained in the office. If information in this Handbook and our summary plan descriptions contradicts information in these master contracts, the master contract/documents shall govern in all cases.

Medical Insurance

Eligible full-time employees may enroll in our medical insurance program.

As a benefit to our eligible employees, NEW Academy will pay all of this coverage. You are responsible for paying any additional premiums should you select a different plan. You are responsible for paying the balance through a payroll deduction.

For further and more detailed information, please ask the Director of Operations or Office Manager.

Dental Insurance

Eligible full-time employees may enroll in our dental insurance program.

As a benefit to our eligible employees, NEW Academy will pay all of this coverage. You are responsible for paying any additional premiums should you select a different plan. You are responsible for paying the balance through a payroll deduction.

For further and more detailed information, please ask the Director of Operations or Office Manager.

Vision Care Coverage

Eligible full-time employees may enroll in our vision care program.

As a benefit to our eligible employees, NEW Academy will pay all of this coverage. You are responsible for paying any additional premiums should you select a different plan. You are responsible for paying the balance through a payroll deduction.

For further and more detailed information, please ask the Director of Operations or Office

Manager.

COBRA

If you resign or are terminated from NEW Academy's employment or if your hours are reduced, and if this event makes you or your dependents no longer eligible to participate in one of our health insurance plans, you and/or your eligible dependents may have the right to continue to participate in one of our health insurance plans. If you are determined to be disabled under the Social Security Act at the time of your termination or reduction in hours occurs, you may also be entitled to continuation coverage.

However, in the event that you become divorced or legally separated, or one of your children loses dependent status under our group health insurance plan, you and/or dependents are responsible for contacting NEW Academy. You and your qualified beneficiaries are also responsible for notifying NEW Academy within 60 days of qualifying for social security disability benefits.

You and your covered dependents will have the opportunity to continue benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

This is available when coverage for you and your covered dependents would otherwise end due to the following qualifying events:

- Death of a covered employee (36 months);
- Termination or reduction of hours of the covered employee's employment, other than by reason of such employee's gross misconduct (18 months);
- Divorce or legal separation of the covered employee from the employee's spouse (36 months);
- The covered employee becomes entitled to benefits under Medicare (36 months);
- A dependent child ceases to be a dependent child under the requirements of the plan (36 months)

A qualified beneficiary who properly elects continuation of coverage will be charged for the premiums, based on the plan's cost of providing coverage.

The plan administrator will notify the individuals eligible for coverage of their right to elect COBRA continuation coverage.

Retirement Plan

NEW Academy provides eligible employees through California State Teacher's Retirement System (CalSTRS) and/or California Public Employees Retirement System (CalPERS). This plan is intended to be used in combination with your social security benefits and other personal resources to provide you with income upon retirement.

A copy of the Summary Plan Description and detailed information on eligibility is available from the Director of Operations or Office Manager.

State Disability Insurance

To protect employees who miss work due to a non-work related accident or illness, the law requires that a percentage of each employee's wages be deducted each pay period to contribute to the state disability insurance (SDI) program. An injured employee will be eligible for benefits under this program beginning from the first day an employee is hospitalized or after the seventh day of the illness or accident if the employee is not hospitalized. Eligible employees will be paid a percentage of their regular earnings for a maximum period provided by law.

You are required to provide written notice of disability, including a health care provider's certificate stating the nature of the disability and the expected date of return to work. The notice and certification must be delivered to the Principal.

Workers' Compensation Insurance

NEW Academy carries workers' compensation insurance as required by law to protect employees who are injured or become ill on the job. The insurance provides medical, surgical and hospital treatment in addition to partial payment for loss of earnings that result from work-related injuries. Report any work-related injury or illness immediately to the Principal, Director of Operations, or Office Manager. Failure to report an injury or illness may result in a loss of benefits.

TIME OFF BENEFITS

Holidays

NEW Academy normally observes the following holidays during the year, which are:

- New Year's Day (January 1)
- Martin Luther King Jr. Day (third Monday in January)
- President's Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veteran's Day (November 11)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving (Friday following Thanksgiving)
- Christmas Eve (December 24)
- Christmas Day (December 25)

For holidays falling on Saturday, the NEW Academy is closed the previous Friday. For holidays falling on Sunday, the NEW Academy is closed the following Monday.

Eligible employees receive a paid holiday only if the holiday falls on a day they are normally scheduled to work.

Full time employees are eligible for paid holidays.

To receive holiday pay, you must work (or be on excused absence from) the regularly scheduled work days immediately preceding and immediately following the holiday.

School Breaks: All employees are required to report to work according to their employment agreement calendars.

Paid Time Off

Regular full-time employees are eligible for paid time off (PTO) (see below for guidelines).

Teachers should consult their employment agreement or supervisor for more detailed information.

For full-time employees who are not a teacher, paid time off is offered as follows:

Eligible employees accrue PTO at the rate of 8 hours per month based on the number of months designated in their employment agreement calendar (for a 10 month employee, this is approximately 10 days or 80 hours per year; for an 11 month employee this is approximately 11 days or 88 hours; for a 12 month employee this is approximately 12

days or 96 hours).

Employees are encouraged to use their PTO benefits during regularly scheduled times when school is not in session. Employees are not allowed to accrue more than a maximum 140 hours at a given time. If an employee later uses enough vacation pay to fall below the ceiling, the employee will start accruing vacation pay again from that date forward until the ceiling is reached again.

Please submit vacation requests as far in advance as possible to your Supervisor. We will make every effort to accommodate your request.

Upon termination all vacation accrued and not taken (up to maximum accrual amount described in this vacation policy) will be paid to eligible full-time employees.

Employees who are eligible for PTO will not receive additional sick leave under the California paid sick leave Act as the hours accrued under the PTO policy satisfies the California sick leave Act requirements.

Paid Sick Leave

All regular – non-contract or employment agreement - part-time and temporary employees are granted time off for the purpose of rest, relaxation, health matters or other personal matters according to the California Paid Sick Leave Act and the Los Angeles Paid Sick Leave Act (depending on your work location).

Part-time and temporary employees are eligible for sick leave according to the Los Angeles Paid Sick Leave Act. A minimum of 48 hours (LA Paid Sick Leave) per year will be available for part-time or temporary employees after a 90 day introductory period upon hire has passed (or at least 90 days of employment) and the employee must work more than 30 days in a calendar year. Sick leave in the amount of 48 hours will be available to all active employees at the rate of one hour for every 30 hours worked up to Local and State Maximums. **Unused sick leave will not be paid out at termination.**

An employee can take paid leave for themselves or a family member for preventive care or care of an existing health condition or for specified purposes if they are a victim of domestic violence, sexual assault or stalking. Family members include an employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling.

LEAVES OF ABSENCE

Personal Leave of Absence

There are circumstances that may require an employee to request an unpaid Personal Leave of Absence. Employees must submit a written request for leave at least 24 hours prior and obtain the written approval of the Principal. It is in the Principal's sole discretion, or the Principal's designee, to grant or deny the request for the paid personal leave day.

If you are placed on an approved leave of absence, every effort will be made to hold your position open for the period of the approved leave. If your former position is unavailable when you are able to return from an approved leave, every effort will be made to place you in a comparable position for which you are qualified.

If you accept other employment while on leave, fail to return to work on the next regularly scheduled workday following the end of the approved leave of absence, or decline a comparable position that is offered to you, you will be considered to have voluntarily resigned your employment, effective on the date of the failure to return or refusal of the position.

Family and Medical Leave

The NEW Academy provides family and medical leave benefits in accordance with the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). These leave benefits are described below.

Eligibility

To be eligible for family/medical leave, you must have worked for the NEW Academy for at least 12 months and for at least 1,250 hours in the 12 calendar months immediately preceding your leave.

Reasons for Leave

You may take up to 12 weeks of unpaid job-protected family/medical leave within a 12-month period for any of the following reasons:

1. The birth of a child and to bond with or provide for such child.
2. The placement of a child with you for adoption or foster care and to bond with or care for the new child.
3. To care for a parent, child, spouse or domestic partner with a serious health condition.
4. For your own serious health condition that renders you unable to perform the functions of your position.
5. Because of any "qualifying exigency" arising out of the fact that your spouse, son, daughter, or parent is a member of the National Guard and Reserves or retired member of the Armed Forces (but not a regular active duty military member of the Armed Forces) on active duty (or has been notified of an impending call or order to

active duty) in support of a contingency operation. Leave for this reason is referred to in this policy as “active duty” family leave.

6. Up to 26 weeks of leave in a single 12-month period for you to care for your spouse, son, daughter, parent, or next of kin recovering from a serious injury or illness suffered while on active duty in the armed forces. Such illness or injury must render the covered family member unfit to perform the duties of the individual’s office, grade, rank, or rating. The individual must be undergoing medical treatment, recuperation, or therapy, be on outpatient status, or be on the temporary disability retired list for a serious injury or illness. Leave for this reason is referred to in this policy as “service member” family leave.

A “serious health condition,” as specified in reasons 3 and 4 above, requires either an overnight stay in a medical facility or continuing medical treatment by a healthcare provider.

Leave for either of the first two reasons listed above must be completed within the 12-month period beginning on the date of birth or placement. In addition, in cases in which the NEW Academy employs both parents, they may take a maximum combined total of 12 weeks’ leave during any 12-month period for the first two reasons.

There are seven general categories of “exigency leave,” as specified in reason 5 above:

1. **Short-Notice Deployment:** To address any issue that arises due to a covered military member being notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment.
2. **Military Events and Related Activities:** To attend any official ceremony, program or event sponsored by the military and to attend family support and assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.
3. **Childcare and School Activities:** To arrange childcare or attend certain school activities for a child of the covered military member who is either under age 18, or age 18 or older and incapable of self-care. This leave may be taken to arrange for alternative childcare, to provide urgent, immediate, non-routine childcare, to enroll the child in a new school or day care facility or to attend meetings with staff at a school or day care facility (e.g., disciplinary meetings, parent-teacher conferences, meetings with school counselors).
4. **Financial and Legal Arrangements:** To make or update financial or legal arrangements to address the covered military member’s absence while on active duty or call to active duty status, such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System, obtaining military identification cards or preparing or updating a will or living trust. The leave can also be used for acting as the military member’s representative for purposes of obtaining, arranging or appealing military service benefits while the covered military member is on active

duty or call to active duty status, and for the 90 days after the termination of the covered military member's active duty status.

5. **Counseling:** To attend counseling provided by someone other than a healthcare provider for oneself, for the covered military member or for the child of the covered military member who is either under the age of 18 or age 18 or older and incapable of self-care; provided that the need for counseling arises from the active duty or call to active duty status of a covered military member.
6. **Rest and Recuperation:** To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may **only take up to five days of leave** for each instance of rest and recuperation. **NOTE: This will run concurrently with California's Military Spouse Leave.**
7. **Post-Deployment Activities:** To attend arrival ceremonies, reintegration briefings and events and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered military member's active duty and to address issues that arise from the death of a covered military member while on active duty status, such as meeting and recovering the body of the covered military member and making funeral arrangements.
8. **Additional Activities:** To address other events which arise out of the covered military member's active duty or call to active duty status provided that the employer and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

You must provide sufficient information that indicates that a family member is on active duty or call to active duty status, that the requested leave is for one of the qualifying exigencies listed above, and the anticipated duration of the absence.

When the NEW Academy employs both husband and wife, they may take a combined total of 26 weeks in a single 12-month period for service member family leave, or a combination of active duty and service member leave. For only active duty family leave, the husband and wife may take a maximum combined total of 12 weeks.

Calculating the 12-month Period

When determining the twelve (12) month period, NEW Academy uses a rolling twelve (12) month period measured backward from the date the employee uses any FMLA leave.

Note that service member family leave is a one-time benefit and as such, the 26 weeks are only available during a single 12-month period. NEW Academy will begin counting the 12-month period on the first day of leave taken to care for the injured or ill service member. During the 12-month period when service member family leave is used, an employee is limited to a combined total of 26 weeks of FMLA for any reason.

Pregnancy, Childbirth, and Related Conditions

While pregnancy and prenatal care are included in the definition of “serious health condition” under the FMLA, they are not covered under the leave provisions of the CFRA. If you take leave for pregnancy disability (up to four months, as certified by your healthcare provider) and are also eligible for family/medical leave, your FMLA-protected family medical leave will run concurrently with your pregnancy disability leave. Once you are no longer disabled by pregnancy/childbirth, you may apply for up to 12 weeks of leave under the CFRA to bond with your newborn.

Notice of Leave

You should notify NEW Academy of your need for family/medical leave as soon as you are aware of the need for leave.

If your need for family/medical leave is foreseeable, you must give NEW Academy at least 30 days’ prior written notice. If this is not possible, you must give notice as soon as practicable (within one or two business days of learning of your need for leave except in extraordinary circumstances). Failure to provide such notice may be grounds for delay of leave. Additionally, if you are planning a medical treatment, you must consult with NEW Academy first regarding the dates of such treatment. NEW Academy has Request for Family/Medical Leave forms available from the Principal. You should use these forms when requesting leave.

In any case in which the necessity for active duty family leave is foreseeable, whether because your spouse, child, or parent is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, you must provide such notice to NEW Academy as soon as it is reasonable and practicable.

When providing notice, be sure to include the dates and duration of your leave, if possible.

Certification

A request for family/medical leave because of the employee’s own serious medical condition or to care for a family member with a serious health condition must be supported by a medical certification from a healthcare provider. The medical certification must include the following information:

1. the date on which the serious health condition began
2. the estimated duration of the condition and the need for care
3. the healthcare provider’s statement documenting the need for the leave
4. if the leave is for your own serious health condition, a statement from the healthcare provider establishing that you are unable to perform the functions of your job due to your serious health condition

You may obtain approved medical certification forms from the Principal. When you request leave, NEW Academy will notify you of the requirement for medical certification

and when it is due (no less than 15 calendar days after you request leave). If you are unable to obtain the medical certification due to reasons beyond your control, notify the Principal as soon as possible.

For foreseeable leaves, medical certification must be provided before leave begins. Failure to provide requested medical certification in a timely manner may result in delay of leave until required documentation is provided.

NEW Academy, at its expense, may require an examination by a second healthcare provider designated by NEW Academy if it has a question about the validity of the medical certification you initially provide. If the second healthcare provider's opinion conflicts with the original medical certification, NEW Academy, at its expense, may require a third, mutually agreed on, healthcare provider to conduct an examination and provide a final and binding opinion.

NEW Academy may require updated medical recertification for additional leave, even if taken for the same medical condition. Failure to provide requested certification within 15 days, except in extraordinary circumstances, may result in delay of further leave until it is provided.

NEW Academy requires that the need for service member family leave be supported by a medical certification issued by the healthcare provider of the injured service member.

NEW Academy requires that a request for active duty family leave be supported by a certification.

Reporting While on Leave

If you take leave because of your own serious health condition or to care for a covered relation, you must contact NEW Academy before the medical certification expires. Failure to do so may be considered job abandonment. In addition, you must give notice as soon as practicable (within two business days if feasible) if the dates of the leave change, are extended, or were unknown initially.

Leave is Generally Unpaid

Family/medical leave is generally unpaid. However, NEW Academy will substitute other paid personal leave for family/medical leave.

Depending on the circumstances, you may be eligible for other wage-replacement benefits, including short- or long-term disability insurance payments, workers' compensation benefits, State Disability Insurance benefits, or Paid Family Leave (PFL) benefits. Eligible employees participating in the PFL program may receive up to six weeks of partial wage replacement when taking leave from work to bond with a new child or to care for a seriously ill parent, child, spouse, or domestic partner.

Note that neither the substitution of paid leave nor the integration of other wage-

replacement benefits for unpaid leave shall extend the maximum family/medical leave period or result in your receiving more than 100 percent of your salary.

Medical and Other Benefits

During an approved family/medical leave, NEW Academy will maintain your health benefits as if you continued to be actively employed. If paid leave is substituted for unpaid family/medical leave, NEW Academy will deduct your portion of the health benefits as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium by sending a check payable to NEW Academy to the Director of Operations or Office Manager. Your healthcare coverage will cease if your premium payment is more than 30 days late. If your payment is more than 15 days late, we will send you a letter to this effect. If we do not receive your copayment within 15 days of the date after the date of this letter, your coverage will cease. If you elect not to return to work for at least 30 calendar days at the end of the leave period, you will be required to reimburse NEW Academy for the cost of the premiums paid by NEW Academy for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

Employees on family/medical leave do not accrue benefits while on unpaid leave. Employees will not accrue time off benefits while on leave.

Intermittent and Reduced-Schedule Leave

Leave because of a serious health condition or service member caregiver leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. Active duty leave may also be taken intermittently or on a reduced-leave schedule.

Leave for bonding or the care of a new child must be taken in blocks of at least two weeks, but you are allowed two exceptions to this rule.

If leave is unpaid, NEW Academy will reduce your salary on the amount of time actually worked. In addition, while you are on an intermittent or reduced-schedule leave, NEW Academy may temporarily transfer you to an available alternative position that you are qualified for that better accommodate your recurring leave and that has equivalent pay and benefits.

Reinstatement

Employees returning from family/medical leave will be restored to the same or a comparable position. However, NEW Academy reserves the right to deny reinstatement

of “key employees” whose salary is among the top 10 percent if it would cause substantial and grievous economic injury to the operation of NEW Academy.

Pregnancy Disability Leave

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

Any female employee planning to take pregnancy disability leave should advise the Principal as early as possible. The individual should make an appointment with the Principal to discuss the following conditions:

- Employees who need to take a Pregnancy Disability Leave must inform the Principal when a leave is expected to begin and how long it will likely last. If the need for a leave is foreseeable, employees must provide notification at least 30 days before the Pregnancy Disability Leave is to begin. Employees must consult with the Principal regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the department. Any such scheduling is subject to the approval of the employee’s health care provider. If 30 days advance notice is not possible, notice must be given as soon as it is practical;
- Upon the request of an employee and recommendations of the employee’s physician, the employee’s work assignment may be changed if necessary to protect the health and safety of the employee and her child;
- Requests for transfer of job duties will be reasonably accommodated if the job and security rights of others are not breached;
- Pregnancy Disability Leave usually begins when ordered by the employee’s physician. The employee must provide the NEW Academy with a certification from a health care provider. The certification indicating disability should contain:
 1. The date on which the employee became disabled by pregnancy;
 2. The probable duration of the period or periods of disability; and
 3. A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- Leave returns will be allowed only when the employee’s physician sends a release;
- An employee will be required to use accrued sick time during a Pregnancy Disability Leave.
- Duration of the leave will be determined by the advice of the employee’s physician, but employees disabled by pregnancy may take up to four months. Part-time employees are entitled to leave on a pro-rata basis. The four months of leave includes any period of time for actual disability caused by the employee’s pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.

- Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a Pregnancy Disability Leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a Pregnancy Disability Leave has no greater right to reinstatement than if the employee had been continuously employed.

Paid Family Leave

The State of California may provide partial wage benefits to eligible employees for up to a maximum of six weeks for the following reasons:

- Care for an employee's or domestic partner's child after birth or placement for adoption or foster care; or
- Care for an employee's child, parent, spouse, or domestic partner necessitated by a serious health condition.

Employees may not receive Paid Family Leave insurance benefits if they are also eligible for or already receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers' Compensation.

To be eligible for benefits, employees may be required to provide medical and/or other information that support a claim for time off.

In addition, there is a seven calendar day waiting period before benefits begin. As a condition of initial receipt of family leave insurance benefits, you will be required to use any accrued time off or sick time, up to a maximum of two weeks. This use of time off or sick time will go, in part, towards the seven calendar day waiting period.

You are responsible for filing your claim for family leave insurance benefits and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter, the Internet or in person. All eligibility and benefit determinations are made by the Employment Development Department. This state-provided benefit is financed through employee contributions, meaning that the state requires NEW Academy to make a withholding from your paycheck.

Jury Duty

NEW Academy recognizes the civic duty of all employees to serve on a jury if required by law. Full-time employees will be granted a paid absence of up to ten (10) business days per year for the purpose of fulfilling any jury duty requirement. Full-time employees will be paid the difference between their regular wages and their jury duty compensation. An employee serving more than 10 days on jury duty will not receive pay for the additional time off, but will still be granted an excused absence. Employees serving more than 10 days on jury duty may use any accrued, but unused, vacation time to cover the additional unpaid absence.

Employees must notify their supervisor as soon as possible after receiving the notice of

jury duty or court summons. We expect you to return to your job if you are excused from jury duty during your regular working hours. Proof of service must be submitted to the Principal or Director of Operations when your period of jury duty is completed.

Witness Leave

You will be given necessary time off, without pay, in order to attend or participate in a court proceeding in accordance with state or federal law.

Voting Leave

If you do not have sufficient time outside of working hours to vote, you may arrange to take up to two hours from work with pay to vote in a statewide election. Such time must be at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from working, unless otherwise mutually agreed. You must provide at least two working days' notice to the Principal of any need for time off to arrange a mutually agreed upon schedule for voting day.

Military Leave

If you are required to fulfill military obligations in any branch of the Armed Forces of the United States, or in state military service, you will be given the necessary time off and reinstated in accordance with federal and state law.

Military Spouse Leave

Up to ten days of unpaid leave will be provided to eligible employees who have spouses in the military. To be eligible for the leave, you must work at least an average of 20 hours per week and have a spouse who is on active duty for any of the United States Armed Forces, National Guard or Army Reserves, in an area of military conflict.

To be entitled to the unpaid ten days off from work, you must provide notice to the Principal no later than two business days after receiving an "official notice" that your spouse will be on leave from deployment and that you intend to take time off from work during the leave from deployment. You must provide written documentation certifying that your spouse will be on leave from deployment.

Bereavement Leave

All employees, excluding temporary staff, are eligible for 5 days of bereavement. Three (3) paid days and two (2) non-paid days will be available to staff to attend a funeral following the death of a spouse, domestic partner, parent, brother, sister, child, grandchild, grandparent or parent-in-law.

Employees, excluding temporary staff, are eligible for 1 unpaid day to attend the funeral of non-immediate family members.

Victims of Domestic Violence/Sexual Assault Leave

Employees will be provided unpaid time off to appear in court to obtain a temporary restraining order or other injunctive relief to ensure their own safety or their child's safety due to domestic violence or because he/she or his/her child is a victim of a sexual assault.

Crime Victims Leave

Employees will be provided unpaid time off if they, an immediate family member, registered domestic partner, or a child of their registered domestic partner is a victim of a serious or violent felony and they attend judicial proceedings related to the crime.

Employees must provide advance notice and a copy of the notice of each scheduled proceeding. When advance notice is not feasible, or an unscheduled absence occurs, NEW Academy will allow the employee to provide documentation evidencing the judicial proceeding within a reasonable time.

NEW Academy must keep confidential any records regarding the employee's absence from work. NEW Academy will only inform those who have a need to know regarding the circumstances of this type of leave.

School Activities Leave

If you are a parent, guardian, or grandparent with custody of a child in kindergarten or grades 1-12, inclusive, or attending a licensed child day care facility, and wish to take time off to participate in activities of the school or child care facility, you may take off up to eight unpaid hours each calendar month, up to a maximum of 40 hours each year. You must give reasonable notice to the Principal of your planned absence. NEW Academy requires documentation from the school noting the date and time of your visit.

If both parents of a child work for NEW Academy, only one parent--the first to provide notice--may take the time off, unless NEW Academy approves both parents taking time off simultaneously.

Alcohol and Drug Rehabilitation

Employees who have problems with drugs and/or alcohol may, upon request, be granted time off to participate in an alcohol and drug counseling or rehabilitation program unless it would result in an undue hardship to the NEW Academy to provide such time off. The employee must use any accrued sick or vacation time while participating in an alcohol and drug counseling or rehabilitation program.

It is the employee's responsibility to seek assistance before the employee violates any of the provisions of the alcohol and drug-free workplace policy. Any violation of this policy will result in discipline up to and including immediate termination, even for a first offense.

Bone Marrow/Organ Donation Leave

Employees will be provided up to five (5) paid leave days for bone marrow donation and up to thirty (30) paid leave days for organ donation over the course of a one year period. Employee shall provide written verification that he/she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

For bone marrow donation, an employee will be required to use up to five days accrued sick leave or vacation time. For organ donation, an employee will be required to use up to two weeks accrued sick leave or vacation time.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a Bone Marrow/Organ Donation Leave, an employee will be reinstated to his/her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a Bone Marrow/Organ Donation Leave has no greater right to reinstatement than if the employee had been continuously employed.

SAFETY & SECURITY

Safety in the Workplace

Common sense is the most important safety rule of all. Please use it at all times. You must report every injury sustained while at work, no matter how slight, to the Principal or Director of Operations or Office Manager. You must report to the Principal or Director of Operations or Office Manager the existence of any safety or health hazard that you may observe. Employees are strongly encouraged to report such matters and there will be no reprisal as a result of compliance with this policy. Every employee is responsible for his or her own safety, as well as the safety of others in the workplace. To achieve our goal of safety, everyone must be safety conscious at all times.

In the event of a disaster or an emergency occurring, an alarm will sound or notice will be given. Upon hearing the alarm or becoming aware of an emergency, calmly proceed to the nearest exit and vacate the building with your students. If you are already outside, lead your students to a clear area outside the school building. When leaving your work area, you are asked to take your personal wallets and purses with you for security reasons. Each Teacher is to check their area to ensure that all students have vacated. The Principal will conduct a final walk through to make sure all students and personnel have cleared the building. In the case of an emergency that requires students to stay on campus or lock down, teachers are to bring their students into their classroom, lock the doors and close the blinds, keeping students calm until the Principal or Administrative Designee indicates that all is clear.

Employees who violate safety standards; who cause hazardous or dangerous situations; or who allow such conditions to remain when they could effectively be corrected, may be subject to disciplinary action, up to and including termination.

Fire Drills

Fire drills will be scheduled periodically throughout the year and we expect your complete cooperation during these drills.

Violence in the Workplace

It is NEW Academy's policy to expressly prohibit threats of violence by any NEW Academy employee or former employee against any other employees in or about NEW Academy's facilities at any time. NEW Academy also will not condone any acts or threats of violence against any of NEW Academy's employees, customers or visitors on NEW Academy's premises at any time or while they are engaged in business with or on behalf of NEW Academy, on or off NEW Academy's premises. Violence by an employee or anyone against an employee will not be tolerated.

In furtherance of this policy, employees must notify their manager or the Principal of any suspicious workplace activity or situations or incidents that they observe or that they become aware of that involve other employees, former employees, customers, or visitors

that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like.

Never engage in any type of confrontation with a potentially violent person. If you happen to find yourself in a potentially threatening situation, call 911 immediately.

Employees are expected to report to management and participate in an investigation of any suspected or actual cases of workplace violence.

NEW Academy will take prompt, appropriate action, up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.

NEW Academy will not condone any form of retaliation against any employee for making a report under this policy, so long as it is made in good faith, and in the reasonable belief, that a report should be made.

Workplace Searches

Consistent with California law, NEW Academy has the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. Inspection may be conducted at any time at the sole discretion of NEW Academy.

Office Cleanliness

You are expected to keep your place of work organized, clean and in good order at all times. If you see anything that needs to be repaired or replaced, notify the Principal.

Smoking in the Workplace

To maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in NEW Academy offices, facilities, and on NEW Academy property is strictly prohibited. Employees who wish to smoke must limit their smoking to break and meal periods.

Video Surveillance

NEW Academy utilizes a video surveillance system to help protect its resources and employees. The purpose of video monitoring is to assist in deterring theft or destruction of NEW Academy's property and to assist the staff in monitoring unauthorized entry to NEW Academy. Information obtained through video monitoring will be used exclusively for security, disciplinary, policy enforcement, and law enforcement purposes. Access to video monitoring footage is limited only to NEW Academy's staff as authorized by the principal or public safety officers. Video monitoring will be conducted in a professional, ethical, and legal manner.

Drug and Alcohol Free Workplace

NEW Academy has a responsibility to all employees to provide a safe work place. Therefore, the following are expressly prohibited during working hours; while on NEW

Academy business; and/or on NEW Academy premises:

- Use of illegal drugs or alcohol;
- Sale, purchase, transfer, use or possession of illegal drugs or drugs obtained illegally;
- Any employee under the influence of illegal drugs or alcohol.

NEW Academy asserts its legal right and prerogative to test certain employees for substance abuse. These employees may be asked to submit to a medical examination and/or urine testing for the purpose of determining the presence of illegal drugs or alcohol under the following circumstances:

- The employee is involved in an accident on NEW Academy property that results in injury to the employee, other employees, residents, clients, or visitors.
- The employee is involved in any accident while driving on NEW Academy business that result in injury to the employee or another person or damage to NEW Academy property or property of another.
- The employee's supervisor or manager reasonably suspects that the employee is under the influence of alcohol or illegal drugs based on the employee's work performance.
- Employees must agree to medical examinations and testing when requested by NEW Academy. Refusal to submit to such medical examinations and tests constitutes a violation of NEW Academy policy and is grounds for disciplinary action, up to and including termination of employment.
- Violation of any part of the Alcohol and Drug Use policy also will result in disciplinary action, up to and including termination of employment.

Driver Safety

Employees in positions where the operation of a motor vehicle is an essential duty of that position must present and maintain a valid driver's license and acceptable driving record. Changes in your driving record must be reported to the Principal immediately.

It is your responsibility to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. NEW Academy will reimburse you for eligible miles driven for business purposes using your personal vehicle in accordance with IRS regulations and applicable reimbursement rates. To the extent that you drive motor vehicles in connection with performing your job responsibilities, you must exercise all caution necessary to avoid injury to yourself, to others and to property. You must obey all traffic and other driving regulations, including regulations regarding the use of hand-held cell phone devices and personal digital assistants (PDAs), and must minimize the opportunity to be distracted while driving. To the extent that it is necessary to make or receive cell phone calls when driving, you should always be using a hands-free device. Operating PDAs, text messaging or engaging in other similar conduct while operating a vehicle on NEW

Academy business is strictly prohibited.

Employees who are required to drive an NEW Academy vehicle or their own vehicle on NEW Academy business will be required to show proof of a current valid driver's license and current effective insurance coverage.

Employees who are required to drive on NEW Academy business at any time are expected to consistently follow all the procedures below.

- All employees are required to wear seat belts at all times while in a moving vehicle being used for NEW Academy business, whether they are the driver or a passenger.
- Engaging in other distracting activities including, but not limited to, eating, putting on makeup, reading or changing radio stations or music, is also forbidden while driving, even when in slow-moving traffic.
- Use of alcohol, drugs or other substances, including certain over-the-counter cold or allergy medications that in any way impair driving ability, is prohibited.
- All employees are expected to follow all driving laws and safety rules such as adherence to posted speed limits and directional signs, use of turn signals and avoidance of confrontational or offensive behavior while driving.
- Employees should never allow anyone to ride in any part of the vehicle not specifically intended for passenger use and/or any seat that does not include a working seat belt.
- Employees must promptly report any accidents to local law enforcement as well as to NEW Academy in accordance with established procedures.
- Employees must report any moving or parking violations received while driving on NEW Academy business and/or in NEW Academy vehicles.

Any employee operating a NEW Academy vehicle must immediately report any accident(s), fine(s) and/or violations incurred and provide any and all paperwork associated with the incident(s) to the Principal.

Failure to adhere to these procedures may result in disciplinary action, up to and including termination.

ACKNOWLEDGMENT OF RECEIPT

I have received my copy of NEW Academy's Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself and comply with the policies outlined in the Handbook. If I have any questions about any sections of the Handbook, I understand that I am expected and encouraged to seek clarification from my supervisor or the Principal.

I have entered into my employment relationship with NEW Academy voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or NEW Academy can terminate the relationship at will, with or without cause, at any time, so long as there is not a violation of applicable federal or state law.

I understand and agree that, other than the Principal of NEW Academy or designated representative of NEW Academy, no manager, supervisor, or representative of NEW Academy has any authority to enter into any agreement for employment other than at-will; only the Principal of NEW Academy has the authority to make any such agreement and then only in writing signed by the Principal of NEW Academy.

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with NEW Academy. By distributing this handbook, NEW Academy expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

I understand that except the policy establishing my employment as "at-will," any and all policies and practices may be changed at any time by NEW Academy, and NEW Academy reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at NEW Academy is employment at-will, which may be terminated at the will of either NEW Academy or me. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by NEW Academy or me.

This Acknowledgment of Receipt constitutes the entire agreement between me and NEW Academy regarding the duration of my employment.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENT AND AGREE TO READ THE EMPLOYEE HANDBOOK.

Employee Name (Please Print)

Date

Employee Signature

ACKNOWLEDGMENT OF RECEIPT – TEACHERS ONLY

I have received my copy of NEW Academy’s Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself and comply with the policies outlined in the Handbook. If I have any questions about any sections of the Handbook, I understand that I am expected and encouraged to seek clarification from my supervisor or the Principal.

I understand and agree that, other than the Principal of NEW Academy or designated representative of NEW Academy, no manager, supervisor, or representative of NEW Academy has any authority to enter into any agreement for employment other than at-will; only the Principal of NEW Academy has the authority to make any such agreement and then only in writing signed by the Principal of NEW Academy.

I understand that any and all policies and practices may be changed at any time by NEW Academy, and NEW Academy reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

I acknowledge that this handbook is neither a contract of employment nor a legal document.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENT AND AGREE TO READ THE EMPLOYEE HANDBOOK.

Employee Name (Please Print)

Date

Employee Signature