



Long Valley Charter School

A Non-Profit Public Benefit Corporation

REGULAR BOARD MEETING

Wednesday, August 20, 2025 at 5:30 PM

**At Long Valley School
436-965 Susan Drive, Doyle, CA 96109**

Teleconference Participation Available via Zoom

<https://us02web.zoom.us/j/81325952754?pwd=89Bu35VlHJlZttcBi1ZAJPgC1lrImk.1>

Teleconference Participation from:

257 E. Sierra St. Suite C Street, Portola, CA. 96122 and
995 Paiute Lane, Susanville, CA. 96130

Agenda

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Sherri Morgan, Executive Director/ Superintendent at 530-257-2395 at least 48 hours before the meeting, if possible.

I. Call to order and roll call Time: PM
Shaun Giese ☐ Wilma Kominek ☐ Stacy Kirklin ☐ Jason Ingram ☐ Allegra Isbell ☐

II. Pledge of Allegiance

III. Approval of the agenda

IV. Consent Agenda

Board Items under the consent agenda are routine and will be enacted by one motion unless any member of the Board or public requests that an item be removed for separate consideration and placed in the regular order of business following approval of the consent agenda.

A. Board Minutes

Regular Meeting 6/18/25

Special Meeting 6/18/25

B. Bills and Warrants

Date 6/1/25-7/31/25

C. Updated Curriculum List

D. Accept a \$500 donation from T3TR Logistics

E. Adjust Adult Meal Prices

V. Public Comments

Members of the public may address the Board on agenda or non-agenda items at regular meetings; at special meetings, the public is limited to discussion of items on the agenda. At regular meetings, non-agenda items will be heard during the "Public Comment" section. Specific discussion on items on the agenda will be heard immediately after the board chair announces the item. We ask that comments are limited to three (3) minutes each unless the Chairperson of the Board grants a longer or shorter period of time depending upon the number of speakers and the size of the agenda. We would appreciate it if you would identify yourself with your name when addressing the Board.

VI. Reports

- A. Board Members
- B. Executive Director
- C. Finance Report: No report in August

VII. Information Items

- A. E-Rate Funding Commitment (TPC)
- B. E-Rate Funding Commitment (Long Valley School)
- C. Quarterly Vehicle Report

VIII. Action Items

- A. Discussion and possible action regarding approval of Lassen County Office of Education 2025-26 Master Agreement for Long Valley and Thompson Peak Charter.
- B. Discussion and possible action regarding approval of roof for Thompson Peak Charter.
- C. Discussion and possible action regarding approval of updating position control including: PT paraeducator to FT paraeducator/ bus driver and 0.6 FTE to 0.8 FTE for the Doyle Wellness Coach.
- D. Discussion and possible action regarding approval of updated Special Program Administrator's job description.
- E. Discussion and possible action regarding approval of agreement for Thrive for the development of an Instructional Action Plan and Ongoing Leadership Coaching.
- F. Discussion and possible action regarding approval of adding painted games to the Doyle TK-2 playground.
- G. Discussion and possible action regarding approval of removing Adult Education Policy 3009.
- H. Discussion and possible action regarding approval of updated Bus Conduct and Safety Policy 5004.
- I. Discussion and possible action regarding approval of the 2025-26 Employee Handbook.
- J. Discussion and possible action regarding approval of the 2025-26 Student Handbooks: Long Valley Site Based, Long Valley Independent Study and Thompson Peak Charter Independent Study.
- K. Discussion and possible action regarding approval of Declaration of Need for Fully Qualified Educators for Long Valley and Thompson Peak Charter.
- L. Discussion and possible action regarding approval of air conditioning for Long Valley (Doyle campus).
- M. Discussion and possible action regarding approval of air conditioning for Thompson Peak Charter.

IX. Future Items: Resolution #2025-26-01; Resolution Authorizing Request for Exemption from the STRS Postretirement 180-Day Waiting Period; Suspension/Expulsion Policy Update; Cell Phone Policy; Artificial Intelligence Policy

X. Adjournment: Meeting adjourned at PM. The next regular meeting will be held on Wednesday, September 17, 2025.

Zoom Details

Dial In: 669 900 6833

Meeting ID: 813 2595 2754

Passcode: JN3tnz or aA9Mu3Ea

REGULAR BOARD MEETING

Wednesday, June 18, 2025 at 5:30 PM

At Long Valley School
436-965 Susan Drive, Doyle, CA 96109

Minutes

- I. Call to order and roll call** Time: 5:33PM
Shaun Giese ☒ Wilma Kominek ☒ Stacy Kirklin ☒ Jason Ingram ☒ Allegra Isbell ☐
- II. Pledge of Allegiance**
- III. Approval of the agenda**
MSCU (Giese, Kominek)
- IV. Consent Agenda**
A. Board Minutes
Regular Meeting 5/21/25
B. Bills and Warrants
Date 5/1/25-5/31/25
C. 2025-26 Board Meeting Dates
D. Updated Curriculum Adoption List
E. Updated Bell Schedule & School Hours for Doyle Campus
- MSCU (Giese, Kominek)
Amended Updated Bell Schedule & School Hours for Doyle Campus to include TK dismissal at 12:30PM.
MSCU (Kominek, Kirklin)
- V. Public Comments**
- VI. Reports**
A. Board Members:
B. Executive Director:
C. Finance Report:
D. Program Reports: – submitted in writing: Campus Locations, Counseling, Adult Education, Curriculum & Instruction, and Safety
- VII. Information Items**
A. Correspondence from California Water Boards
B. Correspondence from State Controller's Office
C. Report by Ad Hoc Committee on Position Control
- VIII. Public Hearing**
A. Consideration to Open Public Hearing regarding the Local Control Accountability Plan (LCAP) for Long Valley School and Thompson Peak Charter School.
MSCU (Giese, Kominek)
B. Discussion
C. Closing of Public Hearing

MSCU (Kominek, Giese)

Superintendent Morgan presented the Local Control Accountability Plan and Local Indicators to the Governing Board.

IX. Action Items

- A. Discussion and possible action regarding approval of Local Control Accountability Plan (LCAP) for Long Valley and Thompson Peak Charter

MSCU (Giese, Kominek)

- B. Discussion and possible action regarding approval of 2025-26 Budget for Long Valley and Thompson Peak Charter.

MSCU (Kominek, Kirklin)

- C. Discussion and possible action regarding approval of updated position control.

MSCU (Giese, Kominek)

- D. Discussion and possible action regarding approval of adjusting contracted administrator severance package amount.

MSCU (Giese, Kominek)

- E. Discussion and possible action regarding approval of staff summer hours agreements with an additional 70 hours for Thompson Peak Charter.

MSCU (Giese, Kominek)

- F. Discussion and possible action regarding approval of new flooring in kitchen, hallway and cafeteria in Doyle.

MSCU (Giese, Kominek)

- G. Discussion and possible action regarding approval of agreement with TalkPath for mental health counseling and support.

MSCU (Giese, Kirklin)

- H. Discussion and possible action regarding approval of repainting exterior of Doyle campus.

MSCU (Giese, Kominek)

- I. Discussion and possible action regarding approval of Proposition 28 Arts & Music Grant Report.

MSCU (Kominek, Giese)

- J. Discussion and possible action regarding approval of 2025-26 Memorandum of Understanding with Tehama County Office of Education for Career Technology Education Credentialing.

MSCU (Giese, Kominek)

- K. Discussion and possible action regarding approval of renewal of School Pathways (student information system) Agreements for 2025-26.

MSCU (Giese, Kominek)

- L. Discussion and possible action regarding approval of Memorandum of Understanding with UMASS Global for Supervision of Interns.

MSCU (Giese, Kominek)

- M. Discussion and possible action regarding approval of 2025-26 CSM Agreement for e-rate services.

MSCU (Kominek, Giese)

- N. Discussion and possible action regarding approval of Resolution 2024-25-01 for Commitment of Reserve Funds.

MSCU (Kominek, Ingram)

- O. Discussion and possible action regarding approval of CharterSafe Liability & Worker's Compensation Insurance Renewal Proposal for 2025-26.

MSCU (Giese, Kominek)

- P. Discussion and possible action regarding approval of new flooring tile to replace existing tiles in classrooms in Doyle.

MSCU (Giese, Kominek)

X. Closed Session

Time: 6:37PM

A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Report Out:

Session concluded at 6:48PM

XI. Future Items: Suspension/Expulsion Policy update, purchase and installation of green houses

XII. Adjournment: Meeting adjourned at 6:49PM. The next regular meeting will be held on Wednesday, August 20, 2025.

SPECIAL BOARD MEETING

Wednesday, June 18, 2025

Immediately following the Regular School Board meeting which starts at 5:30PM.

**At Long Valley School
436-965 Susan Drive, Doyle, CA 96109**

Minutes

I. Call to order and roll call

Time: 6:49PM

Shaun Giese ☒ Wilma Kominek ☒ Stacy Kirklin ☒ Jason Ingram ☒ Allegra Isbell ☐

II. Approval of agenda

MSCU (Giese, Kominek)

III. Action Items

A. Discussion and possible action regarding approval of Education Protection Account Expenditures.

MSCU (Giese, Kominek)

IV. Adjournment: Meeting adjourned at 6:51PM.

**LONG VALLEY CHARTER SCHOOL
BOARD RECOMMENDATION FORM**

AGENDA ITEM: Adjust Adult Meal Prices

SUMMARY:

In order to be USDA compliant, adult meal prices need to be increased. Breakfast will increase from \$3.75 to \$4.40 and lunch will increase from \$5.60 to \$6.20.

DIRECTOR'S RECOMMENDATION:

☒ Approve as Presented ☐ Disapprove

This action item concerns:

- ☒ Long Valley School
- ☒ Thompson Peak Charter

Funding Commitment Decision Letter

Funding Year 2025

Contact Information:

Frank Biehl
Thompson Peak Charter School
995 Paiute Lane
Susanville , CA 96130
fbiehl@cscentral.com

FCC Form 471: 251018737**BEN:** 17015960**Wave:** 10**Application Nickname:** ThompsonPeakCS471FY2
025-C2

Totals

Total Committed	\$14,487.20
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What is in this letter?

Thank you for submitting your application for Funding Year 2025 Schools and Libraries Program (E-rate) funding. Attached to this letter, you will find the funding statuses for the FCC Form(s) 471, Services Ordered and Certification Form, that you submitted and referenced above.

The Universal Service Administrative Company (USAC) is sending this information to both the associated applicant(s) and the service provider(s) so that you can work together to complete the funding process.

Next Steps

1. Work with your service provider(s) to determine if your bills will be discounted or if you will request reimbursement from USAC after paying the full cost for the services you receive.
2. Review the [Children's Internet Protection Act \(CIPA\)](#) requirements and file the [FCC Form 486](#) (Service Confirmation and CIPA Certification Form). **The deadline to submit this form is 120 days from the date of this letter or from the service start date (whichever is later).**
3. Invoice USAC

- **If you (the applicant) are invoicing USAC:** You must pay your service provider(s) the full cost for the services you receive and file the [FCC Form 472](#), the Billed Entity Applicant Reimbursement (BEAR) Form, to invoice USAC for reimbursement of the discounted amount.
- **If your service provider(s) is invoicing USAC:** The service provider(s) must provide services, bill the applicant for the non-discounted share, and file the [FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice USAC for reimbursement for the discounted portion of costs. Every funding year, service providers must file an [FCC Form 473](#), the Service Provider Annual Certification Form, to be able to submit invoices and to receive disbursements.
- **To receive an invoice deadline extension, the applicant or service provider must request an extension on or before the last date to invoice. If you anticipate, for any reason, that invoices cannot be filed on time, USAC will grant a one-time, 120-day invoice deadline extension if timely requested.**

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 60 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request.

Note: The Federal Communications Commission (FCC) will not accept appeals of USAC decisions that have not first been appealed to USAC. However, if you are seeking a waiver of E-rate program rules, you must submit your request to the FCC and not to USAC. USAC is not able to waive the E-rate program rules.

- **To submit your appeal to USAC,** visit the Appeals section in the [E-rate Productivity Center \(EPC\)](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit USAC's [website](#) for additional information on submitting an appeal to USAC, including step-by-step instructions.
- **To request a waiver of the FCC's rules,** please submit it to the FCC in proceeding number CC Docket No. 02-6 using the [Electronic Comment Filing System](#) (ECFS). Include your contact information, a statement that your filing is a waiver request, identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For appeals to USAC or to the FCC, be sure to keep a copy of your entire appeal, including any correspondence and documentation, and provide a copy to the affected service provider(s).

Obligation to Pay Non-Discount Portion

Applicants are required to pay the non-discount portion of the cost of the eligible products and/or services to their service providers. Service providers are required to bill applicants for the non-discount portion of costs for the eligible products and/or services. The FCC stated that requiring applicants to pay the non-discounted share of costs ensures efficiency and accountability in the program. If using the BEAR invoicing method, the applicant must pay the service provider in full (the non-discount plus discount portion) **before** seeking reimbursement from USAC. If using the SPI invoicing method, the service provider must first bill the applicant **before** invoicing USAC.

Notice on Rules and Funds Availability

The applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program and the FCC's rules. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake to assure that committed funds are being used in accordance with such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction of USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

Funding Commitment Decision Overview

Funding Year 2025

Application Comments for FCC Form 471: #251018737

FRN(s) modified in accordance with a RAL request.

Funding Commitment Decision Overview

Funding Request Number (FRN)	Service Provider Name	Amount Requested	Amount Committed	Status
2599022679	GovConnection, Inc.	\$15,840.87	\$14,487.20	Funded

FRN 2599022679	Service Type Internal Connections	Status Funded
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Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$18,109.00
Total Pre-discount Charges		\$18,109.00	
Discount Rate		80.00%	
Committed Amount		\$14,487.20	

Dates	
Service Start Date	7/1/2025
Contract Expiration Date	9/30/2026
Contract Award Date	1/16/2025
Service Delivery Deadline	9/30/2026
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	GovConnection, Inc.
SPIN (498ID)	143026005
Contract Number	2025 Thompson Peak CS -C2-IC-GovConnections- 9.30.2026
Account Number	
Establishing FCC Form 470	250003955

Consultant Information	
Consultant Name	
Consultant's Employer	CSM Consulting Inc.
CRN	16043564

Funding Commitment Decision Comments

MR1: The funding request amount was reduced from \$19,801.09 to \$18,109.00 to remove the amount that exceeded the Category Two budget set for BEN 17015960 - Thompson Peak Charter School . <><><><><> MR2: FRN modified in accordance with a RAL request.

Funding Commitment Decision Letter

Funding Year 2025

Contact Information:

Frank Biehl
LONG VALLEY SCHOOL
436 965 SUSAN DRIVE
DOYLE, CA 96109
fbiehl@csmcentral.com

FCC Form 471: 251029933**BEN:** 17016011**Wave:** 10**Application Nickname:** LongValleySD471FY2025C
1

Totals

Total Committed	\$55,641.82
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Funding Commitment Decision Overview

Funding Year 2025

Application Comments for FCC Form 471: #251029933

The applicant did not submit any RAL corrections.

Funding Commitment Decision Overview

Funding Request Number (FRN)	Service Provider Name	Amount Requested	Amount Committed	Status
2599041355	Lassen County Office of Education	\$4,000.00	\$4,000.00	Funded
2599041361	Lassen County Office of Education	\$4,000.00	\$4,000.00	Funded
2599041371	Plumas Sierra Telecommunications	\$29,152.99	\$29,152.99	Funded
2599041374	Plumas Sierra Telecommunications	\$18,488.83	\$18,488.83	Funded

BEN Name: LONG VALLEY SCHOOL
BEN: 17016011

FCC Form 471: 251029933
Wave: 10

FRN 2599041355	Service Type Data Transmission and/or Internet Access	Status Funded
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Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$5,000.00
Total Pre-discount Charges		\$5,000.00	
Discount Rate		80.00%	
Committed Amount		\$4,000.00	

Dates	
Service Start Date	7/1/2025
Contract Expiration Date	6/30/2026
Contract Award Date	2/11/2021
Service Delivery Deadline	9/30/2026
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	Lassen County Office of Education
SPIN (498ID)	143031170
Contract Number	2021 LongValleySD-Doy le-LassenCOE ISP 6.30. 2026
Account Number	
Establishing FCC Form 470	210003201

Consultant Information	
Consultant Name	
Consultant's Employer	CSM Consulting Inc.
CRN	16043564

Funding Commitment Decision Comments

MR1: Approved as submitted.

FRN 2599041361	Service Type Data Transmission and/or Internet Access	Status Funded
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Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$5,000.00
Total Pre-discount Charges		\$5,000.00	
Discount Rate		80.00%	
Committed Amount		\$4,000.00	

Dates	
Service Start Date	7/1/2025
Contract Expiration Date	6/30/2026
Contract Award Date	2/11/2021
Service Delivery Deadline	9/30/2026
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	Lassen County Office of Education
SPIN (498ID)	143031170
Contract Number	2021 LongValleySD-Portola-Lassen COE-ISP 6.3 0.2026
Account Number	
Establishing FCC Form 470	210003202

Consultant Information	
Consultant Name	
Consultant's Employer	CSM Consulting Inc.
CRN	16043564

Funding Commitment Decision Comments

MR1: Approved as submitted.

BEN Name: LONG VALLEY SCHOOL
BEN: 17016011

FCC Form 471: 251029933
Wave: 10

FRN 2599041371	Service Type Data Transmission and/or Internet Access	Status Funded
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Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$36,441.24	Total Eligible One Time Charges	\$0.00
Total Pre-discount Charges		\$36,441.24	
Discount Rate		80.00%	
Committed Amount		\$29,152.99	

Dates	
Service Start Date	7/1/2025
Contract Expiration Date	6/30/2026
Contract Award Date	2/11/2021
Service Delivery Deadline	6/30/2026
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	Plumas Sierra Telecommunications
SPIN (498ID)	143036678
Contract Number	2021 LongValleySD-Doy le-PlumasS-DTS-6.26.20 26
Account Number	
Establishing FCC Form 470	210003200

Consultant Information	
Consultant Name	
Consultant's Employer	CSM Consulting Inc.
CRN	16043564

Funding Commitment Decision Comments

MR1: Approved as submitted.

BEN Name: LONG VALLEY SCHOOL
BEN: 17016011

FCC Form 471: 251029933
Wave: 10

FRN 2599041374	Service Type Data Transmission and/or Internet Access	Status Funded
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Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$23,111.04	Total Eligible One Time Charges	\$0.00
Total Pre-discount Charges		\$23,111.04	
Discount Rate		80.00%	
Committed Amount		\$18,488.83	

Dates	
Service Start Date	7/1/2025
Contract Expiration Date	6/30/2026
Contract Award Date	2/11/2021
Service Delivery Deadline	6/30/2026
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	Plumas Sierra Telecommunications
SPIN (498ID)	143036678
Contract Number	2021 LongValleySD-Port ola-PlumasS DTS-6.26.2 026
Account Number	
Establishing FCC Form 470	210003202

Consultant Information	
Consultant Name	
Consultant's Employer	CSM Consulting Inc.
CRN	16043564

Funding Commitment Decision Comments

MR1: Approved as submitted.



**From Promise to Practice:
Advancing Instructional Excellence and Student
Outcomes at Long Valley
2025-2027**

Introduction

Dear Sherri,

Thank you for the opportunity to partner with you and the Long Valley team in this next phase of your journey. Your commitment to strengthening instruction, elevating student outcomes, and supporting your educators is both clear and inspiring.

Over the past two years, we've had the privilege of learning more about your goals, your challenges, and the important work already underway. What's been most evident is a shared desire for clarity, for alignment, and for a school experience where every student is seen, challenged, and supported.

The attached proposal outlines a two-year partnership designed to help bring that vision to life. Together, we will co-develop and implement an Instructional Action Plan that integrates rigorous, engaging instruction with a strong, student-centered culture. Our work will deepen MTSS practices, elevate teacher and student voice, and connect everything to a clearly articulated Portrait of a Learner that reflects who your students are becoming.

This work is about more than plans or tools—it's about coherence, momentum, and building the internal capacity to sustain meaningful change.

In the proposal, you will find an overview of:

1. Thrive's background and experience—the competencies we hold that position us to effectively support your organization, including examples of accolades we have received and previous, relevant work.
2. The team members who may support you and their qualifications. Thrive is made up of some fantastic individuals—they are empathetic, highly engaged, and deeply action-oriented.
3. Our proposed approach and methodology.
4. A proposed work plan and timeline. Please note that this is based on our initial understanding of your needs and can be adjusted as needed.
5. Our cost of services.
6. Several past successes with similar projects and client testimonials to help you feel confident in your decision to work with us.

Please do not hesitate to reach out if you have any questions. It is our intention to adjust this proposal in any way that would better meet your needs. We are looking forward to working together again!

With Appreciation,

Shelli Kurth & Nicole Assisi

Co-Founders

Thrive

Our Background and Experience

Thrive is an educational nonprofit that firmly believes in the potential of people and communities. We envision a future where empowered leaders champion success for all. We bring this vision to life by giving leaders what they need to effectively do the big work they dream of doing. We simplify today's educational landscape for leaders by providing structured tools, system coherence, and sustainable models. By replacing overwhelm and confusion with clarity and unwavering support, we cultivate high-impact environments that are cherished by communities.

Similar Projects

CA Montessori Project (CMP)

Thrive supported CMP to bring their vision for student success to life through a strong Tier 1 foundation. Together, we co-developed Core Commitments and a Portrait of a Learner that define what every student should experience in every classroom. Through leadership coaching and implementation support, we help build coherence across schools, ensuring that MTSS is not just a framework—but a daily reality that empowers every learner.



Gateway Community Charter Schools

Thrive partnered with Gateway Community Charters to bring their strategic plan and Portrait of a Graduate to life through a multi-year instructional action plan. Our work focuses on building system-wide coherence, aligning site-level practices to organizational priorities, and strengthening instructional quality.



Oroville Union High School District

Thrive partnered with Oroville High School on a high school redesign, grounded in the co-creation of a Portrait of a Graduate with input from over 1,200 stakeholders. We supported the implementation of this vision through leadership coaching and organizational planning, helping align instruction and systems to ensure students graduate with the skills and knowledge needed to thrive in a rapidly changing world.



Other Clients and Partners:



Our Team

Capacity and Experience

Experience: Our California-based team has been serving and leading schools for decades. We are a multilingual and multicultural group that understands the landscape of leading nonprofits and has proven track records of success. Our experience working with schools facing similar challenges—such as disengagement, inconsistent instructional quality, and the need for system-wide coherence—equips us to support Long Valley in this critical moment.

Proposed Project Team



Dr. Nicole Assisi, Chief Executive Officer

Dr. Nicole Assisi is the CEO of Thrive. Nicole Assisi is a multicultural and multilingual leader whose decades in education reflect an immense depth and breadth of experience: teacher, professor, principal and superintendent. In K-12 her work earned a senate commendation for building innovative, transformational schools and was featured in multiple publications. At the adult learner level, Dr. Assisi has worked at the University of Cambridge, University of California Los Angeles, California State University in Dominguez Hills and the University of San Diego. In addition to a multitude of teaching and leadership credentials, Nicole holds a doctorate in educational leadership from the University of Southern California and two master's degrees from the University of San Diego and Point Loma Nazarene University. She is also a Professional Certified Behavioral Analyst and holds an International Coaching Federation coaching certificate. [LinkedIn](#)



Shelli Kurth, Chief Innovation Officer

Shelli has deep leadership expertise and brings a broad range of experience as a nonprofit founder, grassroots organizer, school leader, and coach. Shelli's passion for the people she serves has made her a sought-after coach, trainer, and consultant. Shelli has a talent for building strong relationships and fostering collaboration among diverse teams. She is also a national speaker and writer. As a consultant, Shelli brings intuition and joy to her work and is skilled at working through thorny relationships, creating consensus, and moving teams toward greater collaborative outcomes. [LinkedIn](#)



Courtney Ochi, Senior Director

Courtney is an experienced educator and leader who has served as a teacher, Dean of Students, and Principal. With a commitment to equity and student success, she has led K-12 teams, launched innovative programs, and redesigned systems for coherence. Courtney is a doctoral student in Education for Social Justice at the University of San Diego and a former fellow of RISE San Diego's Urban Leadership and Principal Preparation programs, now mentoring new fellows. She is also a member of USD's Nonprofit Institute Horizon Scholars Program and serves on the board of Greater Than Tech. [LinkedIn](#).

Scope of Work

Project Objective

Over the next two years, Thrive will partner with Long Valley to develop and implement a focused Instructional Action Plan that strengthens teaching practices, deepens MTSS alignment, and brings the school’s vision for students to life across classrooms and campus culture, leading to improved outcomes for all students.

Length of Engagement

August 2025-June 2027

Deliverables:

- **Instructional Action Plan**- A comprehensive, co-created plan that includes clear instructional priorities and aligned strategies
- **Portrait of a Learner**- A vision for students that guides our instructional action plan
- **Implementation Tools**- Custom resources to strengthen instruction aligned to the Portrait of a Learner and Instructional Action Plan
- **Leadership Coaching and Support**- Ongoing coaching for site leaders and key staff to support implementation, monitoring, and culture-building aligned to the action plan.

Work at a Glance:

	Year 1 Defining Priorities and Building Coherence	Year 2 Sustaining Momentum and Deepening Impact
Timeline	August 2025 – July 2026	August 2026-June 2027
Objective	Develop and implement an Instructional Action Plan rooted in Long Valley’s vision for students—establishing clarity, alignment, and shared direction for improving instruction and strengthening school culture while building capacity in leaders and teachers.	Strengthen implementation of the Instructional Action Plan across classrooms, ensuring alignment with Long Valley’s vision for students. Build internal capacity among leaders and teachers to sustain high-quality instructional practices and a consistent student experience grounded in the Portrait of a Learner.
Deliverable	Success Audit Instructional Action Plan Portrait of a Learner Leadership Coaching and Support Implementation Tools	Leadership Coaching and Support Implementation Tools

Work Plan

Year 1: Defining Priorities and Building Coherence

Objective:

Develop and implement an Instructional Action Plan rooted in Long Valley's vision for students—establishing clarity, alignment, and shared direction for improving instruction and strengthening school culture while building capacity in leaders and teachers.

Methods:

- Develop a **work plan** and **schedule**, including key **driving questions** to guide the process.
- Establish **collaborative tools and processes** to support efficient project management, document sharing, and seamless communication.
- Facilitate a **School Success Audit** to assess strengths, gaps, and opportunities.
- Lead **focus groups** with students, teachers, leaders, and other key stakeholders to gather diverse perspectives.
- **Observe classroom instruction** and **collect data** on the current context.
- **Review existing strategic plans and materials** to ensure alignment with current priorities.
- Facilitate up to **two on-site visits**, including classroom walk-throughs, professional learning sessions, and leadership coaching.
- Co-develop an **Instructional Action Plan** outlining goals, strategies, and aligned supports for both teaching and culture.
- Co-create a **Portrait of a Learner** that captures the school's vision for student success and serves as the North Star for the action plan.
- Collaboratively **define "Gold Star Instructional Practices"** aligned with the Portrait of a Learner, MTSS Tier 1, and the Instructional Action Plan.
- **Co-design professional development** with site leaders, ensuring alignment with instructional priorities.
- Provide **twice-monthly strategy meetings** with the incoming CEO and principal.
- Hold **weekly check-ins** with the incoming CEO (beginning January 2026).
- Offer **quarterly strategic touchpoints** with the current CEO to maintain continuity.

Year 1 Deliverables:

1. Success Audit
2. Instructional Action Plan
3. Portrait of a Learner
4. Targeted PD tools and resources
5. Leadership Coaching and Support
6. Implementation Tools

Work Plan

Year 2:

Objective:

Strengthen implementation of the Instructional Action Plan across classrooms, ensuring alignment with Long Valley's vision for students. Build internal capacity among leaders and teachers to sustain high-quality instructional practices and a consistent student experience grounded in the Portrait of a Learner.

Methods:

- Continue **monthly leadership coaching to support** schoolwide implementation of the Instructional Action Plan.
- Facilitate two additional **on-site visits** focused on modeling, observation, collaborative reflection, and embedded professional learning.
- Continue collaborative work on **defining "Gold Star Instructional Practices"** aligned with the Portrait of a Learner, MTSS Tier 1, and the Instructional Action Plan.
- Create and refine **implementation tools** developed in Year 1 (ex., walkthrough tools, planning templates, PD plans).
- Co-create **targeted professional development** aligned to identified needs and growth areas from Year 1 observations and data.
- Continue supporting the **integration of the Portrait of a Learner** into instructional practices, student goal setting, and classroom culture.
- Support leaders in **preparing for long-term sustainability** through documentation and leadership development.
- Maintain **monthly strategy sessions** with the CEO and site leadership team to ensure continued alignment and momentum.

Year 2 Deliverables:

1. Leader Coaching and Support
2. Implementation Tools
3. Updated Success Audit with progress
4. Targeted PD tools and resources
5. Sustainability and handoff plan to support continued implementation beyond the partnership

Budget and Cost Breakdown

Description	Cost
<p>Year 1: Objective: Develop and implement an Instructional Action Plan rooted in Long Valley’s vision for students—establishing clarity, alignment, and shared direction for improving instruction and strengthening school culture while building capacity in leaders and teachers.</p> <p>Year 1 Deliverables:</p> <p>Success Audit, Instructional Action Plan, Portrait of a Learner, Targeted PD Tools and Resources, Leadership Coaching and Support, Implementation Tools</p>	77,250
<p>Year 2 Objective: Strengthen implementation of the Instructional Action Plan across classrooms, ensuring alignment with Long Valley’s vision for students. Build internal capacity among leaders and teachers to sustain high-quality instructional practices and a consistent student experience grounded in the Portrait of a Learner.</p> <p>Year 2 Deliverables:</p> <p>Leader Coaching and Support, Implementation Tools, Updated Success Audit with progress , Targeted PD Tools and Resources, Sustainability and handoff plan to support continued implementation beyond the partnership</p> <p><i>**We’re happy to provide additional support as needed. Any extra site visits or PD sessions outside of the agreed-upon scope will be scheduled in collaboration with Long Valley and invoiced accordingly at our standard rates.</i></p>	46,000



***We are looking forward to
supporting your next project!***



Nicole Assisi, Ed.D.

Founder & Chief Executive Officer

n.assisi@thrivesd.org

+1 (310) 883-3667









Long Valley Charter School

Imagine-Achieve-Inspire

Bus Conduct, Transportation Safety, and Child Safety Alert System

Approved by: Board of Directors

Date: Revised 8/13/20

Number: 5004

Procedures:

Riding the bus is a privilege. Students are under the care and control of the school going to and coming from school. Students are expected to follow the rules of conduct that permit all students to be transported in a safe, respectful manner. When students conduct themselves in a manner that does not permit the safe, respectful transportation of all students, a school bus discipline report or “citation” shall be issued by the bus driver. The Transportation Safety Plan delineates detailed procedures and safety protocols.

Citations may be issued for not following the rules and/or regulations contained within the Transportation Safety Plan. These include:

- Horseplay is not permitted at the bus stop. Respect other people’s property; don’t run or play in people’s yards, climb on their trees, fences, or walls.
- Stay on the designated area at the bus stop. Wait completely off the road for the bus.
- Students are to follow the instructions of the driver; no insolence or disrespect will be tolerated and may be subject to suspension of riding privileges.
- Do not use profane language, obscene gestures, or create distractions that may affect the driver’s ability to operate the bus safely.
- Help keep the bus free of litter by not eating or drinking on the bus unless authorized by the driver.
- Do not throw anything out of the bus windows.
- Remain seated, facing forward with legs, feet and other objects clear of the aisle while the bus is in motion. Keep body parts and objects inside the bus at all times.
- There is no fighting or physical contact allowed.
- Be respectful of others and their property.
- No excessive or unnecessary noise.
- Remain quiet at railroad crossings.
- No tampering with the controls, emergency exits or other equipment on the bus.
- No pets, rodents, bugs, or animals of any kind may be on the bus.
Hazardous or destructive objects of any kind (i.e. firearms, weapons, glass objects or containers, explosives, sharp or pointed objects, lighters or matches) are prohibited.
Possession of these objects may be cause for suspension of riding priveleges.

Bus Citation Consequences

In order to ensure the safety and well-being of all students, appropriate behavior is expected while riding the school bus. Failure to follow bus rules may result in a citation. Parents/guardians will be notified with each citation issued.

Progressive Consequences for Citations:

- **First Citation** – Student will be assigned a designated seat for 5 school days.
- **Second Citation** – Student will be assigned a designated seat for 30 school days and a meeting will be scheduled with the parent/guardian.
- **Third Citation** – Student will be suspended from riding privileges for 5 school days.
- **Fourth Citation** – Student will be suspended from riding privileges for 10 school days.
- **Fifth Citation** – Student will lose riding privileges for the remainder of the school year.

If a student participates in behaviors that could result in suspension or expulsion as enumerated in Education Code 48900 (a-r), the bus driver shall return the student to the Charter School for consideration of disciplinary action.

Mandatory Child Safety Alert System

The purpose of this policy is to ensure student safety and specifically to ensure that all students exit the bus when transportation needs come to an end.

Beginning with the 2018-19 school year, all school buses are to be equipped with a child safety alert system or meet the requirements specified below if not equipped with a child safety alert system.

If a school bus is equipped with a child safety alert system, upon movement of the vehicle, the child safety alert system shall be automatically activated. The system shall be mounted to the rearmost portion of the interior of the vehicle and will require manual activation to turn it off.

A school bus is not required to have a child safety alert system if all of the following apply:

- The bus is not used exclusively to transport pupils;
- The pupils are accompanied by at least one adult chaperone selected by a school official;
- If the adult chaperone is not an employee, the chaperone shall meet the requirements for a school volunteer as established by school policy;
- The adult chaperone has a list of every pupil and adult chaperone, including a school employee who is on the bus at the time of departure;
- The driver has reviewed all safety and emergency procedures before the initial departure and the driver and adult chaperone have signed a form acknowledging review of the safety plan and procedures;
- The adult chaperone takes and certifies a “head count” prior to each departure and the driver and adult chaperone sign a form verifying that all pupils are present or accounted for;
- After pupils have exited a school bus and before driving away, the driver checks all areas of the bus after pupils have exited.

In developing procedures for this policy for use by the School, the Executive Director or designee shall ensure that the policy reflects the direction and intent of Senate Bill 1072 (Chapter 721 Statutes of 2016) as it was written and also the regulations written by the California Highway Patrol.

Transportation Safety Plan



State of California
Commission on Teacher Credentialing
Certification Division
651 Bannon Street, Suite 601
Sacramento, CA 95811

Email: DON@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: _____

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: _____ District CDS Code: _____

Name of County: _____ County CDS Code: _____

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on ____/____/____ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, _____.

Submitted by (Superintendent, Board Secretary, or Designee):

Name *Signature* *Title*

Fax Number *Telephone Number* *Date*

Mailing Address

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**
Submitted by Superintendent, Director, or Designee:

_____	_____	_____
Name	Signature	Title
_____	_____	_____
Fax Number	Telephone Number	Date

Mailing Address		

E-Mail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization:	

Resource Specialist	_____
Teacher Librarian Services	_____
Emergency Transitional Kindergarten (ETK)	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.



State of California
Commission on Teacher Credentialing
Certification Division
651 Bannon Street, Suite 601
Sacramento, CA 95811

Email: DON@ctc.ca.gov
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Mailing Address

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Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

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If no, explain why you do not participate in an internship program.

 Heating Cooling Electric	Advanced Comfort Control, Inc.		Proposal	
	470-755 County Road A3	PO Box 270668	Date	Proposal No.
	Standish, CA 96128	Susanville, CA 96127	06/19/25	WH061925-01
	Phone #	530-254-6571		
	Fax #	530-254-6581		
	E-Mail:	office@advancedcomfortcontrol.com		
	Website:	www.advancedcomfortcontrol.com		
	CA License No.	901193	DIR No:	1000050303
Name & Address			Project Address	
Long Valley Charter School 436-965 Susan Dr. Doyle, Ca 96109			436-965 Susan Dr. Doyle, Ca 96109	
Project Description		New Package unit and Ducting for GYM Cooling		
Quantity	Description			
1	RUUD, RGEDZT120ACG152AAAA0, 10 Ton 154K Btu Package unit			
1	Custom Sheet Metal Supply and Return			
1	Spiral Duct and registers			
1	Duct mounting supplies			
1	Condenser Circuit			
1	PRO1 T705 1heat/1cool Digital 7 Day or 5/1/1 Programmable thermostat			
64	Install Labor			
128	Apprentice Labor I			
1	Lassen County Building Permit			
1	Crane / Equipment Rental Fee			
		Total	\$	83,310.33
DUE TO THE RISING COST OF GOODS THIS PROPOSAL <u>PRICE IS GOOD FOR 30 DAYS</u>. IF NOT ACCEPTED WITHIN 30 DAYS A NEW PROPOSAL WILL BE REQUIRED.				
SCOPE OF WORK Install new 10 Ton package unit on the ground and install new condenser circuit from panel to unit location and install new disconnect, and whip and make connections, Install new gas piping from Unit heater location to the package unit and make connections, Install new duct work from package unit to ceiling and install new spiral duct with registers in it and suspend from the ceiling. Test run system and verify proper operation. I acknowledge that I have read the above scope of work and understand the listed contract price is for providing listed equipment and performing work as described in the scope of work. Any additional material or work not specifically listed in material list or scope of work is excluded from this contract and is not included in the listed price. Any and all additional material or work performed will only be added upon completion of a written change order (see below under Materials/Change Orders). <div>Customer Initials: _____</div>				
MATERIALS / CHANGE ORDERS All material is guaranteed as specified. All work to be completed in a professional manner according to industry standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. <div>Customer Initials: _____</div>				
REQUIRED MAINTENANCE AND YOUR EQUIPMENT WARRANTY In order to maintain the warranties on your equipment manufacturers require regular maintenance be performed and maintenance records maintained. For your heating and air conditioning equipment this maintenance is typically performed in the spring for the air conditioning and in the fall for the heating. Advanced Comfort Control, Inc. offers maintenance services to keep your warranties in effect for their full term. These routine maintenances costs \$200.00 each and ensure your equipment continues to operate at peak efficiency while keeping your warranties in effect. Please note; failure to perform and document regular maintenance will result in your warranties becoming void. Call our office today and see how our maintenance plans keep your equipment running smooth and your warranties in tact. <div>Customer Initials: _____</div>				
CUTTING AND PATCHING During the installation of equipment, cutting of existing materials may be required. Contractor will use due diligence to ensure all cutting is done in a clean and professional manner. However, patchwork may be required to match the color, texture, and planes between existing and new materials. Contractor <u>WILL NOT</u> perform any patchwork not explicitly stated in the scope of work. By signing this contract owner acknowledges that all patchwork is their responsibility. <div>Customer Initials: _____</div>				
COLLECTIONS Purchaser agrees to pay all costs of collection, including attorney's fees. Thank you for giving Advanced Comfort Control, Inc. the opportunity to bid your job. If you have any questions please call, we will be happy to answer them. If you agree to the price and terms of this proposal, please indicate yes or no for any listed add-ons, initial next to each subsection to indicate you have read and agree to the terms, then sign below and return it to us and we will proceed with creating a formal contract and schedule work. <div>Customer Initials: _____</div>				
Accepted By: _____			Date: _____	
Print Name: _____				

 Heating Cooling Electric	Advanced Comfort Control, Inc.		Proposal	
	470-755 County Road A3	PO Box 270668	Date	Proposal No.
	Standish, CA 96128	Susanville, CA 96127	06/16/25	WH061625-02
	Phone #	530-254-6571	office@advancedcomfortcontrol.com www.advancedcomfortcontrol.com	
	Fax #	530-254-6581		
	E-Mail:			
	Website:			
	CA License No.	901193	DIR No:	1000050303
Name & Address			Project Address	
Long Valley Charter School 436-965 Susan Dr. Doyle Ca 97109			995 Paiute Ln. Susanville, Ca 96130	
Project Description		Ductless for assembly room (Old Sanctuary)		
Quantity	Description			
2	Fujitsu, AOUEB6KWAH4, 36K MultiZone Ductless Condenser			
6	Fujitsu, ASUH12KPAS, 12K Btu Highwall Indoor unit			
450	1/4x1/2x164 EZ Single Tube Insulated Bulk lineset 1/4" OD pipe with 1/2" White Polyethylene insulation Per FT.			
450	3/8x1/2x164 EZ Single Tube insulated Bulk lineset 3/8" OD pipe with 1/2" White Polyethylene insulation Per FT.			
450	14/4 Mini-Split Cable Per Ft. (THW EZ-In Cable 14/4)			
2	Mini-Split Condenser Stand 12" High			
2	Diversitech E-Lite Condenser Pad 40x40x3			
2	Condenser Circuit			
2	Standard Electrical Disconnect			
2	Condenser Electrical Whip			
9	Speedichannel 4" Line Set Cover 78"			
24	Speedichannel 4" Wall Penetration Cover			
56	Install Labor			
56	Apprentice Labor II			
1	City of Susanville Building Permit - No HERS Test Included - Jobs Over \$7,000.00			
1	Eligible for LMUD Utility Rebates of \$750.00 (ACC Prepares Forms).			
		Total	\$	57,894.18
DUE TO THE RISING COST OF GOODS THIS PROPOSAL <u>PRICE IS GOOD FOR 30 DAYS</u>. IF NOT ACCEPTED WITHIN 30 DAYS A NEW PROPOSAL WILL BE REQUIRED.				
SCOPE OF WORK Install new Condenser circuits from panel to condenser locations, Install disconnects and whips, Install new condenser pads and standsand install new ductless condensers on stands, Install New 12K Btu Highwall indoor units, 3 on the west wall and 2 on the east wall and 1 on the south wall over the entry doors, Install new linesets and control cable and make attachment using best industry practices, Pressure test system and vacuum to under 500 Microns to assure system is clean, dry and leak free, Charge linesets and release system charge, test run system and verify proper operation to manufactures specs, Call for inspection and instruct staff on its use and maintenance requirements. I acknowledge that I have read the above scope of work and understand the listed contract price is for providing listed equipment and performing work as described in the scope of work. Any additional material or work not specifically listed in material list or scope of work is excluded from this contract and is not included in the listed price. Any and all additional material or work performed will only be added upon completion of a written change order (see below under Materials/Change Orders).				
MATERIALS / CHANGE ORDERS All material is guaranteed as specified. All work to be completed in a professional manner according to industry standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. <div>Customer Initials: _____</div>				
REQUIRED MAINTENANCE AND YOUR EQUIPMENT WARRANTY In order to maintain the warranties on your equipment manufactures require regular maintenance be performed and maintenance records maintained. For your heating and air conditioning equipment this maintenance is typically performed in the spring for the air conditioning and in the fall for the heating. Advanced Comfort Control, Inc. offers maintenance services to keep your warranties in effect for their full term. These routine maintenances costs \$200.00 each and ensure your equipment continues to operate at peak efficiency while keeping your warranties in effect. Please note; failure to perform and document regular maintenance will result in your warranties becoming void. Call our office today and see how our maintenance plans keep your equipment running smooth and your warranties in tact. <div>Customer Initials: _____</div>				
CUTTING AND PATCHING During the installation of equipment, cutting of existing materials may be required. Contractor will use due diligence to ensure all cutting is done in a clean and professional manner. However, patchwork may be required to match the color, texture, and planes between existing and new materials. Contractor <u>WILL NOT</u> perform any patchwork not explicitly stated in the scope of work. By signing this contract owner acknowledges that all patchwork is their responsibility. <div>Customer Initials: _____</div>				
UTILITY REBATES This project may qualify for a rebate from your utility company. Advanced Comfort Control, Inc. has estimated the potential rebate amount and listed it on your proposal. Advanced Comfort Control, Inc. does not guarantee this rebate amount as utility rebates are subject to change without notice. Accordingly, the actual amount you may qualify for and receive from the utility company may be different. Advanced Comfort, Inc. will provide you the necessary rebate forms and supporting documents needed for you to file for a rebate from you utility company. <div>Customer Initials: _____</div>				
COLLECTIONS Purchaser agrees to pay all costs of collection, including attorney's fees. Thank you for giving Advanced Comfort Control, Inc. the opportunity to bid your job. If you have any questions please call, we will be happy to answer them. If you agree to the price and terms of this proposal, please indicate yes or no for any listed add-ons, initial next to each subsection to indicate you have read and agree to the terms, then sign below and return it to us and we will proceed with creating a formal contract and schedule work. <div>Customer Initials: _____</div>				
Accepted By: _____ Date: _____				
Print Name: _____				



All Season Heating & Air

Long Valley Charter
P.O. Box 7
Doyle, CA 96109

✉ eroper@longvalleycs.org

ESTIMATE	#163
ESTIMATE DATE	Jun 10, 2025
SERVICE DATE	Jun 4, 2025
EXPIRATION DATE	Jun 29, 2025
TOTAL	\$11,470.57

SERVICE ADDRESS

995 Paiute/ Thompson Peak Charter
995 Paiute
Susanville, CA 96130

CONTACT US

922 Main St
Susanville, CA 96130

☎ (530) 257-7202
✉ office@allseasonheatingandair.net

Service completed by: Jim Young

ESTIMATE

Services	qty	unit price	amount
Duct Less Mini Split Install	1.5	\$1,500.00	\$2,250.00
Install of Duct less mini split system			
Services subtotal: \$2,250.00			
Materials	qty	unit price	amount
Heat Pump 36K- Single Zone	1.0	\$4,072.23	\$4,072.23
Altair 500 Fujitsu 3 ton outdoor heat pump goes down to 5 degrees			
36,000 BTU Mini Split Head	1.0	\$2,715.44	\$2,715.44
Altair 500 36K Indoor Wall Cassette			
Lineset 3/8x5/8	1.0	\$460.18	\$460.18
Dual Line Dual Insulated Line Set, 3/8 in Liquid Line, 5/8 in Suction Line, 1/2 in THK,			
Miscellaneous Materials	1.0	\$850.00	\$850.00
Wire, breaker, conduit, whip, disconnect, line hide and all other materials needed			
Quick Sling Wall Bracket	1.0	\$420.00	\$420.00
Wall Bracket With Rail 33-1/2 in L x 25-1/4 in W x 18-1/8 in H,			
Materials subtotal: \$8,517.85			

Subtotal	\$10,767.85
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Tax (Sales Tax-Susanville 8.25%)	\$702.72
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Total	\$11,470.57
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We appreciate your business!

We are pleased to announce that we offer financing, please call FTL Financing at 1-888-314-4588.

The Executive Director or designee shall develop a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of students to or from school or school activities. The plan shall be available for review by parents/guardians and made available upon request to an officer of the California Highway Patrol.

Mandatory Notification of Department of Motor Vehicles Regarding Disciplined Bus Drivers

The School Director or a designee shall notify the Department of Motor Vehicles within five calendar days of taking disciplinary action against a driver for leaving an unsupervised pupil on a bus and when the School found the driver's action constituted gross negligence.

Adopted: 11/09/2009

Revised: 8/9/2018, 8/13/2020



Long Valley Charter School

A Non-Profit Public Benefit Corporation

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SECTION 1 – WELCOME

WELCOME TO LONG VALLEY CHARTER SCHOOL!

We are happy to have you join us at Long Valley Charter School (“LVCS” or the “Charter School”). We believe our schools are truly unique. We serve a diverse group of students, each talented in their own way. We regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance for all of our employees. All employees should treat all individuals, students, teachers, administrators, volunteers, and family members with respect and approach all situations as opportunities to learn.

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

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

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

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

Sincerely,

Sherri Morgan
Executive Director/Superintendent

SECTION 2 – OUR CHARTER

CHARTER DOCUMENT

Familiarity with the school’s charter is required; assuring the pursuit of charter goals is every employee’s responsibility. The charter documents are located on the www.longvalleycs.org website.

MISSION STATEMENT

LVCS is an educational community, inspiring each child to achieve their highest potential, providing opportunities for self-discovery, and preparing students for the challenges of a rapidly changing world.

VISION

LVCS envisions every student becoming lifelong learners, pursuing meaningful work, and participating in civic activities.

OVERALL PROGRAM GOALS

LVCS establishes Expected School-wide Learning Results (ESLRs) and reviews this document annually with its stakeholders. The updated ESLRs are posted on the LVCS website. Employees are responsible for being familiar with this document and contributing effort to reaching the stated results. Suggestions for updates to the ESLRs are to be submitted to the administrator.

GOVERNANCE

LVCS is governed by a Board of Directors of at least five (5) members. The calendar of Board meetings is posted to the LVCS website. All employees are encouraged to attend meetings either on site or locations hosting teleconference connections. The structure of governance is diagrammed below.

Fort Sage Unified School District (LVS)/ Susanville School District (TPC)		
LVCS Board of Directors		
Advisory Councils	Executive Director/Superintendent	
Site-level committees at each location	LCOE Services	LVCS Staff

SECTION 3-GENERAL

This handbook serves as a guide for the employer/employee relationship. This handbook applies to faculty and staff at LVCS. The standards of conduct apply to all individuals who work on the

school premises including independent contractors, vendors, and visitors. Unless otherwise indicated, a benefit, policy, program, or procedure applies, or is available, to ALL eligible employees.

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

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

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

Finally, this handbook contains proprietary information that should not be disclosed outside LVCS, other than to individuals affiliated with LVCS whose knowledge of the information is required in the normal course of business.

SECTION 4-EMPLOYMENT

EMPLOYMENT APPLICATIONS

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

EQUAL EMPLOYMENT OPPORTUNITY

LVCS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to race (which includes associated traits, such as hair texture and hair style, including but not limited to braids, locks, and twists), color, religious creed (which includes, without limitation to religious dress and grooming practices) gender, (including gender identity, gender expression, transgender identity whether or not the employee is transitioning or has transitioned), national origin or ancestry, (including native language spoken and possession of a driver's license issued to persons unable to provide their

presence in the U. S. is authorized by federal law), physical disability (including HIV and AIDS), mental disability, medical condition (including cancer and genetic characteristics), generic information, sexual orientation, use of cannabis/marijuana off the job and away from the workplace, genetic information, age, sexual orientation, marital status, registered domestic partner status, parental status, sex (which includes reproductive health decision-making pregnancy, childbirth, breastfeeding, and medical conditions), sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex), religious creed (including religious dress and grooming practices), marital/registered domestic partner status, age (forty (40) and over), military and veteran status, Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Act, ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking, or any other consideration made unlawful by federal, state, or local laws.

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

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

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

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

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

LVCS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. LVCS's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender

(including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including reproductive health decision making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

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

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

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

Prohibited Unlawful Harassment

The following examples are not an exhaustive list:

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;

- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

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

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

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

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

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Executive Director. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

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

HARASSMENT

If you believe you have experienced discrimination, harassment, or abusive conduct you may file a California Civil Rights Department (CRD) or Equal Employment Opportunity Commission

complaint. For information contact the CRD or EEOC. You may find their phone numbers online at www.eeoc.gov and www.civilrights.ca.gov , respectively.

TITLE IX NOTICE OF NONDISCRIMINATION

LVCS does not discriminate on the basis of sex and prohibits any acts of sex discrimination including sex-based harassment in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. §1681 et seq.) and the Title IX regulations (34 C. F. R. Part 106), including in admission and employment.

Inquiries about the application of Title IX and 34 C. F. R. Part 106 may be referred to the Charter School Title IX Coordinator, the Office for the Civil Rights of the U.S. Department of Education, or both.

All complaints and reports of conduct that may constitute sex discrimination including sex-based harassment should be submitted to our Title IX Coordinator, who can be reached at:

Sherri Morgan, Executive Director/Superintendent
Mailing: PO Box 7
Physical: 436-965 Susan Drive
Doyle, CA 96109
530-827-2395
smorgan@longvalleycs.org

A copy of LVCS's Title IX Policy, which includes the specific rules and procedures for reporting sex discrimination and sex-based harassment occurring within LVCS's education program or activities and for pursuing available remedies, is available on the LVCS's website at: <https://d16k74nzx9emoe.cloudfront.net/c63b20e0-6c8d-4907-9151-cb7fbefd1211.pdf>

AT-WILL EMPLOYMENT

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

Nothing contained in this Handbook, employment applications, Charter School memoranda or other materials provided to employees in connection with their employment shall require the Charter School, with the approval of the Board of Directors, to have "cause" to terminate an employee or otherwise restrict the Charter School's right to release an employee from their at-will employment with the Charter School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the Charter School's right to terminate at-will. No School representative, other than the Board of Directors or

its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the Charter School that are not consistent with the Charter School's policy regarding "at-will" employment.

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

OPEN COMMUNICATION

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

Employees who have work-related concerns or complaints are encouraged to discuss them first with their supervisor. If the concern or complaint is unresolved, contact the Executive Director/Superintendent. Forms for escalated complaints are contained in the appendices. Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. LVCS will attempt to keep the employee's concerns and complaints confidential to the extent feasible. However, in the course of resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law. Employees with concerns or complaints relating to harassment, discrimination or retaliation should follow the reporting procedure outlined in this Handbook.

LACTATION ACCOMMODATION POLICY

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

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

be provided, the School may provide another cooling device suitable for storing milk, such as a School-provided cooler.

An employee who would like to request an accommodation to express milk should complete an accommodation request form and contact the employee's supervisor or the Human Resources Manager. The School will engage the employee in an interactive process with the employee to determine when and where lactation breaks will occur, and will respond accordingly, generally within two business days. The school reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

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

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

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

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

PUBLIC RELATIONS

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

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

- Communicate with parents regularly.
- Act competently and deal with others in a courteous and respectful manner.
- Communicate pleasantly and respectfully with other employees at all times.
- Follow up on requests and questions promptly, provide business-like replies to

- inquiries and requests, and perform all duties in an orderly manner.
- Assure good grammar and proper spelling of all communication; this can be done by entering text in Word and run the spell/grammar check tool prior to sending.
 - Respond to email and voicemail within 24 hours during the workweek.
 - Take great pride in your work and enjoy doing your very best!

WHISTLEBLOWER POLICY

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

An employee who wishes to report a suspected violation of law or LVCS policy may do so by contacting the Executive Director or the LVCS Governing Board.

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

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

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and, in a manner, intended to protect confidentiality, consistent with a full and fair investigation. The HR Coordinator and a member of LVCS management will conduct the investigation or designate other internal or external parties to conduct the investigation. The investigating parties may notify the concerned individuals of their findings as appropriate.

SECTION 5 – THE EMPLOYMENT PROCESS

EMPLOYEE CLASSIFICATIONS

Each LVCS employee is both a “full-time” or “part-time” employee and an “exempt” or “non-exempt” employee. Some of the policies and benefits described in this handbook depend on the employee's designation. Full-time employees are those employees regularly scheduled to work thirty (30) hours or more each week. Part-time employees are those regularly scheduled to work less than thirty (30) hours each week.

Exempt Employees

This category includes all employees who are determined by the Charter School to be exempt from certain wage and hour provisions of applicable law. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work or time off in lieu of additional compensation.

Non-exempt Employees

This category includes all employees who are covered by certain wage and hour provisions of applicable law. Non-exempt employees are entitled to overtime for hours worked beyond eight (8) hours in a workday or beyond forty (40) in a workweek, as well as meal and rest breaks as prescribed by law.

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

Certificated Employees

Certificated employment is described as a position requiring a credential issued by the California Commission on Teacher Credentialing. Employees working will be placed on the Certificated Salary Schedule based on their credential type and years of employment. LVCS grants up to fifteen (15) years full-time teaching experience for initial salary schedule placement.

Classified Employees

Classified employment is described as a position not requiring a credential issued by the California Commission on Teacher Credentialing. Employees working in classified positions will be placed on the Classified Salary Schedule at the appropriate column and step for the position.

WORK SCHEDULES

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

LVCS reserves the right to assign employees to jobs other than their usual assignment, when necessary, provided the employee is capable of performing the essential functions of the alternate assignment. Non-exempt employees are not allowed to perform work at home or away from the School unless specifically authorized for each occurrence by their supervisor. Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Non-exempt employees are not allowed to work “off the

clock.” Attendance at school-sponsored functions is not compensated unless the supervisor has required you to attend the function. Employees violating these rules may be subject to disciplinary action up to and including termination.

Non-exempt Employees

The Executive Director will determine the normal working hours and days for non-exempt employees. Non-exempt employees are entitled to two ten (10) minute rest breaks and a thirty (30) minute meal break and are entitled to overtime pay as required by law.

Exempt Employees

All employees are required to work according to the schedule and dates stated in their employment agreements. Doyle-based full-time teachers are expected to be present at the Charter School thirty (30) minutes prior to the beginning of the normal school day (8:00 AM) to sixty (60) minutes after the normal school day (4:00 PM). The schedule for full-time teachers assigned to resource centers may be adjusted to starting between the hours of 7:30 AM to 9:00 AM based on the needs of the center; however, the expectation of eight (8) hours per day is the same as the site-based program.

Employees may be required to work other than the normal hours and to take their lunch breaks on a rotating basis so that classes and student activities are always covered. There will occasionally be activities that will require teacher participation outside of regular business hours such as instructional preparation, evening and Saturday family workshops or special meetings. Exempt employees will be expected to work the number of hours necessary to complete their assigned responsibilities.

The Executive Director/Superintendent must approve any exceptions to the regular work schedule for instructional employees.

Teleworking

Teleworking requires express permission by the Executive Director/ Superintendent. Eligibility and guidelines are described in the LVCS Board Policy 1011.

WORKWEEK AND WORKDAY

LVCS’s workweek is from Sunday at 12:00 A.M. through the following Saturday at 11:59 P.M.

SCHOOL HOLIDAYS

The Charter School observes thirteen (13) paid holidays during the year:

New Year's Day, Martin Luther King Day, President's Day, Lincoln’s Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

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

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

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

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

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

- At the Supervisor's request/approval;
- Due to closure of schools because of inclement weather;
- Prior to or following Jury Duty or Bereavement Leave; or
- Due to a previously scheduled and approved vacation or PTO.

PUNCTUALITY AND ATTENDANCE

The presence or absence of each employee is of critical importance to the successful operation of LVCS. Regular attendance and punctuality are considered an essential function of each position. Therefore, LVCS expects all of its employees to be on time, ready to begin work at the beginning of their day, and to work the full allotted time they are assigned each day.

If you are unable to report for work on any particular day, you must follow this procedure:

- Independent Study staff: call your immediate supervisor at least twelve (12) hours before the day that will be missed or in an emergency, at least two (2) hours before your scheduled assignment.
- Site Based staff: call the Office at least twelve (12) hours before the day that will be missed or in an emergency, at least two (2) hours before school starts (6:30 am).

If you fail to report for work without any notification to the Executive Director/Superintendent and the absence continues for a period of two (2) business days, the Charter School will determine that you have abandoned your job and voluntarily terminated your employment.

Absences protected by local, state and federal law do not count as violations of this policy. Paid

sick time protected under California law does not count as a violation of this policy.

Upon returning to work after an absence for any reason, the employee must complete an absence request in the Employee Self Service Portal by the end of the school day on which the employee returns. If an employee is absent for medical reasons for more than ten (10) working days, the employee must, immediately upon his or her intended day of return to work, provide the supervisor with a physician's statement certifying that the employee is fit to return to duty.

TIME RECORDS

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

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

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

Non-exempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out. Any work performed before or after any regularly scheduled work shift must be approved in advance by the employee's supervisor or HR Manager.

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

MEAL AND REST PERIODS (NON-EXEMPT EMPLOYEES)

All non-exempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not join together required meal or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier. In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy, you must notify Human Resources in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken. If you leave the premises for either

a meal or rest break, you are doing so for strictly personal reasons and will not be covered by worker's compensation.

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

Meal Periods

Nonexempt employees (hourly employees) scheduled to work more than five hours in a day are given a 30-minute duty-free unpaid meal period. Your supervisor may schedule your meal period. The meal period must be taken before the end of the fifth (5th) hour of work. The employee may waive this meal period if his/her workday will be completed within a total of six hours or less. To waive a meal period, the employee must receive prior written approval from the Executive Director and complete a "Meal Period Waiver" form.

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

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

Rest Periods

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

<u>Hours Worked</u>	<u>Number of Rest Periods</u>
3.5 hours to 6 hours	1 10-minute rest period
Over 6 hours to 10 hours	2 10-minute rest periods
Over 10 hours to 14 hours	3 10-minute rest periods

Nonexempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period on the days' time record and to the employee's supervisor immediately. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

PAYDAYS

Paydays are the 25th day of each month for exempt employees and the 10th and 25th of the month for non-exempt employees. If a normally scheduled payday falls on a weekend or holiday, paychecks will be distributed the preceding business day.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have automatic deposit for your paycheck, your funds will be deposited to the financial institution you requested by the end of business on the scheduled payday.

PAYROLL WITHHOLDINGS

LVCS is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (for eligible credentialed faculty) and State Disability Insurance from each employee's paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, LVCS must comply with that order within the time allowed by law, and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School will provide the employee with a written notice which describes the wage overpayment and will afford the employee an opportunity to respond before commencing any recoupment action. If the employee disputes the wage overpayment, the School shall initiate a legal action to validate the overpayment before proceeding with recoupment. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period when it will go into effect.

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

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then he or she should ask the HR Manager to explain it. The employee may change the number of withholding allowances he or she wishes to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W-4 form and submitting it to the HR Manager.

SECTION 6 - CONDITIONS OF EMPLOYMENT

IMMIGRATION LAW COMPLIANCE

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

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

CREDENTIAL REQUIREMENTS

If you are a credentialed team member, you must provide copies of your credential, certificate of clearance, transcripts, and test scores each fall prior to your first day of actual work. Failure to provide these documents may delay your ability to begin work.

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

If you allow a credential, certificate, registration, or required course deadline to expire, or if you fail re-certification, training, or testing, you may be placed on unpaid leave until you meet the requirements or renew your credential. credential or be subject to release from at-will employment.

TUBERCULOSIS TEST

Before the first day of employment, all new employees must have had a tuberculosis test as described in Education Code 49406 or a TB Risk Assessment (pursuant to AB1667) within the past 60 days. Employees transferring from other public or private schools within the State of California must either provide proof of an examination or a completed Risk Assessment within the previous 60 days or a certification showing that he or she was examined within the past four (4) years and was found to be free of communicable tuberculosis. The current physician's statement or other approved health care provider's statement or Risk Assessment must be on file in the office before the first day of employment. Failure to provide documentation on time may result in delay of your ability to begin work or termination.

Results of these tests are strictly confidential. TB Clearance is good for four years and it is the employee's responsibility to remain in compliance and ensure the school has a valid certificate on file.

CRIMINAL BACKGROUND CHECK

LVCS recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, and do not present a risk of harm to students, coworkers or others. LVCS will perform applicant background checks and employee investigations as required by Education Code section 47605 [b][f], which requires that "each employee of the school furnish the school with a criminal record summary".

All employees must have Live Scan fingerprint results on file with LVCS. Proof of Live Scan fingerprinting is a requirement of employment and the results must be provided to LVCS prior to the first day of work. Live Scan fingerprinting will be required of all job applicants, employees, and volunteers as required by California and federal law. Background checks may also be required of employees whose job duties involve care of students, handling of money, valuables or confidential information, or as otherwise deemed prudent by the school. These background checks are performed through a fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). Any and all information obtained by LVCS may be taken into consideration in evaluating one's suitability for employment, promotion, reassignment, or retention as an Employee.

LVCS shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification. Additionally, should an employee, during their employment with LVCS be arrested for, charged with, or convicted of any offense, the employee must immediately report as much to Human Resources.

LVCS may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers, students or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the employee is out on bail. In the event that a background check is conducted, LVCS will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the employee with any required notices and forms. Employees subject to an investigation are required to cooperate with LVCS's

lawful efforts to obtain relevant information, and may be disciplined up to and including suspension without pay and/or termination for failure to do so.

No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Executive Director. For additional information on background checks, please contact the Executive Director or HR Manager.

CHILD ABUSE AND NEGLECT REPORTING ACT

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

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

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

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

FIRST-AID AND CPR TRAINING

All individuals working unsupervised with children or in a classroom setting must receive, renew, and maintain basic first-aid and CPR certification by the first day of school for students. LVCS will provide First Aid and CPR training every two years for all staff. Any employee hired after the semi-annual training will be required to provide proof of completion of both First Aid and CPR training prior to the first day of work.

For additional information on the training required, please contact the HR Manager.

PERSONNEL FILES

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



Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. LVCS will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the HR Manager. Only the HR Manager or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited.

However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted. SECTION 7 – PERFORMANCE

PERFORMANCE EVALUATIONS

Administrative and Classified Staff



Performance evaluations generally are conducted annually to provide both employees and supervisors with the opportunity to discuss the employee's position, tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving performance. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increase in salary or even continued employment. Salary increases and continued employment are solely within the discretion of LVCS and depend upon many factors in addition to performance.

Certificated Staff

At the start of each academic year, each teacher will meet with the Executive Director/Superintendent or designee to establish Performance Objectives for that school year. The Teacher will put these objectives in writing in accordance with a template provided by the Executive Director/Superintendent.

The Executive Director/Superintendent or designee will then evaluate the teacher's performance in accordance with the established evaluation policy. The evaluation will be based on factors including the Teacher's job description, accomplishment of the Performance Objectives, the LVCS's charter, and standards for teaching performance adopted by the LVCS's Board of Directors.

Basis for Determining Pay

Several factors may influence your rate of pay. Some of the items LVCS considers are the nature and scope of your job, what other employers pay their employees for comparable jobs (external equity), what LVCS pays their employees in comparable positions (internal equity), and individual, as well as LVCS performance. It is LVCS's goal to have a current Job Description on hand for each employee that broadly defines the job responsibilities and essential functions for each position.

Wage or Salary Increases

Each employee's hourly wage or annual salary will be reviewed at least once each year. The employee's review date will usually be conducted on or about the end of the school or fiscal year. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion.

Increases will be determined on the basis of performance, adherence to school policies, and procedures, ability to meet or exceed duties per job description and achievement of performance goals as well as operational factors.

Changes to the amount of an employee's wage or salary will become effective on the first regular pay period following the change.

SECTION 8 – LEAVES

FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT

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

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee To FMLA/CFRA Leave

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

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



3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. “Designated person” refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.
 4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
 5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.
- Amount of FMLA/CFRA Leave Which May Be Taken
 1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
 2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
 3. The “twelve month period” in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
 4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one

(1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay during FMLA/CFRA Leave

1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA or CFRA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance and/or paid family leave benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

- Health Benefits

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

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

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

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return

from leave” if he/she works less than thirty (30) days after returning from FMLA/CFRA leave; and

2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

- Seniority


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

- Medical Certifications

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen [15] days of the School’s request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be given a copy of the School’s then-current FMLA/CFRA leave policy.

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

- Return to Work

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).

3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
 4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- Employment during Leave
- No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

PREGNANCY DISABILITY LEAVE

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

- Employee Eligibility Criteria
- To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.
- Events That May Entitle an Employee to Pregnancy Disability Leave
- The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:
1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
 2. The employee needs to take time off for prenatal care.
- Duration of Pregnancy Disability Leave

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

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

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

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

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

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

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

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

- Seniority

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

- Medical Certifications

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

- Requesting and Scheduling Pregnancy Disability Leave

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

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

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

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

MILITARY AND MILITARY SPOUSAL LEAVE OF ABSENCE

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

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

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

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

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

that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

WORKERS' COMPENSATION LEAVE Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the medical provider's recommendation. Workers' compensation leave will run concurrently with any other applicable medical leave of absence (FMLA/CFRA). Unless otherwise mandated by law, employees on a leave of absence of more than 4 months are responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA.

BEREAVEMENT LEAVE All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of bereavement leave due to the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law). Full-time employees are entitled to up to three (3) days of pay during bereavement leave. For all other employees, bereavement leave shall be unpaid unless an employee elects to use available accrued/unused paid leave. Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Upon request, an employee may be required to provide documentation of the death of a covered family member.

REPRODUCTIVE LOSS LEAVE

LVCS grants time off to eligible employees in the event you suffer a qualifying reproductive loss event as defined in this policy.

To be eligible for reproductive loss leave, you must be employed for at least 30 days prior to starting leave.

If you are eligible and experience a reproductive loss event, you may take up to five days of reproductive loss leave.

For purposes of this policy, a reproductive loss event is the day, or the final day for a multiple day event, of one of the following:

- **Failed adoption:** The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, if you would have been a parent of the adoptee if the adoption had been completed.
- **Failed surrogacy:** The dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, if you would have been a parent of a child born as a result of the surrogacy.
- **Miscarriage:** May be a miscarriage by you, your current spouse or domestic partner, or by another individual if you would have been a parent of a child born as a result of the pregnancy.

- **Stillbirth:** May be a stillbirth resulting from your pregnancy, the pregnancy of your current spouse or domestic partner, or another individual if you would have been a parent of a child born as a result of the pregnancy.
- **Unsuccessful assisted reproduction:** An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure (i.e., artificial insemination or an embryo transfer, including gamete and embryo donation). Assisted reproduction does not include reproduction through sexual intercourse. This event applies to you, your current spouse or domestic partner, or another individual, if you would have been a parent of a child born as a result of the pregnancy.

The days of reproductive leave do not need to be taken consecutively, however, you must complete your reproductive loss leave within three months of your reproductive loss event, or, if prior to or immediately following your reproductive loss event, you are on or choose to go on leave under California's pregnancy disability law, the California Family Rights Act, or any other leave provided by state or federal law, then you may complete your reproductive loss leave within three months of the end of the other leave, at which time any remaining unused reproductive loss leave will expire.

Reproductive loss leave is unpaid; however, you may choose to use previously accrued paid leave time available to you.

If you experience more than one reproductive loss event within a 12-month period, you can receive another five days of reproductive loss leave. You are limited to a total of 20 days of reproductive loss leave within a 12-month period.

Any information provided to LVCS related to this leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

JURY DUTY LEAVE

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

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

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

TIME OFF TO VOTE

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

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Vacation or personal hours which have accrued but not been used may be paid to the employee for this time off.

SCHOOL ACTIVITIES LEAVE SCHOOL ACTIVITIES AND APPEARANCE LEAVE

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

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

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

CRIME VICTIM LEAVE

Employees are allowed to be absent from work to attend judicial proceedings related to a crime if they are:

- A victim of a crime
- An immediate family member of a victim;
- A registered domestic partner of a victim; or
- The child of a registered domestic partner of a victim

An employee must give reasonable advanced notice to the school by providing documentation of the proceeding. Documentation may be any of the following:

- Notice from the court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or

- The victim/witness assistance office advocating on the victim's behalf.

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

DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT LEAVE

If you are a victim of crime or abuse, including domestic violence, sexual assault, stalking, qualifying act of violence, or a crime that caused physical injury or, in certain cases, mental injury, or that caused the death of an immediate family, you may take unpaid time off to obtain or attempt to obtain judicial relief, such as obtaining restraining orders, to help insure your health, safety or welfare or that of your child(ren). Employees may use available <vacation /PTO> (if applicable) or accrued PSL. Otherwise, the time off is unpaid. All employees can take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking. Domestic violence, sexual assault and stalking victim's leave for medical treatment does not exceed or add to the unpaid leave time that FMLA/CFRA allows.]

You must give the School reasonable notice unless advance notice is not feasible, and provide certification that you are seeking such assistance.

Certification may be sufficiently provided by any of the following:

- A police report indicating that you were a victim of domestic violence or sexual assault;
- A court order protecting or separating you from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that you appeared in court; or,
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you are undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.
- Any other form of documentation that reasonably verifies the crime or abuse occurred which can include a written statement signed by you or an individual acting on your behalf certifying that the absence(s) is for the purpose authorized under this leave.

Employees have the right to ask the School for help or changes in their workplace to make sure they are safe at work. The School will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. The School may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. The School will maintain confidentiality regarding any requests for accommodations under this policy.

The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision. The School will not discharge, discriminate or retaliate against an employee who exercises their rights under this law. Domestic violence, sexual assault and stalking victim's leave for medical treatment does not exceed or add to the unpaid leave time that FMLA/CFRA allows.

Employers are prohibited from discharging, discriminating or retaliating against an employee who is a victim of domestic violence or the victim of sexual assault for taking time off to seek medical attention, obtain services from a domestic violence shelter or program or rape crisis center, obtain psychological counseling, participate in safety planning, or temporary or permanent relocation.

LVCS is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee or a family member is a victim of a crime or abuse as described above.
- The employee asked for time off to get help or because of the employee's status as or association with a victim of violence.
- The employee asked LVCS for help or changes in the workplace to ensure safety at work.

If any employee believes that they have experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with their supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

ADULT LITERACY LEAVE

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

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

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

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

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

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

DRUG & ALCOHOL REHABILITATION LEAVE

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

VOLUNTEER CIVIL SERVICE LEAVE

You are allowed to be absent from work to engage in volunteer emergency duty as a volunteer firefighter, reserve police officer or emergency rescue personnel. This is an unpaid leave but the employee may use any earned sick, vacation and/or PTO.

CIVIL AIR PATROL LEAVE

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

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

Employees may use accrued, unused paid time off for leave taken under this policy. The notice and eligibility requirements for any such paid time off will generally apply to an employee's request for use of paid time off under this policy.

SECTION 9 – BENEFITS

VACATION

Full-time, regular Administrative/Classified employees (twelve (12)-month employees) accrue ten (10) paid vacation days per year. Once an employee's vacation balance reaches fifteen (15) days, the employee stops accruing vacation until vacation is used and the employee's balance falls below the fifteen (15) day cap. Vacation days will not accrue during any unpaid leave of absence.

Requests to use vacation days by these employees must be submitted in the time keeping system at least twenty-four (24) hours in advance. Employees may not use more than ten (10) days of vacation on days that are considered work days for teachers in a single academic year.

Upon separation from employment, the eligible employees listed above will be paid for all accrued, unused vacation time at their current rate of pay. They are not entitled to pay in lieu of taking vacation except upon separation from employment.

SICK LEAVE

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

Eligible Employees

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

Permitted Use

Eligible employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee's family member. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling of the employee, or "designated person"; "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis, regardless of the age or dependency status of the child. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. A "designated person" is any individual the employee identifies at the time the employee requests PSL. An employee is limited to one designated person per 12-month period for purposes of PSL.

Employees may also use their PSL to receive medical care or other assistance to address qualifying acts of violence, including but not limited to domestic violence, stalking, or sexual assault, that are committed against themselves or a family member.

Subject to applicable law, LVCS may require a health care provider's certificate for any absence due to illness or injury. LVCS also may require a health care provider's certification that an

employee has been released to return to work before the employee is permitted to return after an illness or injury.

Allotment

Every eligible, full-time employee will be allotted ninety-six (96) hours of sick leave per year on July 1st.

All eligible part-time employees who work fewer than twenty-nine and one-half (29.5) hours per week will receive the greater of forty (40) hours or a prorated amount of sick leave at the beginning of each work year. Unused, accrued sick leave for these employees shall not carry over from year to year.

When an employee transitions from full-time to part-time status

any unused, accrued sick leave earned while the employee was in full-time status will be carried over and remain available for use. However, future leave accruals will be calculated based on the employee's new part-time status and applicable accrual rates

Limits on Use

Employees may use paid sick leave beginning on the thirtieth (30th) calendar day following the employee's start date. The Charter School does not pay employees in lieu of unused sick leave.

Employees who exhaust their sick leave but continue to be absent from work shall have those absences be unpaid. Employees with excessive and unexcused absences may be subject to disciplinary action, up to and including release from at-will employment.

Sick leave may only be used for the purpose specified in this policy. For absences in excess of five (5) days, LVCS retains the right to request verification from a licensed health care provider.

In the interest of student well-being and academic improvement, the School has established specific **dates** that will not be pre-approved. These dates include:

- The first two weeks immediately following the first day of school for students;
- The two weeks immediately preceding the last days of school for students;
- All in-service days.

Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

Employees must also notify the Charter School secretary as early as possible so that a competent substitute can be located. Routine medical/dental/vision examinations may not be scheduled on in-service days.

Termination

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

No Discrimination or Retaliation

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

Personal Necessity Leave

Employees may use up to twenty-four (24) hours of sick leave each school year as personal necessity leave. Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee's person or property, or the person or property of immediate family member, adoption of a child, the birth of child making it necessary for an employee who is the parent of the child to be absent from their position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday. Personal necessity days are not vacation days, do not accrue year to year, and will not be paid out if unused upon separation from employment.

PROFESSIONAL DEVELOPMENT LEAVE

Full-time employees are entitled to the equivalent of one (1) paid day during the school year for training purposes. The Executive Director/Superintendent must approve such training in advance.

INSURANCE BENEFITS

Full-time employees are entitled to insurance benefits offered by LVCS. These insurance benefits will include medical, dental, and vision. The Charter School will set a defined contribution towards the employee's insurance premiums that are sponsored by LVCS. This amount will be determined on an annual basis. The employee's portion of the monthly premiums will be deducted from the employee's paycheck on a pre-tax basis.

If medical insurance premium rates increase, employees may be required to contribute to the cost of the increase to retain coverage. Unless otherwise mandated by law, employees on a leave of absence of more than ninety (90) days are responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA.

Additional voluntary insurance plans may be offered through the Charter School that will be the employee's responsibility to purchase and pay for.

COBRA BENEFITS

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

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

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

SOCIAL SECURITY/MEDICARE

If you are a full-time regular employee contributing to a teacher's retirement system (STRS), your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your husband or wife, or former husband or wife, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected.

LVCS withholds income tax from all employees' earnings and participates in FICA (Social Security), for non-exempt employees and Medicare withholding and matching programs as required by law.

STATE DISABILITY INSURANCE

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

PAID FAMILY LEAVE (WAGE SUPPLEMENT)

Under California law, eligible employees may participate in the Paid Family Leave ("PFL") program, which is part of the state's unemployment compensation disability insurance program. The PFL program provides up to eight weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill or injured child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child (birth,

foster care, adoption). The PFL program does not provide job protection or reinstatement rights. It is a wage supplement provided concurrently while an employee takes an eligible leave of absence under LVCS policy and applicable law.

The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the California Employment Development Department.

WORKERS' COMPENSATION INSURANCE

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

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

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

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

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Executive Director/Superintendent and to the individual responsible for reporting to the Charter School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the Charter School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the Charter School's approved medical facility before returning to work.
- Any time there is a job-related injury, the Charter School requires drug/alcohol testing along with any medical treatment provided to the employee. Failure to submit to drug/alcohol testing as required shall be deemed insubordination and may result in disciplinary action, up to and including termination.

SECTION 10 – EMPLOYEE COMMUNICATIONS



COMPUTER, EMAIL AND INTERNET POLICY

Every employee is responsible for using the LVCS's computer system, including, without limitation, its electronic mail (Email) system and the Internet, properly and in accordance with this policy.

The computers that you use at work and the Email system are the property of LVCS and have been provided for use in conducting LVCS business. All communications and information transmitted by, received from, created, or stored in its computer system (whether through word processing programs, Email, the Internet or otherwise) are LVCS records and property of LVCS. The computer system is to be used for LVCS purposes only. Employees may, however, use LVCS technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for monetary gain, does not conflict with LVCS business, and does not violate any LVCS policies:

- To send and receive necessary and occasional personal communications;
- To use the telephone system for brief and necessary personal calls; and
- To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

Email

LVCS staff e-mail is through Microsoft 365/ Outlook. Teachers and classified staff members are expected to use school e-mail accounts for work-related communication. As such, e-mail is required to be checked on scheduled work days for timely information related to school business. Accounts can be accessed on campus computers; school e-mail is also web-based.

No Expectation of Privacy

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

Even if employees use a password to access the computer system (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from LVCS's computers is not assured. Use of passwords or other security measures does not in any way diminish LVCS's right to monitor and access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to LVCS for any reason that LVCS in its discretion, deems appropriate. Further, employees should be aware that deletion of any Email messages or files would not truly eliminate the messages from the

system. All Email messages and other files may be stored on a central back-up system in the normal course of data management.

Employees have no expectation of privacy in anything they create, store, send or receive on the computer system.

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

Professional Use of Computer System Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. All e-mail must include the school's confidentiality notice in the signature area of the communication. Users should write Email communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on LVCS letterhead (use of LVCS letterhead requires authorization). Because Email and computer files may be subject to discovery in litigation, employees are expected to avoid making statements in Email or computer files that would not reflect favorably on the employee or LVCS if disclosed in litigation or otherwise.

Offensive and Inappropriate Material

LVCS's policy against discrimination and harassment, sexual or otherwise, applies fully to LVCS's computer system, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no Email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law. Further, material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in LVCS's computers. Employees encountering or receiving this kind of material should immediately report the incident to the Executive Director/Superintendent.

LVCS may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by LVCS networks. Notwithstanding the foregoing, LVCS is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In

addition, having an email address on the Internet may lead to receipt of unsolicited email containing offensive content. Users accessing the Internet do so at their own risk. Employees who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to LVCS's blocking software.

Solicitations

LVCS's computer system (including, without limitation, its Email system) may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from the Executive Director/Superintendent is required before anyone can post any information on commercial on-line systems or the Internet.

Licenses and Fees

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

Games and Entertainment Software

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

Confidential Information

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

Charter School Meetings

LVCS does not require employees to attend any meeting related to political or religious matters. In the event LVCS has this type of meeting, employees may choose not to attend these non-mandatory meetings without fear of retaliation, discrimination, or any adverse employment action. However, LVCS is allowed to discuss any information required by law as well as provide information that is necessary for employees to perform their job duties.

Copyrights and Trademarks

LVCS's computer system may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior

authorization from Executive Director/Superintendent. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor.

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

Violations of this Policy

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

This policy is not intended, nor should it be interpreted, to in any way limit the ability of an employee to:

- Discuss with others the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law

Amendment and Modification of this Policy

LVCS reserves the right to modify this policy at any time, with or without notice. LVCS may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources.

Acknowledgement

Employees acknowledge this policy by signing the receipt of this handbook.

Compliance with the United States Copyright Law and Software Ethics Policy

Federal law prohibits the unauthorized copying and use of computer software programs. The law does not exempt educational institutions from copyright laws and provides for the recovery of actual or statutory damages for violations of copyright infringement. Any employee found copying software other than for backup purposes, and/or giving software to any other person is subject to appropriate administrative and/or disciplinary action, up to and including dismissal.

SOCIAL MEDIA POLICY

LVCS has adopted the following policy with regard to employee behavior on social networking sites as it pertains to both employee and student-initiated communication.

Caution is to be exercised on any personal social networking sites. It is recommended that the employee set up a professional profile in which to accept “friendships” with students and parents and keep a personal profile private. It is also recommended that the employee does not initiate “friendships” with students.

With regard to social networking content, employees may not use commentary deemed to be defamatory, obscene, proprietary, or libelous with regard to any school-related business or policy, employee, student, or parent. Additionally, employees will exercise caution with regards to exaggeration, obscenity, copyrighted materials, legal conclusions, and derogatory remarks or characterizations. LVCS encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site.

Personal or Professional Blogs

If you are developing a website or writing a blog that will mention LVCS you must identify that you are an employee of the organization and that the views expressed on the blog or web site are yours alone and do not represent the views of LVCS. Unless given permission by the Director, you are not authorized to speak on behalf of LVCS or to represent that you do so. If you are developing a site or writing a blog that will mention LVCS as a courtesy to the organization, please let the Director know in advance of publication. The Director may choose to visit your blog or social networking site from time to time.

You may not share information that is confidential and proprietary with regard to LVCS. This includes, but is not limited to, information about curriculum, school dynamics, school programs, future goals, or current challenges within the organization. These are given as examples only and do not cover the range of what LVCS considers confidential and proprietary. If you have any questions about whether information has been released publicly or doubts of any kind, speak with the Director.

When writing a blog or participating in any other social networking site, teachers will be required to speak respectfully about LVCS and our current and potential employees, students, parents, and competitors. Do not engage in name-calling or behavior that will reflect negatively on the organization's reputation. Note that the use of copyrighted materials, unfounded, harassing, libelous, or derogatory statements, or misrepresentation is not viewed favorably by LVCS and can result in disciplinary action, up to, and including termination.

All employees who engage in social networking are legally liable for anything he/she writes or presents online. Employees can be disciplined by LVCS for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. You can also be sued by LVCS's employees, competitors, and any individual or company that views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment.

Confidential information does not include information about the terms and conditions of your

employment, such as wages, benefits, workplace safety and other topics an employee has the right to discuss with other employees under the law. Nothing in this policy prevents an employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee may have reason to believe is unlawful.

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

Failure to comply with LVCS's social medial policy will result in disciplinary action, up to, and including, immediate termination.

EQUIPMENT POLICY

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

LAPTOP COMPUTERS

Each full-time exempt employee receives a laptop computer for use in carrying out day-to-day functions such as lesson planning, email, enhancing classroom instruction, and using school-provided software for administrative duties (i.e. tracking attendance, logging grades, posting comments, etc.). Employee-issued laptops are property of LVCS. Employees are required to treat their laptops with great care. Laptops may never be left unattended or in unlocked classrooms. Employees are required to bring their laptop computers home with them each night. Upon termination of employment, employees understand and agree that they must promptly return their school-issued laptop to the Charter School. Employees are responsible for reimbursing the Charter School for the cost of lost or damaged laptops when the loss or damage is due to a violation of this policy or the willful misconduct or negligence of the employee.

Employees acknowledge and understand that LVCS is the owner of the laptop and of all information contained on the laptop. Employees are discouraged from keeping personal information on their school-issued laptops or using the laptops for personal use. There should be no expectation of privacy with regard to a school-issued laptop and employees must return his or her laptop upon request by the Charter School for regular maintenance.

PERSONAL CELL PHONE USE

Personal cell phone use is not permitted while you are working. Cell phones should be silenced and stored with your other personal belongings while you are working, unless directed otherwise.

Notwithstanding the foregoing, employees may, in the event of an "emergency condition," access their mobile device or other communications device for seeking emergency assistance, assessing

the safety of the situation, or communicating with a person to verify their safety. For purposes of this policy, and “emergency condition” is defined as:

- Conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or
- An order to evacuate a workplace, a worksite, a worker’s home, or the school of a worker’s child due to natural disaster or a criminal act.

If you are required to perform business on a cell phone for LVCS while driving, you must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending, writing, or reading text-based communications on your cell phone while driving a School vehicle or your own vehicle to conduct School business is prohibited. Text based communications include, but are not limited to, text messages, instant messages and email.

Personal telephone calls, texts and messaging should be made and received during non-duty times. Personal cell phones or calling cards should be used for long distance personal calls. LVCS expects that cell phones will be turned on a silent/meeting answer mode while employees are on the job.

This policy is not intended, nor shall it be interpreted, to in any way limit the ability of an employee to:



- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

ADVERTISING AND PROMOTION ON CAMPUS

Public Information Materials

LVCS desires to promote positive relationships between the Charter School and the community. Therefore, certain materials from non-profit organizations meeting the criteria below may be approved for distribution by schools to students and their families.

To cooperate in publicizing community services, special events and public meetings of interest to students and parents/guardians, an administrator may approve the distribution of printed materials prepared by governmental agencies or non-profit organizations which extend the community’s cultural, recreational, artistic or educational opportunities.



Materials to be distributed shall not include any which:

- Are obscene, libelous, or slanderous, or which incite students to commit unlawful acts, violate school rules, or disrupt the Charter School’s orderly operation.

- Attack or denigrate any group on account of sex, race, color, religion, ancestry, national origin, handicap, or disadvantage.
- Proselytize or promote a particular religious message.
- Advocate or oppose any candidate for public office or any ballot measure.

Identification

All informational materials to be distributed shall prominently bear the name and contact location of the sponsoring group, and such materials shall carry the following prominently displayed disclaimer:

Dissemination

Public information materials approved by the Administrator or designee may be disseminated to students subject to reasonable time, place and manner restrictions. Students shall not be asked to distribute commercial advertising.

Advertising

Advertising of commercial products or services is prohibited, except in the instance of School approved fundraising programs that are intended to raise funds for the Charter School. Any such fundraising programs must be deemed to be a benefit to the Charter School and such activities must be approved in advance by the Administrator.

This policy is not intended, nor should it be interpreted, to in any way limit the ability of an employee to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

NEPOTISM POLICY

LVCS permits the employment of qualified relatives of employees, of the employee's household or immediate family as long as such employment does not, in the opinion of LVCS, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the employee's household. LVCS will use sound judgment in the placement of related employees in accordance with the following guidelines:

Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.

Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.

Employees who marry while employed, or become part of the same household are treated in accordance with these guidelines. That is, if in the opinion of LVCS, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time.

The Governing Board must approve any exceptions to this policy.

BUILDING SECURITY/SCHOOL KEYS/VIDEO SURVEILLANCE

All employees who are issued keys to the office and classrooms are responsible for their safekeeping. These employees will sign a BUILDING KEY DISBURSEMENT FORM upon receiving the key.

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

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

Employees are hereby notified security video cameras are installed at each school. Cameras are located only in public areas and not used in areas where there is a reasonable expectation of privacy. Specific uses of video are detailed in Board Policy 5014.

INTERNAL INVESTIGATIONS & SEARCHES

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

Whenever necessary, in LVCS's discretion, employees' work areas (*i.e.* desks, file cabinets,

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

VIOLENCE IN THE WORKPLACE

LVCS has adopted a policy prohibiting workplace violence including a Workplace Violence Prevention Plan. <https://www.longvalleycs.org/documents/Governance/01-WVPPlan-June-2024-A.pdf> Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect LVCS or which occur on LVCS property will not be tolerated. Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at LVCS or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

All threats or acts of violence occurring on LVCS premises, regardless of the relationship between LVCS and the parties involved.

All threats or acts of violence occurring off LVCS premises involving someone who is acting in the capacity of a representative of LVCS.

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

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

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

SECTION 11 – STANDARDS OF CONDUCT

PERSONAL APPEARANCE/STANDARDS OF DRESS

The Board of Directors believes that teachers and other LVCS staff serve as role models. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

The Board of Directors encourages staff; during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all staff shall adhere to the following standards of dress:

- Clothing and jewelry must be safe and appropriate to the educational environment.
- All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in dresses or skirts that are no higher than three (3) inches above the knee.
- Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, the Executive Director/Superintendent must grant prior approval.
- Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
- Skirts and dresses should be no higher than three (3) inches above the knee.
- All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- Clothing or jewelry that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- Appropriate shoes must be worn at all times.
- Executive Director will be the final arbiter of what constitutes appropriate dress and attire.

Professional Boundaries: Staff/Student Interaction Policy

LVCS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible. This policy is available on LVCS's website at [link](#).

Corporal Punishment

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment)

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

B. Examples of PROHIBITED actions (corporal punishment)

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

Acceptable and Unacceptable Behaviors

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

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

Some activities may seem innocent from a staff member's perspective but may be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or "grooming." Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. Violations could subject the teacher or staff member to discipline up to and including termination. *Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for any required disciplinary purposes.* Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Unacceptable Behaviors

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

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Site Administrator. It is recommended that any such gifts be filtered through the Executive Director along with the rationale therefor.
- Kissing of ANY kind
- Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.]
- Full frontal or rear hugs and lengthy embraces
- Sitting students on one's lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Furnishing alcohol, tobacco products, or drugs or failing to report knowledge of such
- "Dating" or "going out with" a student
- Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student for lunch
- Sharing a bed, mat, or sleeping bag with a student
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented
- Discussing your personal troubles or intimate issues with a student in an attempt to gain their support and understanding

- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without the express, advance written permission of the Executive Director and the student's parent or legal guardian
- Being alone in a room with a student at school with the door closed and/or windows blocked from view
- Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer
- Staff mirroring the immature behavior of minors
- Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.

Acceptable Behaviors

- Pats on the shoulder or back
- Handshakes
- "High-fives" and hand slapping
- Touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
- Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only
- Holding hands while walking with small children or children with significant disabilities
- Assisting with toileting of small or disabled children in view of another staff member
- Touch required under an IEP or 504 Plan
- Reasonable restraint of a violent person to protect self, others, or property
- Obtaining formal written pre-approval from Executive Director or designee to take students off school property for activities such as field trips or competitions, including parent's written permission and waiver form for any sponsored after-school activity whether on or off campus
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (Communication should be limited to school technology)
- Keeping the door wide open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing
- Keeping administration informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later

- Recognizing the responsibility to stop Unacceptable Behaviors of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Giving students praise and recognition without touching them
-
- Prioritizing professional behavior during all moments of student contact
- *Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.*

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

Boundaries Reporting

When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a strong suspicion of misconduct, he or she must report the suspicion to the Site Administrator or Executive Director promptly. Reasonable suspicion means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

Child Abuse / Sexual Abuse Reporting

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

Investigating

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

the Governing Board any conclusions reached. The investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

Consequences

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

SOCIAL MEDIA

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

Employees shall not accept students as friends on any personal social networking sites and are to decline any student-initiated friend requests. Employees must delete any students already on their personal "friends" list immediately. It is recommended that the employee set up a professional profile in which to accept "friendships" with students and parents. Teachers are not to initiate "friendships" with students or parents.

With regard to social networking content, employees should not use commentary deemed to be defamatory, obscene, proprietary, or libelous with regard to any school-related business or policy, employee, student, or parent. Additionally, employees should exercise caution with regards to exaggeration, obscenity, copyrighted materials, legal conclusions, and derogatory remarks or characterizations. Employees should weigh whether a particular posting puts his/her effectiveness as an LVCS employee at risk. LVCS encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Employees may not discuss students nor post images that include students.

Personal or Professional Blogs

If you are developing a website or writing a blog that will mention LVCS or its charters, you must identify that you are an employee of the organization and that the views expressed on the blog or web site are yours alone and do not represent the views of LVCS or one of its charters. Unless given permission by the Executive Director/ Superintendent, you are not authorized to speak on behalf of LVCS or its charters or to represent that you do so. If you are developing a site or writing a blog that will mention LVCS or its charters as a courtesy to the organization, please let the Executive Director/ Superintendent know in advance of publication. The Executive Director/ Superintendent may choose to visit your blog or social networking site from time to time.

You may not share information that is confidential and proprietary with regard to LVCS or its charters. This includes, but is not limited to, information about curriculum, school dynamics, school programs, future goals, or current challenges within the organization. These are given as examples only and do not cover the range of what LVCS considers confidential and proprietary.

If you have any questions about whether information has been released publicly or doubts of any kind, speak with the Executive Director/ Superintendent.

When writing a blog or participating in any other social networking site, employees should speak respectfully about LVCS or its charters and our current and potential employees, students, parents, and competitors. Name-calling or behavior that will reflect negatively on the organization's reputation is discouraged. Note that the use of copyrighted materials, unfounded, harassing, libelous, or derogatory statements, or misrepresentation is not viewed favorably by LVCS and can result in disciplinary action, up to, and including termination.

All employees who engage in social networking are legally liable for anything he/she writes or presents online. Employees can be disciplined by LVCS for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create an unlawful hostile work environment. You can also be sued by LVCS's employees, competitors, and any individual or company that views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment.

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

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

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

Failure to comply with LVCS's social medial policy will result in disciplinary action, up to, and including, immediate termination.

PUBLIC RELATIONS

The Charter School's image in front of students, parents and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our students and parents, as well as to other LVCS stakeholders and the public. We will absolutely not tolerate conduct that might be interpreted as unlawful discrimination, harassment, or retaliation. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Executive Director.

PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the Charter School. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the Charter School. Other types of conduct that threaten security, personal safety, employee welfare and/or the School's operations also may be prohibited and will result in disciplinary action up to and including termination.

- Falsification of employment records, employment information, or other School records.

- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's.
- Damage, defacing, unauthorized removal, destruction, theft, deliberate or careless damage or loss of any School property or the property of any employee or third-party.
- Theft, deliberate or careless damage or loss of any School property or the property of any employee or customer.
- Carrying firearms or any other dangerous weapons (real or replica) on School premises at any time or while acting on behalf of the School.
- Provoking a fight or fighting during working hours or on School property.
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive.
- Consuming, possessing, or being under the influence of alcohol and/or drugs during working hours or at any time on School property or job sites.
- Carrying firearms or any other dangerous weapons on School premises at any time.
- Gambling on Charter School premises
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- Inefficiency – including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job duties or responsibilities
- Unreported absence on scheduled workdays.
- Unauthorized use of School equipment, time, materials, facilities, or the Charter School name.
- Sleeping or malingering on the job.
- Using ear buds or head phones during work hours.
- Failure to observe working schedules, including the required rest and meal periods.
- Engaging in criminal conduct whether or not related to job performance.
- Immoral or indecent conduct.
- Engaging in sabotage or espionage (industrial or otherwise).
- Dishonesty
- Release of confidential information without authorization.
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.
- Distributing unauthorized literature or any written or printed material during working time or in work areas. (Working time does not include your meal and break periods)
- Posting any notices on Charter School premises without prior written approval of management, unless posting is on a Charter School bulletin board designed for employee postings.
- Failure of an employee to obtain permission to leave work for any reason during normal working hours.
- Abuse of sick leave.
- Making or accepting personal telephone calls during working hours except in emergencies.
- Failure to provide a physician's certificate when requested or required to do so.
- Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.

- Making derogatory racial, ethnic, religious or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours.
- Violations of the sexual harassment policy
- Violation of any safety, health, security or School rule.
- Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
- Working overtime without authorization or refusing to work assigned overtime.
- Any conduct detrimental to other employees or the Charter School's interests or its efficient operations.
- Refusal to speak to supervisors or other employees.
- Failure to possess or maintain the credential/certificate required of the position.
- Failure to maintain an educational environment free from printed displays of profanity, obscenity, or that otherwise promote violations of school policies (use of drugs, alcohol, or violence, etc.) including, but not limited to, on clothing, pins, bumper stickers, etc., while on Charter School premises.
- Allowing a visitor onto campus without prior authorization and without the appropriate clearances.
- Failure to disclose a pending action against the employee's credential by the California Commission on Teacher Credentialing.
- Failure to supervise students

The School will not discipline employees for conduct that relates to employees' ability to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in concerted activity protected under federal, state or local law.

CONFIDENTIAL INFORMATION

You may, during the course of your duties be advised of certain confidential business matters and affairs of the Charter School regarding its business practices, students, suppliers and employees. Your duties may also place you in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the Charter School and not generally known to the public or competitors. Such proprietary information includes student information, competitive strategies, marketing plans, personnel information and financial information. You shall not, either during your employment with the Charter School or any time in the future, directly or indirectly:

- Disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during your employment;
- Individually or in conjunction with any other person, firm, agency, school, client, business, or corporation, employ or cause to be employed any confidential information

- in any manner whatsoever, except in furtherance of the business of the Charter School;
- Without the written consent of the Charter School, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of the Charter School, except to the extent required in the ordinary course of your duties.

Upon termination of employment, employees are required to immediately return to the Charter School all property of the Charter School in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the Charter School.

This section is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engaging in protected concerted activity that employees have the right to engage in under federal, state or local law.

CONFLICTS OF INTEREST

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

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

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

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

This section is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engaging in protected concerted activity that employees have the right to engage in under federal, state or local law.

OUTSIDE EMPLOYMENT

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

- Prevent you from performing work for which you are employed at LVCS.
- Involve organizations that are doing or seek to do business with LVCS including actual or potential vendors.
- Violate provisions of law or LVCS policies or rules.
- When the employee is on a medical leave.

Your obligations to LVCS must be given priority. Full time employees are hired and continue employment with the understanding that LVCS is their primary employer and that other employment, commercial involvement or volunteer activity that is in conflict with the business interests of the Charter School is strictly prohibited.

EXPENSE REIMBURSEMENT POLICY

LVCS expects employees to act responsibly and professionally when incurring and submitting expenses. The organization will reimburse employees for reasonable expenses on pre-approved business. This includes, for example, travel fares, accommodations, meals, tips, and telephone, and pre-approved purchases made on behalf of the organization.

LVCS does not pay for local travel to and from the office (regular commute). If employees use their vehicles for pre-approved business travel, mileage will be reimbursed as per the IRS current mileage rates and for appropriate parking fees. LVCS will not be responsible for fuel, maintenance,

traffic or parking violations. Reimbursement for mileage must be requested on the “Mileage Reimbursement” form available from the Business Services Manager.

General guidelines

- Original receipts are required for reimbursement of all expenses; detailed receipts are necessary to show specific expenditures.

Receipts must be accompanied by a reimbursement request form which outlines:

- The nature of the expense
- The name and titles of the individuals involved
- The purpose for the expense

Reimbursement requests must be submitted with receipts and approved by the Executive Director/ Superintendent or designee and must be submitted within 30 days to HR Manager for payment.

Travel guidelines

Employees are expected to use their best efforts to choose the most economical means of travel that meet the approved goals of the trip. This includes:

- Flying coach class with the lowest available airfare for non-stop travel.
- Renting a full-size or smaller vehicle. Employees will be reimbursed for the fuel costs associated with renting a vehicle. The school will pay for rental insurance from the car rental company.
- Reasonably priced hotel accommodations. Request discounted rates where available.

For work-related trips, employees will be eligible for reimbursement of actual expenses for meals. Gratuities must be included on the receipt with a cap of 20%. Guidelines for the limit on meal amounts (pre-tax and gratuity) are based on the GSA.gov per diem rates (found here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>). Reimbursements will not be paid where other meal arrangements are provided. For example, a luncheon included with an event.

The following list includes examples of non-reimbursable expenses:

- Personal travel insurance
- Personal reading materials
- Childcare
- Toiletries, cosmetics, or grooming products
- Expenses occurred by spouses, children, or relatives
- In-room movies or video games
- Sporting activities, shows, etc.
- Snacks
- Alcohol with meals

Any questions related to the content of this policy or its interpretation should be directed to the Executive Director.

Cell Phone Reimbursement

All School employees who are required to use their personal cell phones for work-related purposes are eligible for a reimbursement of \$50.00 per month for a personal cell phone plan. The use of a personal cell phone must be approved by the Executive Director/ Superintendent. The reimbursement amount is intended to cover the proportion of the employee's personal cell phone plan which is used for work purposes. If an employee believes this amount is insufficient, the employee must provide the School with a copy of his or her most recent cell phone bill in the employee's name (either as the primary account holder or a user of the plan) as valid documentation that the employee has incurred an expense higher than the normal reimbursement. The School may periodically request follow-up documentation to verify that the employee is incurring the expense. If you believe you are entitled to an additional amount, please contact the Executive Director/Superintendent.

SECTION 12 – SAFETY

AIDS/HIV AND HEPATITIS B PRECAUTIONS

The basic principle is the use of Universal Precautions at all times to protect against infectious diseases. Universal Precautions should be used in all situations when handling the discharges of another person's body, and not limited for use with individuals known to be carrying a specific virus such as HIV or the virus causing hepatitis B. The only risk of exposure to these dangerous viruses in the school setting is by direct contact of infected blood to broken skin or mucous membranes. Appropriate Universal Precautions at the Charter School site include HANDWASHING with soap and water and the use of gloves. Teachers should call for the Maintenance immediately for any classroom clean up.

DRUG AND ALCOHOL POLICY

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

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

- Use, possession, offer for sale, or being under the influence of illegal drugs or alcohol during working hours, including meal and break periods, or in the presence of pupils.
- Use, possession, offer for sale, or being under the influence of illegal drugs or alcohol on School property at any time.

Employees taking physician-prescribed medications, which impairs the employee's job performance, should not report to work. Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform his or her specific job duties. This policy does not require or request the prescribing physician or the employee to identify

any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in his or her possession on the Charter School premises any prescription medication other than medications currently prescribed by a physician for the employee.

LVCS will not discriminate against employees for the use of cannabis/marijuana off the job and away from the worksite, nor will LVCS take disciplinary action against employees for such use, so long it does not result in the employee being under the influence of marijuana while on the job (e.g., using marijuana off-duty and outside of work and then coming to work while still under the influence/impaired).

TOBACCO-FREE SCHOOL

LVCS prohibits the smoking and use of tobacco and nicotine products anytime, anywhere in school owned or lease building(s), on school property and in school owned or leased vehicles. These prohibitions apply to all employees, students, and visitors at any school-sponsored program, activity, or athletic event held on or off school property.

- The definition of tobacco and nicotine products include smokeless tobacco, snuff, chew, clove cigarette, and electronic cigarettes that can deliver nicotine and non-nicotine vaporized solutions.
- Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic device that creates aerosol or vapor or of an oral smoking device for the purpose of circumventing the prohibition of smoking.
- Tobacco products include
 - Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco or snuff;
 - An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah; and,
 - Any component, part, or accessory of a tobacco product, whether sold or not sold separately.

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. In addition, any form of intimidation, threat, or retaliation against a person attempting to enforce this policy is prohibited.

Additionally, smoking is prohibited within 250 feet of any facility where a School sports event is taking place.

SECURITY

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of the Executive Director/Superintendent or site administrator, other employees or call 911. Report any suspicious persons or activities to the Executive Director/Superintendent or site administrator. Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time, and do not leave valuable and/or personal articles that may be accessible in or around your work area. Please report any problems with our security systems to the Executive Director/Superintendent or site administrator

PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on CHARTER SCHOOL property. Vehicle break-ins are on the rise throughout California. Be cautious: keep personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

USE OF PERSONAL VEHICLE FOR SCHOOL BUSINESS

Personal vehicles used by employees to conduct LVCS business must be insured by the employee's personal automobile insurer. LVCS's liability insurance applies on a secondary basis if the underlying personal auto insurance is insufficient. In no event does LVCS's automobile liability insurance coverage pay for damage to the employee's vehicle. Insuring your vehicle against collision damage is recommended for your protection.

PERSONAL PROPERTY

Employees who bring personal property to school for school use should mark the property with personal property of (their name) so that is easily identifiable and not included in the inventory of school equipment and supplies. Employees will not be reimbursed for the theft or loss of personal property.

SAFETY POLICY

LVCS is firmly committed to maintaining a safe and healthy working environment. All employees

of the Charter School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions, hazards or situations related to cleanliness to your supervisor or the Executive Director/Superintendent immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process or business practice for which the Charter School is responsible, bring it to the attention of your supervisor or the Executive Director/Superintendent immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Executive Director/Superintendent regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and the Executive Director/Superintendent.

LVCS has in place a written Injury and Illness Prevention Program and a Workplace Violence Prevention Plan as required by law. It is located on our website for review.

<https://www.longvalleycs.org/documents/Governance/01-WVPPlan-June-2024-A.pdf>

ERGONOMICS

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

CHEMICAL EXPOSURE WARNING

Employees should be aware that work areas might contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure in your work area, contact the site administrator. The Charter uses chemicals in some of its operations. Employees should receive training and be familiar with the handling, use, storage, and control measures relating to these substances if they will use or likely be exposed to them. Safety Data Sheets (SDS) are available for inspection. Employee must follow all labeling requirements.

SECTION 13-TERMINATION

VOLUNTARY TERMINATION

LVCS will consider an employee to have voluntarily terminated his or her employment if the employee does any of the following: (1) elects to resign from LVCS; (2) fails to return from an approved leave of absence on the date specified without notifying the Charter School for the need for continued leave including failure to communicate with the Charter School; or (3) fails to report for work without notice to LVCS for two consecutive work days.

In the event of a voluntary termination, LVCS requests that employees notify the Executive

Director/Superintendent as soon as possible and provide at least two weeks written notice. All LVCS property must be returned immediately upon terminating employment. LVCS retains the right to accept resignation immediately and pay the amount of straight time compensation an employee would have earned in lieu of further performance.

INVOLUNTARY TERMINATION

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct or other violations of LVCS's Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, pursuant to its at-will policy, LVCS reserves the right to terminate any employee at any time, with or without advance notice and with or without cause. If the employee is terminated before the end of the school year, LVCS will attempt to provide two weeks written notice.

DISMISSAL, DISCIPLINE, AND TERMINATION OF EMPLOYMENT

LVCS reserves the right to terminate any employee at any time, with or without cause or notice and nothing in this policy or handbook alters the at-will nature of employment with LVCS.

VERIFICATION AND REFERENCE POLICY

All requests for employment verification, references or personal information verification or disclosures must be directed to the Executive Director/Superintendent. Only the Executive Director/Superintendent is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees.

With respect to verification requests, LVCS will disclose only the dates of employment and the title of the last position held. LVCS will verify or disclose additional information about the employee only if the employee provides written authorization for LVCS to provide the information. However, LVCS will provide information about current or former employees as required by law or court order. LVCS will not provide any letters of reference for current or former employees. Please refer all questions about this policy to the Executive Director/Superintendent.

SECTION 14-INTERNAL COMPLAINT REVIEW

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

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

Internal Complaints

(Complaints by Employees Against Employees)

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

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

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

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

Policy for Complaints Against Employees (Complaints by Third Parties Against Employees)

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

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

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

1. The Executive Director or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Executive Director (or designee) finds that a complaint against an employee is valid, the Executive Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.

3. The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

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

SECTION 15-APPENDICES AND ACKNOWLEDGEMENT

APPENDIX A-HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

If you are an employee of the Charter School, you may file this form with the Executive Director/Superintendent, HR Manager, or Governing Board President.

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

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

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

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



HARASSMENT/ DISCRIMINATION/ RETALIATION COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

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

Signature of Complainant

Date: _____

Print Name

Received by: _____ Date: _____

APPENDIX B-INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present:

Where did the incident(s) occur?

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by LVCS:

Received by: _____ Date: _____

Employee Handbook Acknowledgement

By my signature below, I acknowledge that I have received a copy (digital or printed) of Long Valley Charter's Employee Handbook including appendices on the date indicated below and agree to my at-will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook.

I also acknowledge that I have received a copy of Long Valley Charter's Harassment Discrimination and Retaliation Prevention Policy which is in the Employee Handbook (Appendix A). I understand and agree that it is my responsibility to read and familiarize myself with this policy and all the provisions of the Employee Handbook. I understand that Long Valley Charter is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature below certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.

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

Just as I am free to terminate the employment relationship with Long Valley Charter at any time, Long Valley Charter, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and Long Valley Charter for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. This is the entire agreement between Long Valley Charter and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with Long Valley Charter, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook.

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

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

Employee Name (print) _____

Employee Signature: _____ Date: _____

Please sign and date. Return to El Roper.