

**Sacramento Valley Charter School**  
**Check Detail**  
**June 23 - July 14, 2021**

<b>Date</b>	<b>Transaction Type</b>	<b>Num</b>	<b>Name</b>	<b>Memo/Description</b>	<b>Amount</b>
06/30/2021	Check	4420	US Bank	For Kindergarten & 8th grade graduation decoration supplies	200.72
				For Microsoft & Wave Cloud sub service	345.80
				For Best Version Media	284.00
				For Mailing & Postal Stamps	220.00
				For office Supplies	198.63
				For Class-Room Supplies	337.70
				Classroom Supplies for Ms. Anaya & Ms. Hope	37.00
				For Professional Staff Meeting & Training for Dr. Boudreau	1,227.61
				Professional Staff Meeting for Summer Boost Program	254.57
				Breakfast & Lunch Grocery for Summer Boost Program	801.84
				For Lunch Grocery - Hybrid Learning	769.58
					<b>\$ 4,677.45</b>
06/30/2021	Check	4421	T-mobile	For 51 Hotspot Connection	1,020.00
06/30/2021	Check	4422	Teresa Phillips	Reimbursement for Classroom Supplies	72.33
06/30/2021	Check	4423	Christine Boudreau	Reimbursement for the Classroom Supplies	65.76
06/30/2021	Check	4424	Madisen Lester	Reimbursement for 1st grade Supplies	99.43
07/02/2021	Check	4425	Sikh Temple - Rent Payable	Invoice for the month of July 2021	23,362.00
07/02/2021	Check	4426	Manmohan Singh	Transport Students to School from West Sacramento - 4 days	260.00
07/02/2021	Bill Payment (Check)	4427	Vicky Dali CPA LLC	Invoice or the month of June 2021	3,281.25
07/02/2021	Bill Payment (Check)	4428	Sikh Temple	For Lunch grocery - Milk	65.80
07/02/2021	Check	4429	Wave Broadband	For Phone & Internet	52.51
07/02/2021	Bill Payment (Check)	4430	Andrea Anaya	Reimbursement for Classroom Supplies	96.87
07/02/2021	Check	4431	MetLife	For LTD & ADD	318.49
07/02/2021	Bill Payment (Check)	4432	Madisen Lester	Refunding overpayment Premium	34.37
07/02/2021	Bill Payment (Check)	4433	New Horizon Flooring	Invoice for the month of June & Summer Boost	3,633.00
07/06/2021	Bill Payment (Check)	4434	Brustein & Mansevit, PLLC	CDC Workshop for LEAs on CARES Act and CRRSAA- Vicky Dali	195.00
07/06/2021	Check	4435	Christine Boudreau	Reimbursement for Lab Supplies - Middle School	46.56
07/06/2021	Check	4436	Quill.com	For Thermal Laminator pouches- Ms. Kang & Ms. Olson	93.07
07/07/2021	Check	4437	Houghton Mifflin Harcourt	For Go Math Books - 1st - 8th garde	3,903.83
07/07/2021	Check	4438	WageWorks	For Cobra Service	40.00

07/07/2021	Check	4439 River City Fire Equipment Co. Inc.	Change Fire Ext. - Bus S7	25.00
07/09/2021	Bill Payment (Check)	4440 Washington Unified School District	For 2020/21 Oversight Fee	26,224.55
07/09/2021	Bill Payment (Check)	4441 Total Education Solution	For Special Education - June Invoice	50.00
07/09/2021	Bill Payment (Check)	4442 Gurdeep singh	Transport Student from Bicentennial Circle to School - Summer Boost	910.00
07/09/2021	Check	4443 Renaissance	For Star Reading Subscription Renewal	3,738.00

Monday, Jul 12, 2021 07:19:40 PM GMT-7



**Consulting and Service Agreement  
between  
Total Education Solutions, Inc.  
and  
Sacramento Valley Charter School**

**2021-2022**

**Total Education Solutions  
CONSULTING AND SERVICES AGREEMENT**

This Consulting and Services Agreement ("Agreement") is entered into as of the Commencement Date set forth in Section 1 below by and between Total Education Solutions, Inc. ("TES"), a California corporation, and Sacramento Valley Charter School ("Client").

**RECITALS**

- A. TES engages in the business of providing education, therapeutic, and consulting services to nonprofit and for-profit education and social services agencies.
- B. Client is a charter school that offers educational/therapeutic programs to students at locations identified on Appendix B hereto (the "Service Locations") or online.
- C. Client wishes to engage TES to provide certain services with respect to Client's education and/or social service program (the "Program") and TES wishes to provide such services, pursuant to the terms and conditions set forth below.

**AGREEMENT**

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. **COMMENCEMENT DATE AND TERM**  
This Agreement shall commence at 12:01 a.m. on July 1, 2021 (the "Commencement Date"), and shall continue until 11:59 p.m. on June 30, 2022 (the "Term").
2. **SERVICES TO BE PROVIDED BY TES**  
During the Term of this Agreement, TES shall provide the services described on Appendix C hereto in connection with the Program (the "Services") to students/clients assigned by Client and TES shall provide personnel as TES determines are reasonably necessary to provide the Services (the "TES Personnel"), according to the Client's written or electronic Request for Service.
3. **ADDITIONAL SERVICES**  
If Client requests any services from TES in addition to the Services, such additional services will be provided by TES only if the parties have mutually agreed in writing or by electronic request upon the specific additional services, the scope of such additional services, and the additional compensation to TES for such additional services.
4. **CALENDAR**  
Services will not be provided by TES on Client holidays. Client breaks, or TES holidays without client written approval. Client must provide a copy of the client's calendar to TES prior to the start of commencement of this Agreement and provide at least 10 business days' notice of other closures to avoid paying TES for missed sessions.  
TES observes the following legal holidays: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Cesar Chavez Day, and Memorial Day. If TES holidays do not coincide with Client holidays, make-up services will be offered to Client's students. Unless specifically stated in writing by Client, non-direct client services, such as IEP preparation and report writing may be billed on client-designated "teacher work days" and "in-service days".

5. RECORDS

TES agrees that all files, documents, records, and materials created by TES in the course of providing the Services during the Term of this Agreement, other than TES' internal and business documents, shall be the property of Client. TES agrees that upon expiration or termination of this Agreement for any reason, upon request TES shall deliver such property of Client to Client, subject to Sections 12(e)(ii) below. Both during and after the Term of this Agreement, TES shall be permitted to inspect and/or duplicate, at its own expense, any individual student file or record regarding the Program to the extent necessary to assure proper provision of Services, to meet professional responsibilities to students, to assist in the defense of any claim or threatened claim against TES or TES Personnel, and for the resolution of billing disputes, provided that such inspection or duplication is permitted and conducted in accordance with then applicable legal requirements and then prevailing standards for the confidentiality of student records. TES Personnel shall not disclose pupil records to any unauthorized person or entity without the consent required by The Family Educational and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) and any other applicable laws, unless the disclosure is otherwise permitted by law.

6. RESPONSIBILITIES OF CLIENT

- (a) **Service Frequency & Duration.** Client will notify TES of the agreed upon service provision by requesting the service in TES TotalView or through an Individual Service Agreement (ISA), and provide prior notice to TES of any changes to the service provision or termination of services by updating the request in TES TotalView or submitting a new ISA.
- (b) **Student Records.** During the term of this Agreement, Client shall provide TES with such Student records, including, but not limited to Individualized Education Plans ("IEP") or Individual Family Service Plan ("IFSP"), as may be reasonably necessary for the proper provision of the Services. In accordance with Federal laws, special education services, such as those provided by TES, cannot be delivered to special education student without IEP/IFSPs or written signed consent. TES must verify an IEP/IFSP prior to provision of Services to students. For other students, written or electronic request is required as outlined in 6a above in order to provide non-IEP/IFSP services.
- (c) **Notice of Meetings.** Client shall provide TES with no less than ten (10) business days advance written notice of any and all meetings involving students in the Program provided by TES such as IEP/IFSP meetings, etc. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays, or holidays.
- (d) **Compliance with Laws.** During the Term of this Agreement, Client shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances, and rules relating to its business in general and the provision of special education services in particular.
- (e) **Compliance with TES Policies.** During the Term of this Agreement, Client shall comply in all respects with TES policies and procedures relating to student absences, difficulty contracting/serving students, and service refusal.
- (f) **Facilities & Parking.** TES will provide Services to Client at Client's facility, TES Clinics, agreed upon public location or online, and Client shall provide a facility (including space, facilities, furniture and furnishings) reasonably necessary for TES to provide the Services. TES utilizes a web-based database to document services, including student attendance and progress notes. Client shall provide all TES employees assigned to serve Client's student access to an on-site computer with connection to the Internet. The on-site computer does not need to be for the exclusive use of TES employees, and use of Client's computer(s) by TES employees will be solely for documentation purposes. There shall be no charge to TES to utilize Client owned, controlled, or leased sites or facilities and equipment arising from or related to the provision of Services. Additional Client sites or facilities may be added only if the parties have mutually agreed in writing. Parking will be made available to the assigned TES service provider if adequate and accessible street parking is unavailable. If Client is unable to provide parking to the TES personnel the Client will be invoiced for parking expenses on a monthly basis to cover incurred costs while on site providing services.
- (g) **Access to WiFi.** Client will provide TES service personnel with WiFi/Internet accessibility while on site providing agreed upon services. If WiFi is unavailable due to network restrictions, the Client will be billed a monthly service charge for the provider to have access to WiFi through a mobile hotspot at \$50/month/provider and will be added to the monthly invoice for services.

- (h) **Payment.** Client shall compensate TES for the Services as provided in Section 9 below. TES will invoice each Client's site as indicated in Appendix B to include the date(s) and the start and end time for each type of service provided. Services are documented electronically in TES' system. The client will determine additional documentation requirements before services commence.

7. ADDITIONAL RESPONSIBILITIES OF TES

- (a) **Qualifications, Credentials, Licenses.** All TES Personnel will be qualified in all material respects to provide the Services they provide on behalf of TES hereunder. All instructors and therapists provided by TES under this Agreement will meet State of California requirements for providing the Services, such as holding an appropriate California credential, certification or license and/or TB test clearance appropriate for providing the requested service. Upon written request, TES shall provide Client with a list of all TES Personnel that will serve student enrolled in the Program. Such a list will identify the credentials/licenses held by each of the TES Personnel. An officer of TES shall certify to Client that TES Personnel providing instruction or therapy services hereunder are trained and accept responsibility as mandated child abuse reporters pursuant to California law, which certification shall accompany the list described in this Section 7(a).
- (b) **Fingerprinting Requirements.** TES shall conduct such criminal background checks of all TES Personnel through the Department of Justice ("DOJ") as required by applicable law and, upon receipt of DOJ clearance, certify to Client that no TES Personnel working with student of Client have been convicted of a violent or serious felony (as defined by applicable law) or are the subject of a criminal action pending upon charges of commission of a violent or serious felony (as defined by applicable law). The list of TES Personnel described in Section 7(a) above shall identify those TES Personnel who have been so cleared by DOJ.
- (c) **Commencement of Services.** TES will contact student and/or the student's parent or guardian if requested to do so by the Client, for the purpose of commencing services to such student within ten (10) business days after written notification from the Client (in one of the manners permitted by Section 6(a)) below, which includes TES TotalView and/ISA.). TES shall have (5) business days following such notification to notify Client in writing if TES is unable to commence Services to a student due to type of service requested or because the service requested is not otherwise consistent with the obligations of TES set forth in this Agreement. Should TES not be able to provide such requested Services, TES will notify Client in Writing, within ten (10) calendar days.
- (d) **Attendance Reporting.** TES shall keep accurate records of Student attendance and time spent by TES Personnel in providing Services to student in the Program.
- (e) **Service Logs.** TES Personnel shall maintain auditable logs of Services provided. Such logs will be made available to Client, upon request, within five (5) business days. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays or holidays.
- (f) **Program Monitoring.** TES shall comply with Client's reasonable requests for periodic monitoring of student progress. Client shall have access to observe student in the instructional setting, to interview the TES Personnel providing instruction or therapy to Client's students, and to review the progress of such student, provided that TES shall be compensated (in accordance with Section 9) for all time spent by TES Personnel in such interview and review processes.
- (g) **Progress Reports.** Upon request, TES shall provide Client with a progress report which shall identify current levels of performance of such student by agreed upon dates each school year.
- (h) **Annual Reviews.** For each student assigned to the Program by Client, TES shall provide Client with a progress report that shall identify current levels of performance and suggested goals of the student at least four (4) business days prior mutually agreed upon dates such as scheduled IEP/IFSP meetings provided that TES has been given no less than ten (10) business days advance written notice of such IEP/IFSP meetings as required by Section 6(c) above.
- (i) **Compliance with Laws.** During the term of this Agreement, TES shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to the provision of special education services.
- (j) **Equal Treatment.** TES and its employees shall not unlawfully discriminate against any person in the provision of services on account of disability, race, color, religion, ethnic origin, age, gender or sexual orientation.

- (k) Familiarity with student records. TES Personnel shall review and familiarize themselves with student records such as IEP/IFSPs provided to TES pursuant to Section 6(b) above. TES Personnel shall review and become familiarized with documents provided to TES by Client or otherwise made available to TES relating to the individual needs of student in the Program, including but not limited to evaluations, reports, observations, and family history.
- (l) TES Client Information. TES may provide access to specific client information through its online portal, TES TotalView, and hereby grants to Client a non-exclusive license while this Agreement is in effect for the sole and exclusive purpose of fulfilling its obligations to TES and allowing TES to fulfill its obligations under this Agreement. Client acknowledges and agrees that TES TotalView and its related services and information constitute the property of TES and TES Proprietary Information (as defined in Section 15(a) below) and that Client's use of the TES TotalView is subject to Section 15(a) below. Without limiting the generality of the foregoing, Client agrees that (1) access to TES TotalView will be terminated upon the expiration or earlier termination of this Agreement, and (2) Client may not copy or reproduce the information found in TES TotalView, in whole or in part, without the prior written consent of TES (which TES may grant or deny in its sole and absolute discretion). Upon the expiration or termination of this Agreement, Client will cease any further use of TES TotalView except for the information required to be part of official school and pupil records under Federal and State regulations, as allowed by this Section.

8. CORPORATE INFORMATION/CONFLICTS OF INTEREST

Upon request, TES and Client shall agree to furnish each other copies of their respective current corporate bylaws and a current list of their respective Boards of Directors and corporate officers. TES and Client mutually agree to take such actions as may be reasonable and necessary to avoid any actual or potential conflicts of interest.

9. COMPENSATION AND METHOD OF PAYMENT

- (a) Compensation. In consideration for the TES Services, Client shall compensate TES at the rates set forth on Appendix D, which rates shall be subject to adjustment as provided in Appendix D (the "Service Rates"). Compensation shall be payable by Client on a monthly basis as follows:
- (i) Within fifteen (15) business days of the last day of each month during the Term of this Agreement, TES shall submit an invoice to Client for Services provided during such month at the rates described in Appendix D, showing a credit to Client for the amount of the Prepayment for that month, and accompanied by true and complete copies of the attendance and time records described in Section 7(d) above. Special requests of additional information or documentation beyond TES' usual and customary documentation must be agreed to in advance in writing and not create undue burden to TES. If the request requires a significant amount of time, a service charge will be added to each invoice to cover our out of pocket expenses. Each undisputed invoice so delivered shall be due and payable in full by Client within thirty (30) calendar days, subject to paragraph (ii) below.
- (ii) If Client has a bona fide, good faith dispute with respect to whether a particular Service identified in a TES invoice hereunder was actually provided in accordance with the terms of this Agreement, Client shall give written notice to TES describing such dispute in reasonable detail within thirty (30) calendar days of the date of such invoice, accompanied by payment in full of all amounts shown on such invoice that are not the subject of the dispute(s) described on such notice. TES and Client shall use their best reasonable good faith efforts to resolve such dispute within the thirty (30) calendar day period following such notice, and Client will provide to TES all student and other records relevant to the disputed charges. If such dispute cannot be resolved within such thirty (30) day period, either TES or Client may terminate this Agreement on not less than forty (40) business days written notice pursuant to Section 12(b) below, and either party, regardless of whether the Agreement is then terminated, shall have the right to submit the dispute to mediation and arbitration in accordance with Section 16(j) below. The failure of Client to notify TES as to any disputed invoice or portion thereof in writing within thirty days pursuant to this subsection shall be a stipulation by Client that the charges therein are accurate and a waiver of any objection to those charges.
- (iii) For payments not received within thirty (30) calendar days as described in paragraph (i) above, Client shall pay a late charge of 3% interest on the outstanding balance, compounded monthly. Client agrees

- (b) Time for Which Compensation is Payable. TES shall be compensated in accordance with Appendix D for all time spent by TES Personnel providing Services and administrative support which consist of instruction or therapy to student in the Program, completion of Progress Reports and Session Progress Notes, and consultation to Client, Client's staff and parents of Program students, scheduling, and also for time scheduled for such instruction or therapy by Client or the parents of a student in the Program even if the student is not in attendance, unless TES or the assigned TES Personnel has been given no less than 24 hours advance notice that the student will not attend or that the scheduled instruction or therapy has been cancelled.

- (c) Payment Address and Methods of Payment. Client will make all payments payable to: Total Education Solutions at 625 Fair Oaks Avenue, Suite 300, South Pasadena, CA 91030. Attn: Accounting Department. TES accepts checks, money orders, credit cards, or ACH.

10.

INSURANCE

- (a) Insurance Obligations of TES. TES shall procure and maintain the following insurance while this Agreement is in effect:
- (i) General Liability Insurance. General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation, covering all activities of TES Personnel at Client's facilities. In performance of TES' obligations under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per total general aggregate limit. TES agrees to provide Client with a Certificate of Insurance.
- (ii) Workers' Compensation And Employers' Liability. Workers' disability compensation insurance covering each TES employee providing Services to Client hereunder, which insurance shall comply with all applicable legal requirements.
- Part A. Statutory Limits
- Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability
- (b) Insurance Obligations of Client. Client shall procure and maintain the following insurance while this Agreement is in effect:
- (i) General Liability Insurance. General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per aggregate limit.
- (ii) Workers' Compensation and Employers' Liability. Workers' disability compensation insurance which insurance shall comply with all applicable legal requirements.
- Part A. Statutory Limits
- Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability

11. INDEMNIFICATION

- (a) Indemnification by TES. TES shall defend, indemnify, and hold harmless Client and its officers, directors, agents and employees from all liabilities and claims for damages for death, illness, or injury to persons or damage to property (including without limitation, consequential damages) resulting from the negligence or willful misconduct of TES or its agents, employees, or subcontractors in performing TES' obligations hereunder.

- (b) Indemnification by Client. Client shall defend, indemnify, and hold harmless TES and its officers, directors, agents, shareholders, and employees from all liabilities and claims for death, illness, or injury arising to persons or damage to property (including, without limitation, consequential damages) arising from Client's operation of its business and/or resulting from the negligence or willful misconduct of Client or its agents, employees, or subcontractors (other than TES).
- (c) Notice, Cooperation, and Opportunity to Defend. The Party entitled to be indemnified under this Section 11 (the "Indemnified Party") shall promptly notify in writing the party required to provide indemnification under this Section 11 (the "Indemnifying Party") of any matter giving rise to an obligation to indemnify and the indemnifying Party shall defend such claim at its expense with counsel reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party may not settle any such claim without the consent of the Indemnified Party, which consent will not be unreasonably withheld, conditioned, or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and to make reasonably available to the Indemnifying Party any records or documents in the possession of the Indemnified Party that are relevant to or necessary to defend such claim. If the Indemnified Party desires to participate in the defense of a claim being defended by the Indemnifying Party, it may do so at its sole cost and expense, provided that the Indemnifying Party shall retain control over such defense. In the event the Indemnifying Party does not defend and resolve such claim, the Indemnified Party may do so without the indemnifying Party's participation, in which case the Indemnifying Party shall pay the expenses of such defense and any settlement, award, or judgment arising therefrom, and the Indemnified Party may settle or compromise such claim without the Indemnifying Party's consent. The failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice.
- (d) Without in any way limiting the foregoing, each party shall bear responsibility for receiving, replying to, and/or complying with any audit exceptions or compliance investigations made by any state or federal agencies that are the result of the acts, omissions or conduct of such party or its respective employees or agents.
- (e) The provisions of this Section 11 shall expressly survive the expiration or termination for any reason of this Agreement.

## 12.

### TERMINATION

- (a) Without Cause. Either party may terminate this Agreement, without cause, upon at least sixty (60) business days prior written notice.
- (b) Dispute Over Charges. Either party may terminate this Agreement upon no less than forty (40) business days' notice as provided in Section 9(a)(ii) above.
- (c) For Nonpayment. TES may terminate this Agreement for Client's breach of its obligations to timely pay amounts due to TES under Section 9(a)(i) or 9(b) above, provided that TES gives written notice of such breach and Client does not pay TES the amount due (plus any interest due thereon under Section 9(a)(iii) above) within five (5) business days of such notice.
- (d) With Cause. Either party may terminate this Agreement upon the other party's material breach of any term or condition of this Agreement (other than a breach described in paragraphs (b) or (c) above) by giving not less than twenty (20) business days written notice of termination to the other party.
- (e) Effect of Termination. Upon the expiration or termination for any reason of this Agreement,
- TES will, within twenty (20) business days of termination, present a final invoice for all TES Services provided through the effective date of termination, which shall be due and payable in full within twenty (20) business days of delivery to Client, subject to Section 9(a)(iii) above.
  - TES shall, upon receipt of the payment described in Section 12(e)(i) above, turn over to Client all records of Client maintained by or under the control of TES.
- (f) All obligations of the parties, except for those described in this Section 12 and those that, by the express terms of this Agreement, expressly survive its expiration or termination, shall cease.

## 13.

### INDEPENDENT CONTRACTORS

The parties hereto acknowledge and agree that the relationship created between TES and Client as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the parties. Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits, and worker's disability compensation insurance with respect to all personnel employed or contracted by such party and shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, contractors, representatives and employees, from and against any and all liability, loss, damages, claims, causes of action, and expenses associated therewith (including without limitation attorneys' fees) caused or asserted to have been caused, directly or indirectly, by or as a result of same. The provisions of this Section shall survive the expiration or termination for any reason of this Agreement.

## 14.

### NO HIRE AGREEMENT

- (a) No Hiring by Client.
- Client recognizes that each of the TES Personnel are unique and valuable resources of TES who have been trained by TES, that the Services to be provided hereunder are feasible only if TES Personnel have access to and interaction with Client and its agents and representatives under the terms of this Agreement, and that, but for this Agreement, Client would not have access to TES' employees. Client further acknowledges that TES Personnel have certain legal obligations, arising in contract and otherwise, to TES, which include obligations not to accept positions with TES' clients without the prior written consent of TES, not to solicit any TES client for employment or a competing business, or otherwise take any action to interfere with the relationship between TES and its clients. Accordingly, Client agrees that during the No Hire Period, neither Client nor any person who serves as an officer, director, employee, or agent of Client at any time during the term of this Agreement ("Client-Affiliated Person") shall, without the prior written consent of TES (which TES may grant or deny in its sole and absolute discretion), hire, employ, or contract with any TES Personnel or any other person(s) employed by TES at any time during the six (6) months immediately preceding such hiring, employment, or contracting, or directly recruit or solicit any such person(s) to become employed by or to contract with Client or any other person or entity, unless Client pays to TES a Recruiting Fee (as defined in Section 14(b)(ii) below) for each such person Client or any Client-Affiliated Person hires, employs, or contracts with, or agrees to hire, employ, or contract with during the No Hire Period (herein, a "Hired TES Worker").
  - The Recruiting Fee for each Hired TES Worker will be the greater of (A) ten-thousand dollars (\$10,000.00), (B) 10% of the Hired TES Worker's annual salary at the time of termination of his or her employment or contract with TES, or (C) 10% of the total compensation paid by TES to the Hired TES Worker during the twelve (12) months immediately preceding termination of his or her employment or contract with TES. The Recruiting Fee shall be additional compensation due to TES under Section 9 herein, shall be invoiced to Client in accordance with Section 9, and shall be due and payable in full within ten (10) calendar days, notwithstanding the provisions of Section 9(a)(ii) and subject to the provisions for the payment of interest and collection costs in Section 9(a)(iii). TES shall be entitled to apply all payments received from Client to any unpaid Recruiting Fee prior to any other item of Compensation due to TES under Section 9 herein. The parties agree that the damages TES would suffer as a result of Client's or a Client-Affiliated Person's hiring, employment, or contracting with any Hired TES Worker would be difficult or impossible to quantify and that the Recruiting Fee constitutes a reasonable, good-faith estimate of those damages based on all information known and discoverable by the parties as of the date hereof. In the event Client challenges the enforceability of the Recruiting Fee and the Recruiting Fee is held to be unenforceable by a court or arbitrator, generally or with respect to a specific Hired TES Worker, TES shall be entitled to any and all damages or other relief provided in law or in equity, including attorney fees and costs.
- (b) Notification Costs. Upon a breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney fees and collection costs, in connection with any breach or enforcement of the breaching party's obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.

- (c) **Equitable Relief and Indemnification.** Each party acknowledges that and agrees that due to the unique nature of TES Personnel and the employees of Client, respectively, and the competitively valuable nature of the trade secrets and confidential information of the other party to which its employees and contractors have access and knowledge, any breach of a party's obligations under this Section 14 may allow the breaching party or third parties to complete unfairly with the non-breaching party, resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. In addition, upon any breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney's fees, in connection with any breach or enforcement of the breaching party's obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.
- (d) **Survival.** The obligations of the parties under this Section 14 shall expressly survive the expiration or termination for any reason of this Agreement.

#### 15. **CONFIDENTIALITY**

- (a) **TES Proprietary Information.** Client acknowledges and agrees that TES owns all rights, titles and interests in and to the TES materials and TES systems used in the performance of the Services hereunder, including, without limitation, all trade secrets, policies, procedures, know how, protocols, manuals, operating manuals, specifications, software, forms, education materials, financial information, as well as additions and modifications thereto developed and/or used by TES in the furtherance of TES operations and in performance of TES' obligations under this Agreement (collectively the "TES Proprietary Information"). Client shall maintain the confidentiality of all such TES Proprietary Information and shall not divulge such information to any third parties both during the term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligations under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any TES Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Client shall not directly or indirectly, without the express prior written permission of TES, use the TES Proprietary Information for any purpose except to the limited extent necessary for the provision of Services under this Agreement. Upon termination of this Agreement for any reason, Client shall cease all use of TES Proprietary Information and shall return to TES all manifestations and copies thereof in Client's possession or control except to the extent Client is allowed continued use of completed forms as set forth in Section 7(i).

- (b) **Client Proprietary Information.** TES acknowledges and agrees that in the course of performance of its obligations under this Agreement, TES will have access to certain information proprietary to Client, which may include but is not limited to trade secrets, policies, procedures, operating manuals, specifications, software, business or strategic plans, budgets, salary information, contractual arrangements or negotiations, financial information, and employee information (collectively, the "Client Proprietary Information"). All of such Client Proprietary Information shall be and remain the property of Client at all times, and TES shall have no right, title or interest therein. TES shall maintain the confidentiality of all Client Proprietary Information and shall not divulge such information to any third parties, except (i) as may be necessary for the discharge of its obligations under this Agreement and (ii) as required by law. TES shall take reasonable precautions against disclosure of any Client Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Upon termination of this Agreement for any reason, TES shall cease all use Client Proprietary Information and shall return to Client all manifestations and copies thereof in TES' possession or control except to the extent that the information is retained for TES' internal and business records.

- (c) **Equitable Relief and Indemnification.** Each of the parties acknowledges and agrees that due to the unique nature of its proprietary information there can be no adequate remedy of law for any breach of its obligations hereunder, and that any such breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to temporary, preliminary, and permanent injunctive relief in addition to whatever other remedies it might have at law and equity and to be indemnified by the breaching party from any loss or harm, including without limitation, actual attorney fees, in connection with any breach or enforcement of the breaching party's obligations hereunder or the unauthorized use or release of any such proprietary information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware.

- (d) **Exceptions.** Notwithstanding anything else in this Agreement, claims for monies due, claims for services rendered, claims for injunctive relief as provided for in Section 15(c) above, and/or claims for grant or financial assistance reimbursement due may, at either party's option, be brought separately and immediately in a court of competent jurisdiction or pursued through mediation as set forth below. In the event that a party pursues claims for monies due in court, all other disputes herein shall be subject to good faith mediation.
- (e) **Survival.** The obligations of the parties under this Section 15 shall expressly survive the expiration or termination for any reason of this Agreement.

#### 16. **MISCELLANEOUS**

- (a) **No Third Party Beneficiaries.** The parties intend that the benefits of this Agreement shall inure only to TES and Client and not to any third person.
- (b) **Entire Agreement.** This Agreement, together with all appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all other and prior agreements on the same subject, whether written or oral, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof.
- (c) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement or the rights, interests or obligations hereunder without the consent of the other party.
- (d) **Counterparts.** This Agreement, and any amendments thereto, may be executed in counterparts, each of which shall constitute an original document, but which together shall constitute one and the same instrument.
- (e) **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not effect in any way the meaning or interpretation of this Agreement.

- (f) **Notices.** Any notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered: upon personal delivery or delivery by facsimile or electronic mail (provided that, in the case of facsimile the sender shall have obtained electronic or other confirmation of actual delivery, and in the case of electronic mail, the sender shall have delivered to both e-mail addresses identified below and shall not have received an electronic notice of non-delivery); twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail via registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to TES:  
 Total Education Solutions  
 1337 Howe Ave., Suite 107  
 Sacramento, CA 95825  
 Attention: Catherine Bear-Anderson, Business Support Manager  
 Phone: 916-564-5010  
 E-mail: [cbear-anderson@tesides.com](mailto:cbear-anderson@tesides.com)

Pending move – Fall 2021  
 3320 Data Drive, Suite 400  
 Rancho Cordova, CA 95670

If to Client:  
 Sacramento Valley Charter School  
 2399 Sellers Way  
 West Sacramento, CA 95691-3046  
 Attention: Dr. Amrik Singh, Principal  
 Phone: 916-596-6422  
 Email: [info@sacvalleycharter.org](mailto:info@sacvalleycharter.org)

- (g) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to choice of law provisions.

(h) Waiver, Amendment. No waiver, amendment, or modification of this Agreement shall be effective unless the waiver, amendment, or modification is in writing and signed by the party against whom the waiver, amendment, or modification is to be enforced. Any waiver of any provision of this Agreement shall only be effective for the specific instance and circumstance for which the waiver is given, and the waiver shall not affect the continuing enforceability of that provision in any other instance or circumstance.

(i) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

(j) Dispute Resolution.

(i) If any dispute, controversy, or claim arises out of or relates to this Agreement, or the breach, termination or validity thereof, the parties agree first to try in good faith to settle the dispute by mediation. If the parties are unsuccessful in their attempt to mediate the dispute, then such disputes will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute. Arbitration shall take place in Los Angeles, California. The parties shall have full rights of discovery in any such arbitration, as set forth in the California Code of Civil Procedure, including section 1283.05 thereof.

(ii) The parties further expressly agree that if a dispute arises regarding the applicability of arbitration under this clause, then the issue of whether this dispute is subject to arbitration will also be decided by arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute, in Los Angeles, California.

(iii) The prevailing party in any arbitration arising out of this Agreement shall be entitled to recover reasonable attorney fees and costs.

(iv) The award of the arbitrator(s) shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of reasonable attorney fees and costs in any court proceeding relating to this Agreement or the enforcement or collection of any award or judgment rendered under this Agreement.

(v) Notwithstanding this arbitration agreement, either party may seek and/or obtain injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute (without reference to this arbitration agreement), and nothing in this Agreement shall be deemed or construed as preventing the same. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

(k) Further Assurances. The parties shall take such actions and execute and deliver such further documentation as may reasonably be required in order to give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have each caused their duty authorized representatives to execute this Agreement as of the Commencement Date.

**Total Education Solutions (TES)**

Signature : \_\_\_\_\_ Date : \_\_\_\_\_  
Catherine Bean-Anderson, Business Support Manager

**Sacramento Valley Charter School (Client)**

Legal Signature : \_\_\_\_\_ Date : \_\_\_\_\_  
Dr. Amrik Singh \_\_\_\_\_ Title \_\_\_\_\_

**Appendix A**

**TES Contract Information**

**Contract Information**

TES Main Contact: Catherine Bean-Anderson, Business Support Manager  
Full name as it should appear on contract  
Mailing Address: 1337 Howe Ave., Suite 107 107 Suite #  
Sacramento CA 95825  
City State ZIP Code  
Legal Signer: Catherine Bean-Anderson Title: Business Support Manager  
Main Contact: TES Office- Administrative Support Email: Info.norcal@tesidea.com  
Phone Number: 916-564-5010 Email: Cbean-anderson@tesidea.com

**Accounting/Payment Information**

Attention: Billing Department  
Address: 625 Fair Oaks Avenue 300 Suite #  
South Pasadena CA 91030  
City State ZIP Code  
Email Address: billing@tesidea.com Phone Number: (323) 341-5580

**TES Corporate Office Information**

Address: 625 Fair Oaks Avenue 300 Suite #  
South Pasadena CA 91030  
City State ZIP Code  
President/CEO: Meaghan Donahue Phone Number: (323) 341-5580 Email: mdonahue@tesidea.com



**Appendix B**

**School Contract Information**

Services to be provided at the following (x all that apply):  School Site  Online  TES Clinic  Other

Contract Information

**Legal Name/DBA:** Sacramento Valley Charter School  
 Full name as it should appear on contract

**Address:** 2399 Sellers Way  
 Street Address  
 West Sacramento CA 95691  
 City State ZIP Code

**Legal Signer:** Dr. Amrik Singh  
 Title: Principal  
 Phone: 916-596-6422  
 Email: [asingh@sacvalleycharter.org](mailto:asingh@sacvalleycharter.org)

**Main Contact:** Lizvet Aguilera  
 Title: SVCS Secretary  
 Email: [laguilera@sacvalleycharter.org](mailto:laguilera@sacvalleycharter.org)

**Phone Number:** 916-596-6422

**Associated SELPA:** El Dorado Charter SELPA

**SELPA Director Name:** Jon Hall  
 Email: [jhall@edcoe.org](mailto:jhall@edcoe.org)

Invoice/Billing Information

**Invoice:** Select preferred invoice delivery method  Mail  Email  Both

**Attention:**

**Address:**

**Email Address:**

Street Address Suite #  
 City State ZIP Code  
 Phone Number:

School Site(s) Information

**School Site Name:** Sacramento Valley Charter School  
 Full name as it should appear on contract

**Address:** 2399 Sellers Way  
 Street Address  
 West Sacramento CA 95691  
 City State ZIP Code

**Main Contact:** Lizvet Aguilera  
 Title: SVCS Secretary  
 Email Address: [laguilera@sacvalleycharter.org](mailto:laguilera@sacvalleycharter.org)  
 Phone Number: 916-596-6422

**Appendix C**

**Services**

Upon written or electronic request by Client, services can be provided in person or online. Below is an overview of available services.

- I. **Case Management and Administrative Services**—manage all special education administrative functions including oversight of the entire special education compliance and service delivery process: obtaining special education records; establishing and monitoring confidential student special education files; monitoring compliance time-lines for 30-day, initial, annual and triennial IEP/IFSPs; scheduling, convening and running IEP/IFSP meetings; coordinating with parents, administrators, service providers to ensure adherence to the child's IEP/IFSP; assisting in the establishment of the Child Find and student Study Team and Response to Intervention (RTI) process and monitoring compliance with ADA, Section 504, etc.
- II. **Professional Development and Training**—develop and/or deliver training programs and/or materials for designated audience including but not limited to general education teachers, special education providers, administrators, and/or parents. Client recognizes that all trainings and related materials constitute property of TES and shall not be duplicated without written consent of TES.
- III. **Psychological-Education (PSY) and Assessment Services**—conduct initial assessments, re-evaluations, and triennial evaluations required by federal and state education codes in order to determine child's level of functioning for the development of an initial IEP/IFSP or to evaluate the child's annual or three year progress on his or her IEP/IFSP. All assessments conducted by licensed and/or credentialed personnel including School Psychologists, Speech and Language Specialists, Resource Specialists, etc. Written report included.
- IV. **Instruction**—provide all special education services, including Resource Specialist Program, Special Day Class and full-inclusion services, to eligible student assigned by Client to TES. TES will work with Client to develop a full continuum of services as appropriate. Services shall include the following:
  - Pre-post testing to establish baseline and progress data.
  - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
  - Daily, weekly, quarterly and/or annual progress reports.
  - Individual, small group services.
  - Services model delivery based on IEP/IFSP goals.
- V. **Designated Instructional Services**—provide all Related Services including Speech and Language Therapy, Occupational Therapy, Physical Therapy, Vision Therapy, services for the Deaf and Hard of Hearing, School Nursing Services, School Counseling, Adapted Physical Education to those students of Client eligible therefore and assigned by Client to TES. Services shall include the following:
  - Pre-post testing to establish baseline and progress data.
  - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
  - Daily, weekly, quarterly and/or annual progress reports.
  - Individual, small group services.
  - Service delivery model based on IEP/IFSP goals.
- VI. **Behavioral Intervention Services**—provide an array of behavior intervention services including one to one classroom support as well as specific intervention strategies such as discrete trial training, floor time, play therapy, and sensory-motor therapy for eligible student assigned by Client to TES. Services shall include the following:
  - Functional Behavior Analysis
  - Pre/post testing to establish baseline and progress data.
  - Establishment of Behavior Intervention Plans.
  - Establishment of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards necessary.
  - Daily, weekly, quarterly or annual progress reports as required.
  - Individual, small group services

- Service delivery model based on IEP/IFSP goals.
- VII. Tutoring Services- provide academic tutoring and enrichment services. Services shall include the following:
- Pre/post testing to establish baseline and progress data.
  - Establish individual goals and objectives in keeping with the school, the authorizing school district, and California Standards as necessary.
  - Daily, weekly, quarterly or annual progress reports as requested.
  - Individual and small group services.

In addition, TES service providers provide the following IEP/IFSP support services in their area of professional expertise, including:

- VIII. Compliance Review—ensures that client meets federal, state, county, SELPA and local regulations regarding the provision of special education as authorized on each child's IEP/IFSP; provides an audit of Individual Plans such as Individualized Education Programs (IEP/IFSP) including review and maintenance of files for all Special Education student in assigned caseload to determine current IEP/IF status, eligibility and compliance needs; obtains missing Individual Plans and related records for Special Education student in assigned caseload; and obtains required parent authorization for assessment and services in assigned caseload.
- IX. Individual Plan Development—provide administrative services to develop IEP/IFSPs/ITPs for eligible student in assigned caseload to ensure compliance with state and federal requirements.
- Write quarterly and/or annual progress reports as required.
  - Undertake other such individual Plan development duties as determined by mutual agreement with the school.
- X. Individual Plan Meeting Attendance—Attendance by a TES representative at student IEP/IFSP meetings for all students assigned to TES, including students assigned to TES for evaluations/assessments as described in above. Attendance by TES special education specialists may include writing of Individual Plans and establishment of individual goals and objectives if instructed in writing by Client.
- XI. Consultation— Consultation services include in-service training for your general education staff; developing a Child Find and/or student Success Team model and Response to Intervention (RTI); behavior observation; electronic special education data input; consulting with general education teachers on accommodations in the general education program; consulting with parents or school administrators; consulting on compliance the Individuals with Disabilities Education Act; Parent's Due Process Rights under the Individuals with Disabilities Education Act; the Americans with Disabilities Act; and Section 504, etc.

Service Location and Delivery Mode

Services can take place at one or more of the following locations:

- XII. School Site—in a space designated by the school and conducive to the service being requested. See Section 6(f) above.
- XIII. TES Clinic Location— services can be held at the TES Clinic sites upon request. Client must follow TES location policies and procedures which may include a consent form and parking fees.
- XIV. Community Location— services can be held at an agreed upon community location with advanced written notice.
- XV. Online— services can be held online using our HIPAA and FERPA compliant portal. Distance learning may include email, packets, video chat, phone calls, email, or other approved modes of service delivery. If the client is a minor, a responsible adult must be present throughout the online session and available for technical and therapeutic/academic support. Additional training and documentation may be necessary to allow for successful implementation of this service delivery mode. Minimum technology requirements include high speed internet, webcam, speakers/phone. Video recording of sessions is strictly prohibited.
- XVI. Blended Service Delivery Mode: clients may choose to utilize a blended program in which services are provided both online and in person.
- XVII. Home: in-home services will be reviewed on an individual basis and advanced written approval from both parties is required.

Special Education Services shall also include Specialized Academic Instruction Program, Special Day Class Programs and Designated Instructional Services ("DIS") as necessary, in the reasonable judgment of TES, to meet student needs and legal requirements;

provided that if TES, in its reasonable judgment, believes that any student(s) may require such services or other similar services which, in quantity or scope, are beyond the levels of service which are contemplated hereunder or are otherwise cost prohibitive in light of the rates set forth in Appendix D (collectively, "Extraordinary Services"), TES shall identify such student(s) to Client in writing, and Client and TES shall, within fifteen (15) business days of such notice, meet and negotiate in good faith regarding additional compensation to TES for such Extraordinary Services.

**Appendix D**  
Rate Schedule for Sacramento Valley Charter School

Services	Individual per hour	Group per student per hour
<b>Adapted Physical Education</b>		
Direct Services	\$105.00	\$55.00
Assessment	\$105.00	
<b>Assistive Technology</b>		
Assessment	\$105.00	
<b>Behavior</b>		
Direct Services - BCBA	\$103.00	
Direct Services - BID	\$70.00	
Direct Services - BI	\$55.00	
Assessment - FBA	\$103.00	
<b>Counseling</b>		
Direct Services - PPS	\$103.00	\$55.00
<b>Language and Speech</b>		
Direct Services	\$103.00	\$55.00
Direct Services - Assistant	\$93.00	
Assessment	\$110.00	
Assessment - AAC	\$110.00	
<b>Nursing</b>		
Assessment - Health 2-hour minimum	\$110.00	
<b>Occupational Therapy</b>		
Direct Services	\$103.00	\$55.00
Direct Services - Assistant	\$93.00	
Assessment	\$110.00	
<b>Physical Therapy</b>		
Direct Services	\$103.00	
Direct Services - Assistant	\$93.00	
Assessment	\$110.00	
<b>School Psychology</b>		
Direct Services	\$138.00	
ERICS	\$138.00	
Assessment - Psycho-Educational	\$138.00	
<b>Specialized Academic Instruction</b>		

<b>Direct Services - Education Specialist</b>		
Assessment - Academic	\$77.00	
Instructional Aide	\$90.00	
Special Education Program Oversight	\$55.00	
Special Education Aide	\$103.00	
Tutor	\$55.00	
<b>TES Connect - Online Services</b>		
Administrative Time - scheduling with families, sending meeting invites, transferring student information to digital format	Hourly rate	Hourly rate
Direct Services	Hourly rate	Hourly rate
E-Helper	Special Education Aide rate	
Online No-Show	Half of the scheduled time at the hourly rate	
Online Orientation - technology check and tutorial	Hourly rate	
<b>Additional Fees*</b>		
Service	Description	Fee
Administrative Time	Documentation, session prep, and email	
Assessment - Rush	For assessments within 21 calendar days, an additional 3 hours charged	
Breaks	CA mandated breaks will be billed to school site for providers or assessors on site for more than 2 hours per day	
Consultation	Collaboration with school, parent and/or IEP team, conferences	
Drive Time	Requires advanced written agreement by both parties	Hourly Rate
IEP Development/Attendance	Caseload setup, IEP review, progress reports, IEP attendance	
Interpretation/Translation	Call for rate	
On Call	Provider will charge for entire time requested	
Professional Development	Call for proposal	
Program Planning	Lesson and session planning	
Single Service	An additional 20 minutes of administrative time per session will be added for single services at a school site	
School Closure	Power outage, natural disaster, unforeseen school closure, etc. without 24-hour notice	Half of the scheduled time
No Show	Cancellations made within 24 hours of scheduled service, assessment or meeting	

**NEW HORIZON FLOORING**  
**Building maintenance**

June 28, 2021

Sacramento Valley Charter School  
2399 Sellers Way  
Sacramento, CA 95691

Attention:

Dr. Anrik Singh, Principal.

Thank you for the opportunity to submit this proposal for janitorial services

At this location.

The following pages contain detailed information and the task schedules as per your request for your office.

New Horizon Flooring will provide all paper goods and liners. New Horizon Flooring will provide all cleaning supplies for the purpose of cleaning and disinfecting all cleanable areas and all equipment necessary to perform these tasks in a professional matter.

This quote is based on 5 days a week (Monday through Friday)

For the 10-month school year (August through May)

As well as the 2-month floor maintenance period (June and July)

We at New Horizon Flooring appreciate this opportunity to serve you.

Sincerely,

Cesar E. Cortelo

Page 1

**NEW HORIZON FLOORING**  
**Building Maintenance**

Office (916) 599-5617

Fax (916) 822-4240

AREAS TO BE CLEAN, SANITIZED AND FREQUENCY

Areas to be clean and sanitized on a daily basis are as follow:

- 1-) School Secretary Offices
- 2-) Principals Office
- 3-) Restrooms (7)
- 4-) Class Rooms (21)
- 5-) Staff Lounges (2)
- 6-) Hall Ways and Lobby
- 7-) Stair Cases (3)
- 8-) Cafeteria

Monthly services are as follow:

Remove Cobwebs as Seen  
Dust Blinds

page 2

## NEW HORIZON FLOORING

### Building Maintenance

Office (916) 599-5617

Fax (916) 822-4240

#### TASK SCHEDULES PER AREAS.

##### OFFICES AND GENERAL AREAS.

Empty and clean all waste baskets, reline as necessary.

Damp mop all hard floors.

Clean and sanitize drinking fountains.

Dust mop hard floors and vacuum all carpet areas.

Spot clean spills and stains.

Clean wall by trash can as needed.

##### RESTROOMS.

Clean, sanitize, polish all vitreous fixtures.

Clean all glass and mirrors.

Empty all containers and disposals, insert liners.

Refill all dispensers to normal limits.

Sweep, damp mop and sanitize hard floor.

## NEW HORIZON FLOORING

### Building Maintenance

Office (916) 599-5617

Fax (916) 822-4240

#### FLOOR CARE AND MAINTENANCE SERVICES.

Clean all carpeted areas 1 time a year (Carpet extraction)

Bonnet clean carpets as needed.

Strip and wax floors 1x per year. (June & July)

Scrub Tile floors 1x per year (June & July)

(Only including areas described on Pg2)

#### Disinfecting Services (Fogging Method)

Disinfect all areas described on Pg2 (Mon - Fri)

Disinfect Busses and Minivans (Mon - Fri)

New horizon flooring to provide all materials, labor and to R/R furniture.

**NEW HORIZON FLOORING**

**Building Maintenance**

Office (916) 599-5617  
 Fax (916) 822-4240

The cost of housekeeping and sanitation, including the job supervision and management, are as follows:

	Monthly	Yearly
5 days a week monthly service (Monday through Friday, August through May)		
(Quoted price includes Day porter services for school days 9am-2pm, as well as summer school days 8:30am- 1:30pm)		
Also including nightly summer cleaning of offices and bathrooms As well as Summer school classroom cleaning as needed	\$4,000.00	\$ 48,000.00
Disinfection services Fog Method (August through May)	\$600	\$7200
For school buildings (areas described on page 2) As well as Busses/minivans (Up to 5 busses and 3 minivans)		
Summer Disinfection Service Fog Method (Classrooms, Offices, Bathrooms, Busses, minivans)	\$300	\$600
1. Janitorial and Day Porter services (Year-Round)	\$4,000	\$48,000
2. Disinfection Services (August through May)	\$600	
3. Summer Disinfection Services (June & July)	\$300	

Any additional work to added that is not included in this contract is to be priced as additional work  
 page 5

**NEW HORIZON FLOORING**

**Building Maintenance**

Office (916) 599-5617  
 fax (916) 822-4240

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between  
 New Horizon Flooring and Sacramento Valley Charter School.

CLIENT desires New Horizon Flooring to supply such cleaning services at their property commonly known as SYCS Either SYCS and/or New Horizon Flooring may terminate this contract with 30 days Written notice.

NOW THEREFORE, the parties hereto agree as follows:

Beginning on \_\_\_\_\_, 2021 New Horizon Flooring will provide and perform for the CLIENT the services described in the task schedule as per pages 2,3 and,4 a true and accurate copy of which is attached hereto and made part hereof, in the areas to be service. IN WITNESS WHEREOF, parties have caused this agreement to be executed as of the day first above written.

BY: \_\_\_\_\_, CLIENT REPRESENTATIVE

Name: \_\_\_\_\_ Title: \_\_\_\_\_

BY: \_\_\_\_\_, NEW HORIZON FLOORING

REPRESENTATIVE

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

## **Sacramento Valley Charter School Students Experiencing Homelessness Policy**

### **Introduction**

SVCS has historically had very few or no students identified as homeless and has not previously participated in federal Title Programs. However, the school is aware of its responsibilities and is ready to meet the needs of homeless students by complying with the McKinney-Vento Homeless Assistance Act. The McKinney-Vento Act ensures educational rights and protections for children and youth experiencing homelessness.

### **Definitions**

The McKinney-Vento Act (Section 725) defines homeless children and youth as individuals who: lack a fixed, regular, and adequate nighttime residence; live in an abandoned building, parked car, or other facility unfit for human habitation; are abandoned in hospitals; are placed by the state in an emergency shelter; share housing with another family due to loss of housing or economic hardship; live in a motel or hotel; live in emergency or transitional shelters; live in a trailer park or campsite with their family; are awaiting foster placement; or are migratory children that qualify as homeless because they are living in circumstances described above.

Unaccompanied youth includes a youth not in the physical custody of a parent or guardian. A child or unaccompanied youth shall be considered homeless for as long as he/she is in a living situation described above. Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Homeless Liaison.

### **Homeless Liaison**

The Principal Sacramento Valley Charter School shall serve as the Homeless Liaison for homeless students. The Homeless Liaison shall ensure that:

1. Homeless students are identified by school personnel and through coordination activities with other entities and agencies.
2. Homeless students enroll in, and have a full and equal opportunity to succeed at SVCS.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs, early intervention services under part C of the Individuals with Disabilities Education Act, any Student Policies Homeless Education Policy, other preschool programs administered by SVCS, and referrals to health care services, dental

services, mental health services and substance abuse services, housing services, and other appropriate services.

4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.

5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.

6. Enrollment/admissions disputes are mediated in accordance with law, the MPS charter, and Board policy.

7. Parents/guardians are fully informed of all transportation services, as applicable.

8. School personnel providing services receive professional development and other support.

9. The School Homeless Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.

10. Unaccompanied youth are enrolled in school; have opportunities to meet the same

challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

### **General Assurances**

- Homeless children and youth shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way.
- Homeless children and youth shall be provided services comparable to those received by other students in the school, including transportation services, and education programs for which students meet eligibility criteria, such as services provided under Title 1 or similar state and local programs; programs for students with disabilities; programs for students with limited English proficiency; vocational or technical programs; gifted and talented programs; and school nutrition programs.
- Homeless children and youth will have access to district administrative level reservation of funds (set-asides) for serving homeless students.

- SVCS shall provide homeless students with access to education and other services necessary for these students to meet the same challenging academic standards as other students.
- SVCS shall provide and post notices of the educational rights of homeless children and youth.

### **Identification and Reporting**

Homeless children and youth will be identified through:

1. The application process for enrollment (self-identification)
  2. School personnel recommendations
  3. Coordinated activities with other entities and agencies
- SVCS will comply with all federal, state, county, and other data collections and reporting requirements regarding homeless children and youth.

### **School Selection**

Homeless students have a right to select from the following schools:

- The school he/she attended when permanently housed (School of Origin)
- The school in which he/she was last enrolled (School of Origin)
- The school in the attendance area in which the student currently resides (School of Residency)

A homeless child or youth's right to attend their school of origin extends for the duration of homelessness. If a child or youth becomes permanently housed during the academic year, he or she is entitled to stay in the school of origin for the remainder of the academic year.

### **Enrollment and Records**

Homeless youth will not be discriminated against in the application process. Homeless children and youth will be allowed to apply for enrollment in accordance with current MPS enrollment policies even if the parent/guardian is unable to provide the school with the records normally required for enrollment such as previous academic records, birth certificate, medical records, proof of residency, or other documentation. The MPS designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain

immunizations or does not possess immunization or other medical records, the designee shall refer the parent/guardian to the homeless liaison. The liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student.

In the case of an unaccompanied youth, the homeless liaison shall assist in the enrollment process. Unaccompanied youth shall be immediately enrolled if space is available even if unable to provide the school with the records normally required for enrollment (as above), and despite lack of parent or legal guardian's supervision or permissions, or "power of attorney" by supervising adults.

Any confidential record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, of each homeless child or youth will be maintained so that the records are available, in a timely fashion, when a child or youth enters a new school or school district.

### **SVCS Support Services**

Students faced with homelessness will be provided with support services designed to mitigate the impact of their situation. This includes, but is not limited to:

- \* Providing for transportation to school as well as other support services for reduction of absenteeism. The reservation of funds may be used for providing transportation to ensure continuity of enrollment and attendance when a family has moved out of the general attendance area prior to the end of the school year or while the student remains homeless.

- \* Provide Chromebooks, school supplies, clothing/uniforms/shoes, caps/gowns, backpacks, notebooks and other necessary school items and/or fees to allow students to participate in the school's general education program, class projects and field trips. Homeless students shall receive the support needed to achieve success academically, socially, emotionally and personally.

- \* Support in obtaining birth certificates, immunizations and immunization records will be provided, if necessary.



\* Families will be aided in navigating local government agency requirements for service.

\* A Title I reservation of funds will be used to provide homeless students with food support during the regular school day (which, in addition to lunch provided to ALL students, may include breakfast and snacks.) Students are provided a free, nutritious lunch daily when school is on-site and families may request, in advance, for meals to be delivered when school is operating on a distance-learning or a hybrid model. Food for weekends and school holidays will be provided to homeless students as well as referrals to food bank resources, as needed.

\* Medical and dental services; eyeglasses and hearing aids; counseling services; outreach services; extended learning time and tutoring services; and opportunities for increased parental involvement.

Independent Study

Additional Independent Study Provisions for 2021-22

Approved by Sacramento Valley Charter School Board of Directors July 14, 2021

In addition to SVCS's existing Independent Study Program, the following provisions have been added (California Education Code Section 51745; pp. 232-254).  
For the 2021-22 school year, Sacramento Valley Charter School (the School) is required to offer an independent study option for families who determine that in-person instruction would put the pupil's health at risk.

The Board shall adopt policy to:

- require a level of satisfactory educational progress that would allow a student to remain in an independent study program;
- provide content aligned to grade level standards and equivalent to in-person instruction;
- provide procedures for tiered re-engagement for students who are not generating attendance for three or more school days, or 60% of instructional days in a school week; or who are violating the independent study agreement;
- provide a plan for specified synchronous instruction requirements by grade level; and
- provide a plan to transition students when families wish to return to in-person instruction.

Definitions

- "Live interaction" means interaction between the pupil and LEA classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services and instruction. This interaction may take place in person or in the form of internet or telephonic communication.
- "Synchronous instruction" means classroom-style instruction or designated small-group or one-on-one instruction delivered in person or in the form of internet or telephonic communications, involving live two-way communication between the teacher and pupil.

Independent Study

Additional Independent Study Provisions for 2021-22

Approved by Sacramento Valley Charter School Board of Directors July 14, 2021

Instruction Requirements

- K to Grade 3: daily synchronous instruction
- Grades 4 to 8: daily live interaction and weekly synchronous instruction

To comply with the new *Education Code Provisions*:

The School's Administration will ensure that:

- Written independent study agreements are signed before a student commences an independent study course.
- Documentation of live and synchronous instruction is required for each school day. Attendance records on synchronous instruction days shall be documented.
- Violations of the independent study agreement or required attendance measures shall be addressed timely. The parent/guardian is responsible for correcting the issue or issues. A written plan may be added to monitor compliance.
- When families wish to return to in-person instruction, the process shall include a minimum of a week notice. To minimize the impact on the in-person instruction, the student shall be given the option of transitioning back into the classroom full time or on a hybrid model not to exceed two weeks in length unless specifically agreed to by the student's teacher(s) or as recommended by the student IEP or SST.
- In the event of a School closure for unanticipated events or natural disasters, the School will contact independent study students to provide direction on ceasing, continuing or modifying the existing independent study assignments during the School closure. Similar changes will apply to the existing independent study program.

Other:

- Electronic signatures are allowable for auditing purposes

## 2021-22 LCFF Budget Overview for Parents Data Input Sheet

The amount budgeted to increase or improve services for high needs students in the 2021-22 LCAP is less than the projected revenue of LCFF supplemental and concentration grants for 2021-22. Provide a brief description of the additional actions the LEA is taking to meet its requirement to improve services for high needs students.

SVCS uses all residual supplemental and concentration grant funding to keep class sizes small and adds an instructional aid to classrooms with high needs students.

Local Educational Agency (LEA) Name:	Sacramento Valley Charter School
CDS Code:	57726940124875
LEA Contact Information:	Name: Anrik Singh
	Position: PPrincipal
	Email: asingh@sacvalleycharter.org
	Phone: 916.596.6422
Coming School Year:	2021-22
Current School Year:	2020-21

\*NOTE: The "High Needs Students" referred to in the tables below are Unduplicated Students for LCFF funding purposes.

Projected General Fund Revenue for the 2021-22 School Year	Amount
Total LCFF Funds	\$280,4615
LCFF Supplemental & Concentration Grants	\$503979
All Other State Funds	\$405677
All Local Funds	\$65000
All federal funds	\$85000
Total Projected Revenue	\$3,360,292

Total Budgeted Expenditures for the 2021-22 School Year	Amount
Total Budgeted General Fund Expenditures	\$3226055
Total Budgeted Expenditures in the LCAP	\$2480984
Total Budgeted Expenditures for High Needs Students in the LCAP Expenditures not in the LCAP	\$1394037 \$745,071

Expenditures for High Needs Students in the 2020-21 School Year	Amount
Total Budgeted Expenditures for High Needs Students in the Learning Continuity Plan	\$440200
Actual Expenditures for High Needs Students in Learning Continuity Plan	\$451995

Funds for High Needs Students	Amount
2021-22 Difference in Projected Funds and Budgeted Expenditures	\$890,058
2020-21 Difference in Budgeted and Actual Expenditures	\$11,795

Required Prompts(s)	Response(s)
<p>Briefly describe any of the General Fund Budget Expenditures for the school year not included in the Local Control and Accountability Plan (LCAP).</p>	<p>The LCAP does not include cost estimates for the following items:                      1) Special Education services 2) Some instructional aid positions 3) Principal, Vice Principal and office staff salaries and benefits 4) Office supplies 5) Contract services for accounting, audit, legal, marketing and other non-program but still necessary costs to operate the school.                      At the next update of the LCAP, items 1), 2) and 5) will be updated to better reflect estimated program goals/actions/costs.</p>

## LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Sacramento Valley Charter School

CDS Code: 57726940124875

School Year: 2021-22

LEA contact information:

Amrik Singh

Principal

asingh@sacvalleycharter.org

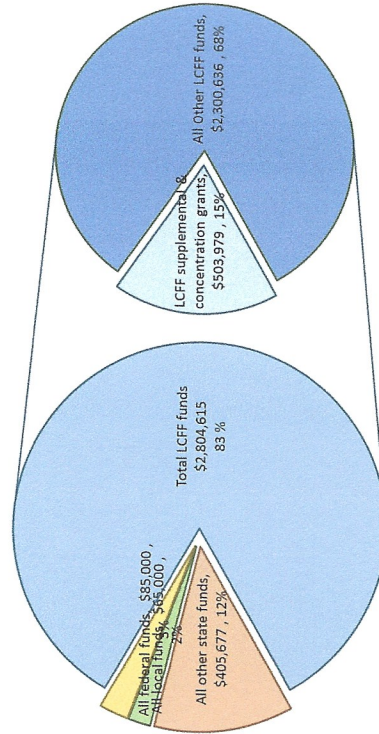
916.596.6422

is federal funds. Of the \$2804615 in LCFF Funds, \$503979 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

### Budget Overview for the 2021-22 School Year

#### Projected Revenue by Fund Source

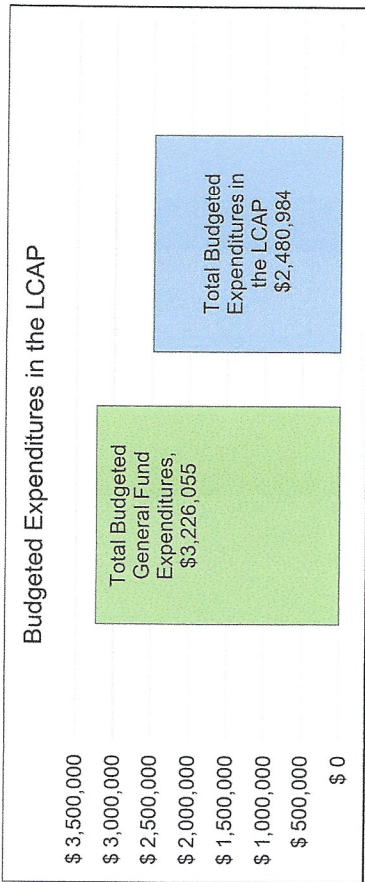


This chart shows the total general purpose revenue Sacramento Valley Charter School expects to receive in the coming year from all sources.

The total revenue projected for Sacramento Valley Charter School is \$3,360,292, of which \$2804615 is Local Control Funding Formula (LCFF), \$405677 is other state funds, \$65000 is local funds, and \$85000

## LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Sacramento Valley Charter School plans to spend for 2021-22. It shows how much of the total is tied to planned actions and services in the LCAP.

Sacramento Valley Charter School plans to spend \$3226055 for the 2021-22 school year. Of that amount, \$2480984 is tied to actions/services in the LCAP and \$745,071 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

The LCAP does not include cost estimates for the following items:

- 1) Special Education services
  - 2) Some instructional aid positions
  - 3) Principal, Vice Principal and office staff salaries and benefits
  - 4) Office supplies
  - 5) Contract services for accounting, audit, legal, marketing and other non-program but still necessary costs to operate the school.
- At the next update of the LCAP, items 1), 2) and 5) will be updated to better reflect estimated program goals/actions/costs.

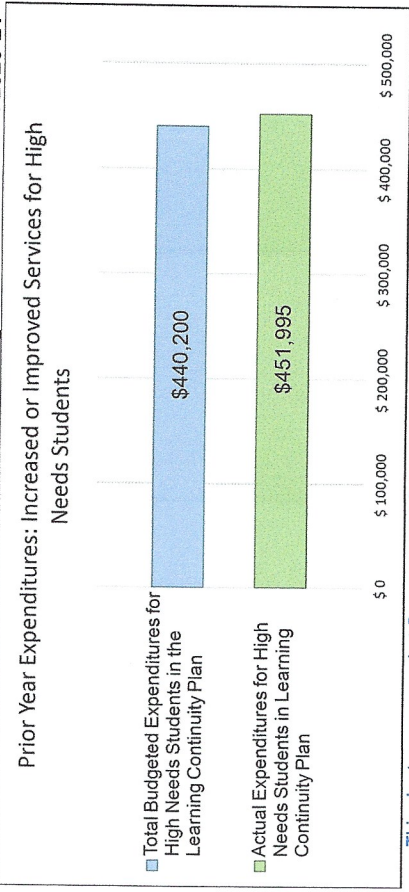
## Increased or Improved Services for High Needs Students in the LCAP for the 2021-22 School Year

In 2021-22, Sacramento Valley Charter School is projecting it will receive \$503979 based on the enrollment of foster youth, English learner, and low-income students. Sacramento Valley Charter School must describe how it intends to increase or improve services for high needs students in the LCAP. Sacramento Valley Charter School plans to spend \$1394037 towards meeting this requirement, as described in the LCAP.

SVCS uses all residual supplemental and concentration grant funding to keep class sizes small and add an instructional aid to classrooms with high needs students.

## LCFF Budget Overview for Parents

### Update on Increased or Improved Services for High Needs Students in 2020-21



This chart compares what Sacramento Valley Charter School budgeted last year in the Learning Continuity Plan for actions and services that contribute to increasing or improving services for high needs students with what Sacramento Valley Charter School estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 2020-21, Sacramento Valley Charter School's Learning Continuity Plan budgeted \$440200 for planned actions to increase or improve services for high needs students. Sacramento Valley Charter School actually spent \$451995 for actions to increase or improve services for high needs students in 2020-21.

## American Rescue Plan Act Elementary and Secondary School Relief Fund (ESSER III) Safe Return to In-Person Instruction Local Educational Agency Plan Template

### Background on ESSER

The American Rescue Plan Act (ARP) signed into law on March 11, 2021, provided nearly \$122 billion for the Elementary and Secondary School Relief Fund (ESSER). ARP ESSER, also known as ESSER III, funds are provided to State educational agencies in the same proportion as each State received under Title I-A of the Elementary and Secondary Education Act (ESEA) in fiscal year (FY) 2020. The U.S. Department of Education (ED) published Interim Final Requirements (IFR) on April 22, 2021, requiring Local Educational Agencies (LEAs) receiving ESSER III funds to submit a LEA Plan for the Safe Return to In-Person Instruction and Continuity of Services. If an LEA had already developed a plan for safe return to in-person instruction and continuity of services prior to the enactment of ARP that meets the statutory requirements of section 2001(i) but did not address all of the requirements in the IFR, the LEA must revise and post its plan no later than six months after receiving its ESSER III funds. This applies even if an LEA has been operating full-time in-person instruction but does not apply to fully virtual schools and LEAs.

The IFR and ARP statute, along with other helpful resources, are located here:

- April 2021 IFR: <https://www.govinfo.gov/content/pkg/FR-2021-04-22/pdf/2021-08359.pdf>
- ARP Act text: <https://www.congress.gov/117/bills/hr/1319/bills/hr1319/BILLS-117hr1319enr.pdf>
- Centers for Disease Control and Prevention (CDC) COVID-19 School Operation Guidance: [https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html#anchor\\_1616080023247](https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html#anchor_1616080023247)
- ED COVID-19 Handbook Volume I: <https://www2.ed.gov/documents/coronavirus/reopening.pdf>
- ED COVID-19 Handbook Volume II: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>
- ESEA Evidence-Based Guidance: <https://oesd.ed.gov/files/2020/07/guidanceevidenceinvestment.pdf>
- ED FAQs for ESSER and Governor's Emergency Education Relief (GEER): [https://oesd.ed.gov/files/2021/05/ESSER\\_GEEER\\_FAQs\\_5.26.21\\_745AM\\_FINALb0cd6833f646e03b2497d30af953260028045f9ef3b18ea602db4b32b1499.pdf](https://oesd.ed.gov/files/2021/05/ESSER_GEEER_FAQs_5.26.21_745AM_FINALb0cd6833f646e03b2497d30af953260028045f9ef3b18ea602db4b32b1499.pdf)

### Purpose of the Template

The IFR issued by ED outlines several requirements for all LEAs that receive ESSER III funds, including that LEAs have in place a plan for ensuring safety during in-person instruction (either in-progress or planned) as well as ensuring continuity of services should the LEA or one or more of its schools be required to close temporarily for COVID-19-related public health reasons in the future. LEAs who had a plan in place by March 11, 2021, which incorporated opportunity for public comment and was posted publicly have six months from the date their ESSER III Assurances were completed to update and revise the plans to meet those requirements. Examples of previous plans that may be allowable would be a completed Ca/OSHA or Assembly Bill 86 plan, as long as it meets the requirements previously stated. LEAs which did not have a statutory compliant plan in place as of March 11, 2021, must create and post this plan within 30 days of completing their ESSER III Assurances.

If you have questions as to which category applies to your LEA, please contact [EmergencyServices@cde.ca.gov](mailto:EmergencyServices@cde.ca.gov). Plans are required for all LEAs, regardless of operating status, unless an LEA is fully virtual with no physical location. All plans must be reviewed, and, as appropriate, revised, at least every six months to incorporate new or revised CDC guidance and other changed factors.

This template has been created to assist LEAs in the creation of these plans and to ensure all required elements are met. The following requirements and assurances pertain to both the statutory requirements and the IFR published by ED. LEAs may provide any additional information they believe are helpful in assessing their plan. If you have any questions, please contact [EmergencyServices@cde.ca.gov](mailto:EmergencyServices@cde.ca.gov).

## LEA Plan for Safe Return to In-Person Instruction and Continuity of Services

LEA Name:

Sacramento Valley Charter School

Option for ensuring safe in-person instruction and continuity of services: will amend its plan

1. Please choose one:

- The LEA had a plan, as of March 11, 2021, that is already compliant with the ARP statute and will review and, as appropriate, revise it every six months to take into consideration the additional requirements of the IFR; or
- NOTE: If your LEA already has a compliant plan as of March 11, 2021, and has assured such by checking the box above, then you may skip questions 2-4 and complete the Assurance and Contact sections.**

- The LEA has amended/created a plan compliant with the IFR using this template and has posted/will post it within 30 days of completing the ESSER III Assurances.

**NOTE: If checking the box above that you are using this template to meet the 30 day plan requirements, you must respond to each question in the template.**

Please note whether the LEA has a compliant plan and include a link to the plan, or acknowledge that the LEA is submitting a new plan and will post it within 30 days of receiving funds.

The LEA has amended our plan to ensure all compliance points are met and will post it within 30 days of filing the ESSER III Statement of Assurances.

2. The LEA will maintain the health and safety of students, educators, and other school and LEA staff, and the extent to which it has adopted policies, and a description of any such policies, on each of the CDC's safety recommendations, including: universal and correct wearing of masks; modifying facilities to allow for physical distancing; handwashing and respiratory etiquette; cleaning and maintaining healthy facilities; including improving ventilation; contact tracing in combination with isolation and quarantine, in collaboration with the State, local, territorial, or Tribal health departments; diagnostic and screening testing; efforts to provide vaccinations to school communities; appropriate accommodations for children with disabilities with respect to health and safety policies; and coordination with State and local health officials.

Describe how the LEA will maintain, or continue to maintain, health and safety policies and procedures. Include a description of any adopted policies and procedures regarding the CDC's safety recommendations for available LEA website links to such policies). Include descriptions of appropriate accommodations adopted and coordination efforts conducted with outside State and local health officials. Please include or describe current public health conditions, applicable State and local rules and restrictions, and other contemporaneous information that informs your decision-making process.

SVCS has proactively updated its website, social media, and sent frequent parent newsletters with the continued evolution of the COVID-19 pandemic and the instructional program models used throughout the last 15 months. The school's website includes all of the following guidelines and Plans as required by CDE, CalOSHA, other State and local jurisdictions.

<https://www.sacvalleycharter.org/covid-19.html>  
[https://www.sacvalleycharter.org/uploads/8/0/9/8/099840/svcs\\_covid-19\\_reopening\\_handbook\\_2020-2021.pdf](https://www.sacvalleycharter.org/uploads/8/0/9/8/099840/svcs_covid-19_reopening_handbook_2020-2021.pdf)

<https://www.sacvalleycharter.org/covid-19-safety-plan.html>  
[https://www.sacvalleycharter.org/uploads/8/0/9/8/099840/2021\\_covid-19\\_school\\_guidance\\_checklist\\_sacramento\\_valley\\_charter\\_school\\_20210310\\_1.pdf](https://www.sacvalleycharter.org/uploads/8/0/9/8/099840/2021_covid-19_school_guidance_checklist_sacramento_valley_charter_school_20210310_1.pdf)  
[https://www.sacvalleycharter.org/uploads/8/0/9/8/099840/2020\\_covid-19\\_prevention\\_plan\\_sacramento\\_valley\\_charter\\_school\\_20210310\\_1.pdf](https://www.sacvalleycharter.org/uploads/8/0/9/8/099840/2020_covid-19_prevention_plan_sacramento_valley_charter_school_20210310_1.pdf)  
[https://www.sacvalleycharter.org/uploads/8/0/9/8/099840/svcs\\_reopening\\_guidebook\\_board\\_approved.pdf](https://www.sacvalleycharter.org/uploads/8/0/9/8/099840/svcs_reopening_guidebook_board_approved.pdf)

The Yolo County Health Department and State Health Department website and communication provide the direction and guidance SVCS reviews on a regular basis to evaluate the current public health conditions such as rates of infection, new strains, etc. and the impact this information will have on the continued on-site instructional offerings.

In compliance with CalOSHA's Covid-19 Emergency Temporary Standards we are no longer requiring social distancing. Before June 17th, 2021 students who were interested in returning to school in-person were broken into small cohorts and had 3 feet of distance between their desks. Students who did not feel comfortable returning to school were provided with accommodations (like Chromebooks and Hotspots) so they would be successful in distance learning. All students and staff members are continuing to wear masks at all times when on campus. If students or staff do not have a clean mask when they arrive at school, they are provided a free medical grade disposable mask in an appropriate size. Students are reminded to wear their masks over their nose and mouth at all times unless they are drinking water or eating lunch or snacks. Lunch is served at the student's desk in order to reduce the risk of spreading Covid-19. We provide portable handwashing stations outside so that student have access to a handwashing station whether they are in class or at recess. We maintain a clean campus by working closely with our day porter who regularly disinfects all handles and light switches multiple times a day. We also updated our facilities by replacing certain windows that did not open up to allow proper ventilation. We replaced old air conditioning filters with new filters and purchased air purifiers for each classroom. Our vans and buses are cleaned and disinfected daily. As a means of testing, students' temperatures are checked multiple times throughout the day. Student temperatures are checked by the bus drivers before they were allowed on the bus, by the yard supervisors before they were allowed inside the school, and by staff if deemed necessary. If students are symptomatic or appear sluggish/ill, they are isolated and their guardians are contacted to pick them up immediately. SVCS had a room that was used as an isolation room for students who were symptomatic. Parents were responsible for pre-screening their children and asked to keep them at home if they showed any symptoms. Students who were new to our school were assigned independent study for the first 14 days of their education at SVCS before they were allowed to attend in person. SVCS scheduled and provided transportation to a vaccination site for all teachers and staff. Through Yolo County we were serviced by Dignity Health. 99% of our teachers and staff were fully vaccinated in March.

3. The LEA will ensure continuity of services, including but not limited to services to address students' academic needs and students' and staff social, emotional, mental health and other needs, which may include student health and food services.

Describe how the LEA will ensure continuity of services in case isolation, quarantine, or future school closures are required, including how the LEA will meet the needs of students with disabilities and English learners.

SVCS has a robust support network to meet the needs of students to include instructional aid support, on-campus small cohort instruction, access to counseling services, food services and more. These services will remain available for the duration of the Plan and funding timelines. SVCS has added Summer Intervention/Instruction for June - July 2021, will add enhanced after school programming and will continue summer programs in future Year(s) to address learning loss mitigations needed that arose from COVID-19 and the March 2020 - March 2021 time period where the majority of students were participating through distance learning. Free lunch and transportation are provided to Summer Boost students who were recommended by their teachers to specifically target their loss of learning and/ or social emotional needs.

In the case of school closure due to Covid-19, we have a plan in place to immediately transition to virtual learning. Accommodations for students who have a physical or mental disability, emotional disturbance, significant loss of

learning due to lack of supervision or safe environment will be made. One on one, personalized instruction will be provided to these students who are most at risk.

4. The LEA sought public comments in the development of its plan and took those comments into account in the development of its plan.

Describe the LEA's policy or practice that provided the public with an opportunity to provide comments and feedback and the collection process. Describe how any feedback was incorporated into the development of the plan.

On 3/5/2001, 4/2/2020 and 5/14/2020 the Safe Reopening plan was discussed during School Site Council meetings and the in-person hybrid and cohort models were introduced. This item was agenzied on the 6/18/2021 School Site Council/LCAP Advisory Group Agenda and as a public hearing on the Agenda for the 6/23/2020 SVCS Regular School Board Meeting. All stakeholders and the public are encouraged to provide input in this process and subsequent updates. Parents were also encouraged to respond to surveys sent on 3/17/2020 and 05/1/2020 regarding distance learning and 3 models for reopening.

In addition, the LEA provides the following assurances:

- The LEA has made (in the case of statutorily compliant plans) or will make (in the case of new plans) its plan publicly available no later than 30 days after receiving its ARP ESSER allocation.
- Please insert link to the plan:

[https://www.sacvalleycharter.org/uploads/8/0/9/8/099840/svcs\\_reopening\\_guidebook\\_board\\_approved.pdf](https://www.sacvalleycharter.org/uploads/8/0/9/8/099840/svcs_reopening_guidebook_board_approved.pdf)

- The LEA sought public comment in the development of its plan and took those public comments into account in the development of its plan.

- The LEA will periodically review and, as appropriate revise its plan, at least every six months.

- The LEA will seek public comment in determining whether to revise its plan and, if it determines revisions are necessary, on the revisions it makes to the plan.

- If the LEA revises its plan, it will ensure its revised plan addresses each of the aspects of safety currently recommended by the Centers for Disease Control(CDC), or if the CDC has revised its guidance, the updated safety recommendations at the time the LEA is revising its plan.

- The LEA has created its plan in an understandable and uniform format.

- The LEA's plan is, to the extent practicable, written in a language that parent can understand, or if not practicable, orally translated.

- The LEA will, upon request by a parent who is an individual with a disability, provide the plan in an alternative format accessible to that parent.

The following person or persons is/are the appropriate contact person for any questions or concerns about the aforementioned plan.

Please list name(s), title(s), address, county, and contact information for the person or persons responsible for developing, submitting, and amending the LEA plan.

Dr. Amrik Singh, Principal, 2399 Sellers Way, West Sacramento, CA 95691 916-596-6422 [asingh@sacvalleycharter.org](mailto:asingh@sacvalleycharter.org)



Sacramento Valley Charter School  
 2399 Sellers Way  
 West Sacramento, CA 95691  
 916.596.6422/916.596.6434  
 916.617.2707 (fax)



*Dr. Anrik Singh, Principal*

*Lauren Graffigna, Secretary*

**Staff Updates:** We have hired three new teachers: Sarah Henighan (4th grade), Carra Ramos (1st grade), Lisa Sahar (2nd grade). Our current 4th grade teachers will move up to 5th grade next year. Fiza Sharma has been hired to work as instructional assistant with the middle school scholars.

**Interviews:** We have received a few applications for the position of vice principal. The interviews are going to be scheduled in the next few weeks. There is no application received for the position of PE teacher. We are currently recruiting substitute teachers for the next school year.

**Summer Boost program:** Three-week Summer Boost Program, Jun 21, 2021 to Jul 9, 2021 concluded with an assembly to honor distinguished scholars. The Summer Boost program was extremely successful as there was a good participation in-person learning program with all the routines of a regular school. According to a satisfaction survey completed by participating scholars, 92% felt that they improved their English reading skills, 87%, math skills, and 76%, writing skills. A majority of scholars were happy to make new friends and 86% expressed that the Summer Boost program was great fun. 76% said that they enjoyed the food provided during the program.

**Principal Report: July 14, 2021**

**Teachers and Staff Retirement:** SVCS has earned a spot in high performing schools. There is a growing interest of the Sacramento community in our school. It became possible only because of the excellent teamwork of teachers, staff and the administration and the continuous support and encouragement of the SVCS Board of Directors. To maintain high standards of academic achievement, teachers and staff need a retirement safety net so that we can retain good teachers and staff members. I recommend that the board may consider such a proposal in the interest of the future of Sacramento Valley Charter School.

**Summer Boost Awards:** Scholars contested for awards like 'Remarkable Reader Award', 'Distinguished Writer Award' and Science Wizard and Math Wizard Awards. Scholars assembled in the Multipurpose Room to receive their honors in-person after more than a year. In an interactive session, students expressed their opinions about the importance of the in-person learning experience as compared to online learning. Most felt overwhelmed by the virtual learning environment and looked forward to returning to school in fall 2021.

**Transportation Update:** The required repairs of school buses have been completed. The fleet is ready for use for the next school year. All buses are certified by the CHP before any kind of operation. Thanks to you Mr. N.S. Thandi for getting all buses certified for the Summer Boost program and the new school year. Buses are frequently cleaned during the operation. At the end of the day, janitor fogs all buses and vans to decontaminate the interiors.





SACRAMENTO VALLEY CHARTER SCHOOL  
EMPLOYEE HANDBOOK  
2021-2022

Revised/updated: 07/12/2021

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## SECTION 1 – WELCOME

Welcome to Sacramento Valley Charter School!

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

This handbook has been written to provide you with an overview of SVCS, its personnel policies and procedures, and your benefits as a SVCS 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 SVCS guideline, practice, manual or rule may alter the “at-will” status of your relationship with SVCS.

In order to retain necessary flexibility in the administration of its policies, procedures and benefits, SVCS reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever SVCS determines that such action is warranted. For these reasons, we urge you to check with the School Secretary 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.

I welcome you and wish you great success and fulfillment at Sacramento Valley Charter School. Sincerely

Dr. Amrik Singh, PhD

Principal

## **SECTION 2 - GENERAL**

This handbook has been written to serve as a guide for the employer/employee relationship. This handbook applies to faculty and staff at SVCS. 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 Dr. Singh or the School Secretary. 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 SVCS document confers any contractual right, either express or implied, to remain in SVCS'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 SVCS or you may resign for any reason at any time.

No supervisor or other representative of SVCS except the Principal, 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 SVCS, other than to individuals affiliated with SVCS whose knowledge of the information is required in the normal course of business

## **SECTION 3 - OUR MISSION/VISION/PHILOSOPHY**

### **MISSION STATEMENT**

Sacramento Valley Charter School will create an inspiring and challenging learning environment for our children and to promote a culture of strong social and family values.

### **VISION STATEMENT**

Sacramento Valley Charter School is a charter school with strong community support and participation that provides a rigorous, standards-based curriculum and individualized support for all children. SVCS has a safe and compassionate learning environment that promotes love of learning among children while meeting their academic, social and emotional needs. SVCS has a highly professional staff that builds an uncompromising commitment to learn, compete and excel.

## ACADEMIC PHILOSOPHY

All K-8 students are welcome to attend SVCS, and the School serves students from diverse backgrounds who live in the greater Sacramento Valley. The families who are attracted to SVCS share a common dream of a solid education for their children. Families choose SVCS based upon location, the offering of the Punjabi language, the focus on appreciation of cultural diversity, rigorous academics, and a welcoming climate.

SVCS' curriculum focuses on rigor and relevance for all students. The instruction is currently based on the California State Content Standards, Common Core State Standards for all core subjects, and Next Generation State Standards in Science ("NGSS") and measured through CAASPP Assessments. SVCS provides each student with powerful and consistent learning experiences that are differentiated to meet individual student needs. Developing student leaders is a priority at SVCS.

In order to ensure best teaching and learning practices, faculty is trained to design standards based instruction and align assessments to content standards. SVCS provides professional development to all teachers to implement strategies of effective standards-based instruction.

## 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

SVCS is an equal opportunity employer. In accordance with applicable law, the School prohibits discrimination against any employee or applicant for employment on the basis of an individual's protected status, including race/ethnicity, color, religious creed, including religious dress and



grooming practices, gender, gender identity, gender expression, national origin or ancestry (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or native language spoken, language proficiency, or possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law), physical disability, mental disability, medical condition, age, sexual orientation, marital status, parental status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity/expression, military service, veteran status, immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), genetic information, or any other characteristic or condition protected by applicable law. Also, in accordance with applicable law, the School prohibits discrimination against any qualified disabled employee or applicant, against a disabled veteran, or against a veteran of the Vietnam era. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics. The School will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training. Additionally, in accordance with applicable law, SVCS prohibits all forms of unlawful harassment of a sexual or other discriminatory nature. Any conduct contrary to this policy is prohibited. This policy applies to all applicants and employees of the School.

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

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

## HARASSMENT

It is the policy of SVCS to ensure equal employment opportunity without discrimination or harassment on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin or ancestry (which includes, but is not limited to national origin groups and aspects of national origin, such as height, weight, accent or native language spoken, language proficiency or possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law), physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), or any other

consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

SVCS prohibits any such discrimination or harassment. In addition, we prohibit abusive conduct/workplace bullying in the work environment. It is our mission to provide a professional work and learning environment free of harassment, discrimination and/or workplace bullying that maintains equality, dignity, and respect for all. It shall be a violation of this policy for any student, teacher, administrator, or other employee, including unpaid interns and volunteers of SVCS to harass, discriminate against or engage in abusive conduct towards other students, teachers, administrators, (including unpaid interns and volunteers) or other employees or anyone associated with SVCS through conduct or communication. The School will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including students, parents, vendors or other third parties, who have workplace contact with our employees. This policy applies to all applicants and employees (or other listed individuals), whether related to conduct engaged in by fellow employees or someone not directly connected to SVCS (e.g. an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or school-related social events.

The term employee includes teachers, classified staff, administrators, unpaid interns and volunteers.

### What is Harassment?

Harassment can take many forms. As used in this Employee Handbook, the terms “discrimination” and “harassment” includes all unwelcome conduct that comprises:

- Offensive remarks, comments, jokes or slurs pertaining to an individual’s race, religion, sex, sexual orientation, gender or gender identity or expression, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status as defined by law or regulation whether verbally or by electronic means including email, and/or text messages
- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved and whether verbally or by electronic means
- Offensive physical conduct, including touching, regardless of the gender of the individuals involved, including threats of harm, violence or assault
- Offensive pictures, drawings or photographs or other communications, including email, text messages, or other forms of electronic communication
- Holding company functions in inappropriate venues, such as a strip-club, sex or gender based practical jokes, sexual favoritism
- Threatening reprisals due to an employee’s refusal to respond to requests for sexual favors or for reporting a violation of this policy
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:
  - Submission to such conduct is made either explicitly or implicitly a term or condition

- of an individual's employment;
- Submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting such individual;
- Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive working environment.

### What is abusive conduct/workplace bullying?

- Conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer's legitimate business interests.
  - Use of derogatory remarks, insults and/or epithets
  - Verbal or physical conduct that sabotages or undermines a person's work performance that is threatening, humiliating or intimidating.
- Malice is defined as conduct which is "intended by the perpetrator to cause injury to the victim or despicable conduct which is carried on by the perpetrator with a willful and conscious disregard of the rights or safety of others." (Calif Civil Code §3294(c)(1))

### Responsibility

All SVCS employees have a responsibility for keeping our work environment free of harassment, discrimination and abusive conduct.

### Reporting

SVCS encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victims of such conduct should discuss their concerns with the Principal or School Secretary. In addition, SVCS encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. SVCS recognizes, however, that an individual may prefer to pursue the matter through formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although it is understood that an investigation will normally require the involvement of third parties. SVCS is serious about enforcing its policy against harassment; however, SVCS cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to SVCS's attention, so it can take whatever steps are necessary to correct the problems.

### Investigation/Complaint Procedure

All complaints of harassment, discrimination or abusive conduct will be promptly investigated. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the

nature and severity of the offense. Appropriate action will also be taken in the event the accusations are intentionally false or malicious in intent.

Individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with the Principal or the School Secretary. SVCS encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination, abusive conduct or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation methods and appropriate corrective actions. The School has a compelling interest in protecting the integrity of its investigations. In every investigation, the School has a strong desire to protect witnesses from harassment, intimidation and retaliation, to keep evidence from being destroyed, to ensure that testimony is not fabricated, and to prevent a cover-up. If the School reasonably imposes a confidentiality requirement and you do not maintain such confidentiality, you may be subject to disciplinary action up to and including immediate termination.

Misconduct constituting harassment, discrimination, abusive conduct, or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as SVCS believes appropriate under the circumstances. False and malicious complaints of harassment, discrimination, abusive conduct, or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

### Retaliation

Retaliation against an individual for reporting harassment, discrimination, abusive conduct or for participating in an investigation of a claim of such is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

### Conclusion

This policy was developed to ensure that all employees could work in an environment free from harassment, discrimination, abusive conduct and retaliation. SVCS will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has questions or concerns about these policies should talk with the Principal or the School Secretary. Finally, these policies should not, and may not, be used as a basis for excluding or

separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of SVCS prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination, abusive conduct, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

If you believe you have experienced discrimination, harassment, or abusive conduct you may file a Department of Fair Employment and Housing (“DFEH”) or Equal Employment Opportunity Commission complaint. For information contact the DFEH or EEOC. You may find their phone numbers in the phone directory.

## AT WILL EMPLOYMENT

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

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

## OPEN COMMUNICATION POLICY

We want to hear from you. SVCS 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. SVCS is interested in all our employee’s success and fulfillment. We welcome all constructive suggestions and ideas.

Employees who have work-related concerns or complaints are encouraged to discuss them with the Principal or School Secretary. Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. SVCS will attempt to keep the employee’s concerns and complaints and any resulting investigation confidential to the extent feasible. However, in the course of an investigation and/or in resolving the matter, some

dissemination of information to others may be necessary, appropriate, and/or required by law.

## LACTATION ACCOMMODATION POLICY

SVCS provides a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The school will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express milk in private.

An employee who would like to request an accommodation to express milk should complete an accommodation request form and contact the Principal or School Secretary. 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 the Principal or School Secretary 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 the Principal or the School Secretary. Discrimination against and harassment of lactating employees in any form is unacceptable, a form of prohibited sex/gender discrimination, will not be tolerated at SVCS and will be handled in accordance with SVCS's policy on discrimination and harassment.

## PUBLIC RELATIONS

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

Below are several things employees can do to help leave people with a good impression of SVCS. 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
- 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

SVCS 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 SVCS policy, specifically the policies contained in SVCS's Employee Handbook.

An employee who wishes to report a suspected violation of law or SVCS policy may do so confidentially by contacting the Board of Directors.

SVCS 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 SVCS. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: The Principal or the School Secretary. Any staff member that receives complaints of retaliation must immediately inform the Principal or School Secretary.

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 Principal will conduct the investigation or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings as appropriate.

## **SECTION 5 - THE EMPLOYMENT PROCESS**

### EMPLOYEE CLASSIFICATIONS

Each SVCS employee is either a regular “full-time” or regular “part-time” employee and either an “exempt” or “non-exempt” employee. Some of the policies and benefits described in this handbook depend on whether the employee is full-time or part-time. Full-time employees are those employees regularly scheduled to work 30+ hours or more each week. Part-time employees are those regularly scheduled to work less than 30 hours each week. Part-time employees are not eligible for employee benefits, except those mandated by applicable law.

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

**Exempt employees:** This category includes all employees who are determined by the School to be exempt from certain wage and hour provisions of state and federal laws. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. 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. Exempt employees should always respond to emails within 24 hours even during vacation or school breaks. Reasonable exceptions will be made; in extenuating services please respond as soon as possible. Automated responses and out-of-office messages are not appropriate for exempt employees.

**Non-exempt employees:** This category includes all employees who are covered by certain wage and hour provisions of state and federal laws. Non-exempt employees are entitled to overtime for hours worked beyond 8 hours in one workday or beyond 40 in one workweek, as well as meal and rest breaks as prescribed by law.

**Instructional or Certificated Employee:** Instructional or Certificated Employees are those employees hired by SVCS for the primary purpose of instructing students.

**Non-Instructional or Classified Employee:** Non-Instructional or Classified Employees includes those employees hired by SVCS that do not primarily instruct students, such as administrative, maintenance, assistants and other operational employees.

## WORK SCHEDULES

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Principal 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 the Principal. All schedule changes or modifications must be approved by the Principal.

SVCS 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 Principal has required you to attend and work at the function. Employees violating these rules may be subject to disciplinary action up to and including termination.

### Instructional Employees:

The normal working hours for instructional employees at the school sites are from 8:00 a.m. to 4:00 p.m. with one thirty (30) minute meal break. Instructional 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 prep, evening and Saturday workshops or special meetings.

The Principal must approve any exceptions to the regular work schedule for instructional employees.

### Non-Instructional Employees:

The Principal will determine the normal working hours for non-instructional employees. Nonexempt, non-instructional 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 will be expected to work the number of hours necessary to complete their assigned responsibilities.

## WORKWEEK AND WORKDAY

SVCS’s workweek is from Monday at 7:30 A.M. through the following Friday at 5:00 P.M.

## SCHOOL HOLIDAYS

The School observes 6 holidays and 3 breaks during the year:

- Martin Luther King Day
- Lincoln’s Birthday
- Presidents’ Day
- Memorial Day
- Summer Break (includes Fourth of July)
- Labor Day
- Veterans’ Day

- Thanksgiving Break (includes Thanksgiving Day)
- Winter Break (includes Christmas Day & New Year's Day)

All holidays and breaks are unpaid, as the school is closed on those days. Classified staff may be scheduled to work during breaks, on a case-by-case basis, as approved by the Principal.

## ACADEMIC FREEDOM

Academic freedom is not absolute. It must be exercised within the basic ethical responsibilities of the teaching profession. Those responsibilities include:

- An understanding of our academic traditions and methods;
- A concern for the welfare, growth, maturity and development of children;
- The use of accepted scholastic methods; and
- Application of good taste and judgment in selecting and employing materials and methods of instruction.

## ATTENDANCE AND PUNCTUALITY

Employees are expected to observe regular attendance and be punctual. Each of our employees is critical to our success. Therefore, regular attendance and punctuality is considered an essential function of all positions. If you are unable to report for work on any particular day, you must call the Principal at least one (1) hour before the time you are scheduled to begin working for that day. If you call in less than one (1) hour before your scheduled time to begin work, you will be considered tardy for that day. Absent extenuating circumstances or a medical provider's order excusing you from work for a period of time, you must call in on any day you are scheduled to work and will not report to work. The School understands that in some cases, advance notice is not possible. In these cases, notify the Principal personally at the earliest possible moment. If requested, you must provide verification of the reason for your absence.

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

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

## TIME RECORDS (NON-EXEMPT EMPLOYEES)

Nonexempt employees must accurately complete time records within the School's timekeeping system on a daily basis. Each time record must show the exact time each work period began and ended, the meal periods taken, and your signature. Absences and overtime must be accurately

identified on your time record. Non-exempt employees are not allowed to work “off the clock.” All time worked must be recorded. You cannot record time and/or submit a time record for another employee. Each employee must sign and submit his or her own time record. Employees must record all time actually worked; working off the clock is prohibited.

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

## BIOMETRIC ATTENDANCE REQUIREMENTS

All hourly employees are expected to log in their hours as per their approved schedule. Any hours out of the scheduled time will not be paid if not approved by the principal. No call, no show will be taken seriously and can lead to involuntary termination.

If an hourly employee has forgotten or by error entered any hours for which he/she hasn't worked as per the schedule should be reported to the office immediately.

## OFF THE CLOCK WORK

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

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

All non-exempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not 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 the School Secretary 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. 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 Principal 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 Principal 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 day's time record and to the employee's supervisor immediately. The meal period must be accurately recorded on the employee's timesheet. Meal periods are unpaid time and employees are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday.

## Rest Periods

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.

### Hours Worked Number of Rest Periods

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 The School Secretary.

## PAYDAYS

Paydays at SVCS are the fifth (5th) and twentieth (20th) of each month for the 2021-2022 school year. The School Secretary or his or her designee will distribute checks to those who do not have direct deposit. If a normally scheduled pay day falls on a weekend or holiday, paychecks will be distributed the preceding business day.

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

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

## **PAYROLL WITHHOLDINGS**

SVCS is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), 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, SVCS must comply with that order within the time allowed by law and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

If an employee believes an error has been made in his or her pay or deductions, SVCS will work in good faith to resolve errors as soon as possible. The employee should notify the School Secretary 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 School Secretary 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 submit it to the School Secretary.

## **SECTION 6 - CONDITIONS OF EMPLOYMENT**

### **IMMIGRATION LAW COMPLIANCE**

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

SVCS 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. Further, in compliance with the Immigrant Worker Protection Act, SVCS 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.

## CREDENTIAL REQUIREMENTS

If you are a credentialed team member, you must provide copies of your credential, certificate of clearance, transcripts, and test scores prior to your first day of actual work and if already employed, prior to the start of the academic year if applicable. Failure to provide these documents may delay your ability to begin work.

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

If you allow a credential, certificate, registration, or required course deadline to expire, or if you fail recertification, training, or testing, or otherwise fail to maintain the necessary credential for your assignment, SVCS is required to remove you from the work schedule until you meet the necessary requirements for your assignment or renew your credential.

## TUBERCULOSIS ASSESSMENT/TEST

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

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

SVCS 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. SVCS 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 furnishes the school with a criminal record summary”.

All employees must have Live Scan fingerprint results on file with SVCS. Proof of Live Scan fingerprinting is a requirement of employment and the results must be provided to SVCS 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 are also 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 SVCS may be taken into consideration in evaluating one’s suitability for employment, promotion, reassignment, or retention as an Employee. The School may not hire or retain any person who has a criminal conviction as defined in Education Code § 44010 (certain sex offenses, drug offenses, and serious/violent felonies).

SVCS shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification.

SVCS 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, SVCS 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 SVCS’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.

Employees with adverse background information (such as certain specific criminal convictions) may be ineligible for employment with SVCS.

For additional information on background checks, please contact the School Secretary.

## SUBSEQUENT ARREST NOTIFICATION SERVICE

All employees are subject to “Subsequent Arrest Notification Service” by the DOJ once they have been fingerprinted for SVCS. Any time an employee is arrested after his or her initial background clearance for the school, the DOJ will notify the school Principal and send the school the new CORI information. The Principal will evaluate the new information and determine whether it justifies suspension or termination of the individual’s employment. At the discretion of the Principal, he or she can seek counsel from the Board of Directors and/or legal counsel, in closed session, in determining suitability for continued employment. After the evaluation has taken place and a decision has been made regarding the individual’s suitability to

continue employment, the CORI records received from the DOJ will be destroyed. Applicants will receive confidential notification of their suspension or termination. Those individuals who are suspended or terminated can make a one-time appeal to the Principal for reconsideration if he or she feels there has been an error in the review of their record. The decision of the Principal is final.

## CHILD ABUSE AND NEGLECT REPORTING ACT

Since our employees work directly with children, they are in a position to detect instances of child abuse and neglect. It is SVCS's policy that all school employees shall comply with the California State law regarding child abuse reporting procedures. Section 11166 of the California Penal Code mandates the reporting to designated authorities of cases of suspected child abuse as follows:

“Any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in 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 shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.”

While each employee has the responsibility to ensure the reporting of any child, he/she suspects is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. Classroom teachers who become aware of suspected child abuse should request class coverage from the Main Office immediately and report the suspicions as required.

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

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

## FIRST-AID AND CPR TRAINING

All individuals working unsupervised with children or in a classroom setting (i.e. core teachers,



advisors, coaches, non-core teachers, administrators) must receive, renew, and maintain basic first aid and CPR certification by the first day of school for students. SVCS will provide First Aid and CPR training for teachers, assistants and staff. Any employee required to be first aid certified and hired after the beginning of the school year 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 School Secretary.

## PERSONNEL FILES

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

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

## CHANGES IN EMPLOYMENT

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

## SECTION 7 - PERFORMANCE

### EMPLOYEE PERFORMANCE REVIEW

Supervisors will generally conduct performance reviews with all regular full-time and regular part time employees annually. Supervisors may conduct informal performance reviews and goal setting sessions more often if they choose.

Performance reviews are designed for the Principal and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, the employee and supervisor discuss ways in which the employee can accomplish goals or learn new skills. The goal setting sessions are designed for the employee and his/her supervisor to make and agree on new goals, skills, and areas for improvement.

Your performance review and goal setting sessions may or may not have a direct effect on any changes in your compensation. For this reason, among others, it is important to prepare for these reviews carefully, and participate in them fully.

## **SECTION 8 - LEAVES**

### **FAMILY CARE AND MEDICAL LEAVE**

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

- **Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of baby-bonding where the threshold is twenty (20) employees).

- **Events That May Entitle an Employee to FMLA Leave**

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

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).
  - a. A “serious health condition” is an illness, injury (including, but not limited to,

on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

- b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
- c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
- d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.

- 3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
- 4. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.

• Amount of FMLA Leave Which May Be Taken

- 1. FMLA leave can be taken in one (1) or more periods but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for anyone, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
- 2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces servicemember shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.

3. The “twelve-month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay during FMLA Leave

1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrued during any period of unpaid FMLA 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 leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage,

the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

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

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

- Seniority

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

- Medical Certifications

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

1. An employee should request FMLA leave by completing a Request for Leave form

and submitting it to the Principal. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.

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

- Return to Work

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.

2. When a request for FMLA leave is granted to an employee (other than a “key” employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Limitations on Reinstatement

1. SVCS may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to the School’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of the School’s employees within seventy-five (75) miles of the employee’s worksite.
2. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- Employment during Leave

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

## PREGNANCY DISABILITY LEAVE

The School provides pregnancy disability leaves of absence without pay to eligible employees

who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the School. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

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

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any accrued sick time during any unpaid portion of pregnancy disability leave. Employees may also elect to use any accrued vacation time during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available vacation and/or sick leave.

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

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

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



If you have any questions regarding pregnancy disability leave, please contact the School Secretary.

## MILITARY SPOUSE LEAVE

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

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

The employee may use accrued vacation/sick or PTO for this leave.

## WORKERS' COMPENSATION LEAVE

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration 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

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

## 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 without 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 freest 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.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off. Nothing in this policy requires the employee to bring his or her mail (absentee) ballot to work, including mailing such absentee ballot from work

## SCHOOL ACTIVITIES LEAVE

The School encourages employees to participate in the school activities of their child(ren). The leave is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in a licensed daycare, kindergarten or grades 1 through 12 may take time off to participate in the activities of the daycare or school;
- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each year;
- Employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If the School employs both parents, the first employee to request such leave will receive

the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;

- Employees must use existing vacation or personal leave in order to receive compensation for this time off;
- Employees who do not have paid time off available will take the time off without pay.
- Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed child care/day care facility.

## SCHOOL APPEARANCE/SUSPENSION LEAVE

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

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

## CRIME VICTIM LEAVE

Employees are allowed to be absent from work 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 advance 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/ STALKING LEAVE

If you are a victim of domestic violence, 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). 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.

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.

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 helping 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.

## MILITARY LEAVE

California's military leave laws, found at Military & Veterans Code section 389 et seq. and the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), found at 38 U.S.C. Section 4301 et seq. ensure that employees are not adversely affected in their employment after taking leave for military service. Employees who serve in the military and are entitled to a military leave of absence without pay from the School under applicable laws should notify the Principal regarding the need for military leave.

Please see the Principal for more information regarding job reinstatement rights upon completion of military service.

## ADULT LITERACY LEAVE

Pursuant to California law, the School will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an adult literacy education. However, you may utilize 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

If you volunteer to donate an organ you may take up to thirty (30) days paid leave per year for this process or up to five (5) days paid leave for the donation of bone marrow.

You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to two weeks of any accrued paid leave (sick and/or vacation/PTO) for organ donation and up to five (5) days accrued paid leave (sick and/or vacation/PTO) for bone marrow donation. This leave does not run concurrently with

FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

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

required to pay any portion of their benefits they are currently paying.

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

## DRUG & ALCOHOL REHABILITATION LEAVE

SVCS 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

In California, no employee shall receive discipline for taking time off to perform emergency duty as a volunteer firefighter, reserve peace officer or emergency rescue personnel. If you are participating in this kind of emergency duty, please alert your supervisor so that he or she may be aware of the fact that you may have to take unpaid time off for emergency duty. In the event that you need to take off for emergency duty, please alert your supervisor before doing so whenever possible.

Emergency duty is unpaid. You may choose to use your accrued sick, vacation and/or PTO if you wish to receive compensation for this time off.

If you feel you have been treated unfairly as a result of taking or requesting Emergency Duty, you should contact your supervisor or any other manager, as appropriate.

## CIVIL AIR PATROL LEAVE

SVCS 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 are required to give the School as much notice as possible of the intended dates upon which the leave would begin and end. The School will restore the employee to the

position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued sick, vacation, and/or PTO.

## SECTION 9 - BENEFITS

### VACATION

SVCS does not provide a vacation accrual. This Agreement does not provide for leave of absence for personal work, personal vacation or travel for pleasure during the school session.

### SICK LEAVE POLICY

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:

Full-time, exempt salaried employees on the instructional staff calendar will accrue sick leave at a rate of eight (8) days per year. Full-time, exempt salaried employees on the administrative calendar will accrue sick leave at a rate of ten (10) days per year. Unused sick leave may be carried over for use in a subsequent year, up to a 20-day cap. Once this cap is reached, no further accruals will be allowed until some sick time is used.

Full-time and part-time non-exempt hourly employees will earn one hour of paid leave for every 30 hours worked. Accrual begins on the first day of employment. The accrual is calculated based on actual hours worked on an as-worked basis. An employee may use accrued paid sick days beginning on the 90th day of employment. The amount of paid sick leave these employees can use in one year shall be limited to 24 hours or three days, whichever is greater. Accrued paid sick leave may be carried over to the next year but shall be capped at 48 hours or six days.

#### 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, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

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

#### Limits on Use and Accrual:

PSL may be taken in minimum increments of one hour. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use accrued PSL to make up for the absence. Employee pay will be docked for absences in excess of the employee's sick leave balance. PSL does not accrue during any non working time or unpaid leave of absence.

#### 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.

Absences longer than three (3) days due to illness will require medical evidence of illness and/or medical certification of fitness to return to work.

#### Termination:

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

#### Transfers In/Out:

SVCS will accept a maximum of 160 hours sick leave from a prior California school district or charter school employer. The prior employer must certify in writing the amount of accumulated sick leave the employee possessed at the end of separation. Unused sick leave may be transferred to a subsequent California school employer.

#### No Discrimination or Retaliation:

Employees cannot be required to find a replacement as a condition for using PSL. The school prohibits discrimination or retaliation against employees for using their PSL.

### INSURANCE BENEFITS

Full-time employees are entitled to insurance benefits offered by SVCS. These insurance benefits will include medical, dental, and vision. The school will set a defined contribution towards the employee's insurance premiums that are sponsored by SVCS. 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 four (4) months are responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA.

Full-time employees will also be covered under an insurance policy that includes Life, Accidental Death & Dismemberment and Long-Term Disability at no cost to the full-time employee. Additional voluntary insurance plans may be offered through the 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 SVCS'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 SVCS group rates plus an administration fee. SVCS or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under SVCS's health insurance plan. The notice contains important information about the employee's rights and obligations.

## SOCIAL SECURITY/MEDICARE

When you retire, or if you become disabled, you may be eligible to receive Social Security and/or Medicare benefits based on earnings from this job. SVCS does not participate in State-sponsored pension programs (STRS and PERS).

SVCS withholds income tax from all employees' earnings and participates in FICA (Social Security) 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 the School Secretary.

## WORKER'S COMPENSATION INSURANCE

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

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

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

workers' compensation claim.

## **SECTION 10 - EMPLOYEE COMMUNICATIONS**

### **COMPUTER, EMAIL AND INTERNET POLICY**

Every employee is responsible for using the SVCS's computer system, including, without limitation, its electronic mail (Email) system and the Internet, properly and in accordance with this policy. Any questions about this policy should be addressed to the Principal.

The computers that you use at work and the Email system are the property of SVCS and have been provided for use in conducting SVCS 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 SVCS records and property of SVCS. The computer system is to be used for school purposes only. Employees may, however, use SVCS technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with SVCS business, and does not violate any SVCS 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.

#### No Expectation of Privacy

SVCS 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, SVCS may exercise its right to monitor its computer system for any reason and without the permission of any employee. Employee use of SVCS'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 SVCS's computers is not assured. Use of passwords or other security measures does not in any way diminish SVCS'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 SVCS for any reason that SVCS, 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 SVCS 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 the Principal.

#### 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. Users should write Email communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on SVCS letterhead. 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 SVCS if disclosed in litigation or otherwise.

#### Use of SVCS Apps

Employees have access to confidential information through certain applications such as GrandStream. This application allows teachers to make phone calls to parents and students without giving out their personal phone number. Instead, this application shows that SVCS is calling even if you are calling from your personal cell phone. In accordance with appropriate usage of this application, it should only be used for school business. Teachers should only make phone calls during an appropriate time and only in regards to specific feedback about the student. Teachers should not use the information that they have accessed via GrandStream for any personal matters.

#### Offensive and Inappropriate Material

SVCS's policy against discrimination and harassment, sexual or otherwise, applies fully to SVCS'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, abusive, embarrassing, sexually explicit, profane, obscene, intimidating,

defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in SVCS's computers. Employees encountering or receiving this kind of material should immediately report the incident to the Principal.

SVCS may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by SVCS networks. Notwithstanding the foregoing, SVCS 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 SVCS's blocking software.

### Solicitations

SVCS's computer systems (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 Principal 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 Principal.

### Games and Entertainment Software

Employees may not use a SVCS 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 SVCS's "Confidential Information" policy, contained herein, for a general description of what SVCS deems confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

### Copyrights and Trademarks

SVCS'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 the Principal. 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 SVCS-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 SVCS, employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of SVCS."

### Maintenance and Security of the System

Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related. In addition, employees should routinely delete outdated or otherwise unnecessary Emails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

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

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

### Violations of this Policy

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

### Amendment and Modification of this Policy

SVCS reserves the right to modify this policy at any time, with or without notice. SVCS 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.

## SOCIAL MEDIA POLICY

SVCS has adopted the following policy with regard to employees' behavior on social networking sites. If you wish to use networking protocols or set up a social media site as a part of the educational process, please work with your administrators and technology staff to identify and use a restricted, school-endorsed networking platform. Such sites will be the property of the School who will have unrestricted access to, and control of, such sites.

Employees shall not accept students as friends on any personal social networking sites and are to decline any student-initiated friend requests. Teachers are not to initiate "friendships" with students or parents. Employees must delete any students already on their "friends" list immediately.

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 a School employee at risk. SVCS 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.

Due to security risks, employees must be cautious when installing the external applications that work with the social networking site. At a minimum, it is recommended that all employees should have all privacy settings set to "Only Friends". The settings "Friends of Friends" and "Networks and Friends" open your content to a large group of unknown people, including students.

### Personal or Professional Blogs

If you are developing a website or writing a blog that will mention SVCS, 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 SVCS. Unless given permission by the Principal, you are not authorized to speak on behalf of SVCS or to represent that you do so. If you are developing a site or writing a blog that will mention SVCS, as a courtesy to the organization, please let the Principal know in advance of publication. The Principal 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 SVCS. 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 SVCS considers confidential and proprietary. If you have any questions about whether information has been released publicly or doubts of any kind, speak with the School Secretary.

When writing a blog or participating in any other social networking site, employees should speak respectfully about SVCS 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 SVCS 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 SVCS 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 SVCS'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 Principal.

In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact the Principal.

Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

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

## EQUIPMENT POLICY

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

## Laptop Computers

Each staff member assigned a laptop for professional use shall be required to sign a laptop Agreement Form and will be charged for any damages, loss or theft to the laptop caused by willful misconduct and/or negligence.

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

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

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

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

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

The School may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to management review, monitoring and auditing by the School. Other audits may be performed on the usage and internal controls as



deemed necessary.

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

## PERSONAL PHONE AND PERSONAL CELL PHONE USE

Personal phone calls should not be made or received during working hours. Any such calls must be made during employee breaks. Friends and relatives should be discouraged from calling during business hours unless there is an emergency. All emergency calls should be directed to the main office. When the call is received, the employee will be contacted.

In addition, the use of personal cell phones for placing or receiving calls, sending or receiving text messages, checking voicemail, or any other form of communication supported by the cell phone provider during working hours is strictly prohibited. Cell phones should be placed out of sight and completely silenced to avoid disruption to the learning environment. In the event of a field trip or other class outing where personal cell phones may be used for safety purposes, communication should be limited to school staff only. The school will not be responsible for lost or stolen cell phones or other personal property.

## NO SOLICITATION/DISTRIBUTION POLICY

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

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

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

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

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

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

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

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

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

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

### Definitions

School "premises": property owned, leased, operated, managed or controlled by the school, including buildings, parking lots, and play areas that the school has the right to use exclusively or in common with others, vehicles owned or operated by the school, and any location where school sponsored activities are taking place, such as restaurants, banquet halls, athletic facilities, parks or other recreational facilities.

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

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

### Employee Responsibility

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

## NEPOTISM POLICY

SVCS 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 SVCS, 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. SVCS 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. If in the opinion of SVCS, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time.

The Board of Directors must approve any exceptions to this policy.

## BUILDING SECURITY/SCHOOL KEYS

All employees who are issued keys to the office and classrooms are responsible for their safekeeping. These employees will sign a Key Distribution 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 School. If your school keys are lost, misplaced, destroyed, or stolen, you must report it immediately to the School Secretary.

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

## INTERNAL INVESTIGATIONS & SEARCHES

From time to time SVCS 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 SVCS's discretion, employees' work areas (i.e. desks, file cabinets, lockers, etc.) and personal belongings (i.e. briefcases, handbags, etc.) may be subject to a search without notice. Employees are required to cooperate. Because even a routine search for SVCS 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 SVCS. SVCS 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

SVCS has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect SVCS or which occur on SVCS 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 SVCS 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 SVCS premises, regardless of the relationship between SVCS and the parties involved.

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

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 SVCS property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapon

SVCS's prohibition against threats and acts of violence applies to all persons involved in SVCS's operation, including but not limited to all personnel, contract, unpaid interns, volunteers and temporary workers and anyone else, including parents on SVCS property. Violations of this policy by any individual on SVCS 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 the Principal.

## SECTION 11 - STANDARDS OF CONDUCT

### PERSONAL STANDARDS

Each employee must be neatly groomed and wear clothing that is professional and appropriate for the employee's position. The Principal will inform you of any special clothing requirements. Employees will not be permitted to wear clothing or otherwise present an appearance that may cause disruption, be taken as offensive or reduce productivity. If you are assigned a School uniform, your uniform must be clean and presentable when you report to work.

## PUBLIC IMAGE/DRESS CODE

The following items are considered inappropriate working attire for SVCS

employees:

- Spaghetti-strapped shirts

- Tank tops or revealing shirts
- Short mini skirts
- Sheer clothing
- T-shirts with inappropriate or offensive gestures or advertising.
- Jeans (allowed on non-student, non-conference days)

The Principal will be the final arbiter of what is considered to be inappropriate attire. You may be required to return home to change clothing if deemed necessary. Non-exempt employees will not be paid for time away from work to change attire. If management occasionally designates "casual days," appropriate guidelines will be provided to you.

Consult your supervisor if you have any questions regarding appropriate attire.

## PERSONAL APPEARANCE/STANDARDS OF DRESS

The Board of Directors believes that teachers and other SVCS 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 women's 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 Principal 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.

- For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- Clothing or jewelry that depict and/or promote gangs (as defined in Ed. Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- Appropriate shoes must be worn at all times.
- The Principal will be the final arbiter of what constitutes appropriate dress and attire.

## DISCIPLINARY PHYSICAL CONTACT WITH STUDENTS

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

## STAFF-STUDENT INTERACTIONS

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

### Boundaries Defined

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

### Acceptable and Unacceptable Behaviors

Some activities may seem innocent from a staff member’s point-of-view but could be perceived as flirtation or sexual insinuation from the perspective of students or parents. There is no single reasonable person standard. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or “grooming.” Grooming is defined as an act or series of acts by a sexual predator

to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction. Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. Violations could subject the teacher or staff member to discipline up to and including termination. *Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for any required disciplinary purposes.* Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

## Unacceptable Behaviors

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

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

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

#### Acceptable Behaviors

1. Pats on the shoulder or back
2. Handshakes
3. "High-fives" and hand slapping
4. Touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
5. Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only
6. Holding hands while walking with small children or children with significant disabilities
7. Assisting with toileting of small or disabled children in view of another staff member
8. Touch required under an IEP or 504 Plan
9. Reasonable restraint of a violent person to protect self, others, or property
10. Obtaining formal written pre-approval from the Principal to take students off school property for activities such as field trips or competitions, including parent's written permission and waiver form for any sponsored after-school activity whether on or off campus
11. Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment)
12. Keeping the door wide open when alone with a student



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

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

### Boundaries Reporting

When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a strong suspicion of misconduct, he or she must report the suspicion to the Principal promptly. Reasonable suspicion means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe the conduct occurred. Prompt reporting of observations falling into the unacceptable range of adult behavior with students is essential to protect students, the staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

### Child Abuse / Sexual Abuse Reporting (Mandatory Reporting)

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

### Investigating

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

## CIVILITY

Civility comprises a conscious demonstration of mutual respect for people, for their roles, for their knowledge and expertise. Civility requires cooperation, tolerance, acceptance, inclusiveness, kindness, courtesy, and patience. It is expressed not only in the words we choose, but in our tone, demeanor, and actions. All members of the SVCS community are responsible for and expected to exemplify and promote civility. SVCS is committed to creating and maintaining a positive learning and working environment. While it is understood that disagreement will occur in work settings, open communication, intellectual integrity, mutual respect for differing viewpoints, freedom from unnecessary disruption, and a climate of civility are important values that we embrace.

Examples of civility include:

- Respect and courtesy in language, demeanor, and actions
- Saying “please”, “thank you” and “sorry”
- Respectful acknowledgement of individual differences
- Empathy and patience
- Practicing effective listening

- Refraining from gossip, complaining or other forms of negativity in daily interactions • Refraining from insulting, disrespectful, dismissive, or humiliating language and/or actions (such as eye-rolling, heavy sarcasm)

All employees deserve to be treated with dignity and respect at their place of work. They deserve to work in an environment free from incivility, harassment, or bullying. The SVCS Board and Administration are ultimately responsible for creating a positive work climate, and addressing civility concerns in a timely manner.

## CUSTOMER & PUBLIC RELATIONS

The School's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of the Principal.

## PROHIBITED CONDUCT

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

- Falsification of employment records, employment information, or other School records.
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's.
- Theft, deliberate or careless damage or loss of any School property or the property of any employee or customer.
- Provoking a fight or fighting during working hours or on School property.
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive.
- Carrying firearms or any other dangerous weapons on School premises at any time.
- 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.
- 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.
- Unreported absence on scheduled workdays.

- Unauthorized use of School equipment, time, materials, facilities, or the School name.
- Sleeping or malingering on the job.
- Failure to observe working schedules, including the required rest and meal periods.
- Engaging in criminal conduct whether or not related to job performance.
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.
- Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work.
- 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.
- Violation of any safety, health, security or School rule.
- Working overtime without authorization or refusing to work assigned overtime.

## CONFIDENTIAL INFORMATION

You may, during the course of your duties, be advised of certain confidential business matters and affairs of the 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 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 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 School;
- Without the written consent of the 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 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 School all property of the School in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the School.

## CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social and economic relationships with competitors, suppliers, customers, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the School or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment and morale problems. Any employee involved in such situations or relationships must immediately and fully disclose the nature of the situation or relationship to the Principal so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

SVCS expects employees to devote their best efforts to the interests of our school. SVCS 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 SVCS or create a conflict of interest with your statutory duty of loyalty to the School. The School prohibits employees from working with another School or external organization that competes with SVCS 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 Principal to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

## Outside Employment

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

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

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

## EXPENSE REIMBURSEMENT POLICY

SVCS 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, telephone and fax charges, and purchases made on behalf of the organization.

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

### General guidelines

- Original receipts are required for reimbursement of all expenses except for per diems.

These expenses include:

- Original boarding passes for airplane / train travel
- Credit card receipts
- Detailed merchant receipts

Receipts must be accompanied by a summary which outlines:

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

- The purpose for the expense

Expense summaries must be submitted with receipts and approved by the [insert job title here].

All expenses and summaries must be submitted within 30 days to [insert job title here] for payment. Travel guidelines

Employees are required to fly coach class with the lowest available airfare for non-stop travel.

If a car rental is required, employees are requested to rent midsize or compact vehicles. Employees will be reimbursed for the fuel costs associated with renting a vehicle.

Employees will be reimbursed for reasonable hotel accommodations. Discounted room rates should be requested at the time of room booking.

For work-related trips, employees will be eligible for reimbursement of actual expenses up to a maximum of \$15 for breakfast, \$18 for lunch and \$30 for dinner AND/OR the negotiated conference rate per night for hotel accommodations not to exceed \$200 plus taxes. 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.
- Alcohol (with or without meals)

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

#### 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 \$10.00 per month for a personal cell phone plan. This 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 Principal.

## SECTION 12 - SAFETY

### SUBSTANCE ABUSE POLICY

SVCS is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drug abuse have been established for all staff members, regardless of position, including both regular and temporary employees. The rules apply during working hours to all employees of SVCS while they are on school premises or elsewhere on SVCS business.

- The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on SVCS property is prohibited.
- Being under the influence of illegal drugs, alcohol, or substances of abuse on SVCS property is prohibited.
- Working while under the influence of prescription drugs that impair performance is prohibited.
- Failure to keep all prescribed medicine in its original container.

So there is no question about what these rules signify, please note the following definitions: • SVCS Property: All school owned, or leased property used by employees.

- Controlled substance of abuse: Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended.
- Drug: Any chemical substance that produces physical, mental, emotional, or behavioral change in the user.
- Drug paraphernalia: Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.
- Illegal drug: Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation.
  - Any drug, including – but not limited to – a prescription drug, (including medically prescribed marijuana) used for any reason other than that prescribed by a physician.
  - Inhalants used illegally.
- Under the influence: A state of not having the normal use of mental or physical faculties



resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

Consistent with the rules listed above, any of the following actions constitutes a violation of the SVCS's policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination.

- Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.
- Working or reporting to work, conducting business or being on SVCS property while under the influence of an illegal drug or alcohol, or in an impaired condition.

## SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non nicotine cigarettes including (herbal cigarettes, i.e. marijuana) as well as e-cigarettes, and vaping. Smoking is prohibited within 50 feet of a school building and within 55 feet of a school playground.

## SECURITY

All employees are responsible for helping to maintain a secure workplace. Be aware of people 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 School Secretary, other employees or call 911. Report any suspicious persons or activities to the School Secretary. 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 School Secretary.

## PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on SVCS 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 SVCS business must be insured by the employee's personal automobile insurer. SVCS's liability insurance applies on a secondary basis

if the underlying personal auto insurance is insufficient. In no event does SVCS'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

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

## SAFETY POLICY

SVCS is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to the Principal immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process or business practice for which the School is responsible, bring it to the attention of the Principal immediately. The Principal should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Principal regarding the problem.

All workplace injuries and illnesses must be immediately reported to the School Secretary.

SVCS has in place a written Injury and Illness Prevention Program as required by law. It is located in the main office for review.

## ERGONOMICS

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

## 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 School Secretary.

## SECTION 13 - TERMINATION

### VOLUNTARY TERMINATION

SVCS 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 SVCS; (2) fails to return from an approved leave of absence on the date specified without notifying the school for the need for continued leave including failure to communicate with the school; or (3) fails to report for work without notice to SVCS for two (2) consecutive work days. SVCS requests that employees provide at least two weeks' written notice of a voluntary termination. All SVCS property must be returned immediately upon terminating employment. SVCS 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 SVCS's Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, pursuant to its at-will policy, SVCS reserves the right to terminate any employee at any time, with or without advance notice and with or without cause.

### DISMISSAL, DISCIPLINE, AND TERMINATION OF EMPLOYMENT

SVCS 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 SVCS.

The following list, while not complete, gives examples of behavior that can result in the immediate termination of employment. Employees should be aware that conduct not specifically listed below also might result in disciplinary action up to and including termination.

- Breaching confidentiality;
- Fighting, violence, or using abusive language or conduct that is hostile or disrespectful to a student, co-worker, supervisor, board member, volunteer, or any other persons associated or served by the school, including parents;
- Falsifying or altering school records or student achievement data;
- Violating the school's equal opportunity or harassment policies;
- Unauthorized use of school property;

- Unsatisfactory performance, where the employee has been given written notice of the deficiency and an opportunity to cure the deficiency;
- Unfit for service, including the inability to appropriately instruct students or associate with students;
- Insubordination;
- Falsifying or concealing information on employment records, employment information, an employment application, time record, or other SVCS record;
- Willfully or maliciously making false statements regarding any co-worker or SVCS, making threats or using abusive language toward fellow employees, supervisors, students, parents, or visitors, or otherwise violating SVCS's policy concerning workplace violence;
- Theft or the deliberate or careless damage or destruction of SVCS property, or the property of SVCS's employees, students or anyone on SVCS property;
  - Possessing weapons on SVCS's property at any time or while acting on behalf of SVCS;
- Refusal to comply with any federal or state regulation or law, or refusal to comply with any SVCS policy or procedure;
- Possession of or being under the influence of illegal drugs or alcohol while performing any professional duties or when publicly representing SVCS, such as at a professional conference, or otherwise violating SVCS's Drug and Alcohol Policy;
- Engaging in criminal conduct whether or not related to job performance;
- Gross negligence leading to the endangerment or harm of a child or children;
- Excessive absenteeism;
- Willfully violating any safety, health, security, or school policy, rule, or procedure;
- Reduction in force or school closure.

## EXIT INTERVIEWS

All employees who leave employment at SVCS will be asked to take part in an exit interview with the Principal to communicate their challenges and growth while employed at SVCS. Information shared during an exit interview will be treated as confidential.

## VERIFICATION AND REFERENCE POLICY

All requests for employment verification, references or personal information verification or disclosures must be directed to the School Secretary. Only the School Secretary or the Principal are authorized to provide verifications and/or disclose personal information, pertaining to current or former employees.

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

### Addendum- COVID 19 Policy 2021-2022

### EMPLOYEE HEALTH AND SAFETY POLICY - 2021-2022

#### **Introduction**

This policy is designed to prevent and reduce the transmission of Covid-19 among students, employees, parents, families and the community-at-large. All employees are required to frequently check the Weekly Staff Bulletins, and the SVCS website for updated information and the CDC COVID-19 website for new guidelines. Besides this, all employees must follow Board policies/procedures and laws/orders from local, state, and federal authorities.

**Disclaimer:** This policy is neither written nor intended to be considered medical information or advice. The purpose is to govern employment-related issues and concerns in the workplace in regards to Covid-19 and possible school closures. Consult your doctor or healthcare providers for medical advice concerning Covid-19 and medical issues.

#### **A. ROUTINE CLEANING AND DISINFECTING**

As per this policy all SVCS employees are responsible for cleaning and disinfecting classrooms, offices, the library, the cafeteria and other school facilities following the CA Safe School for All

guidelines <https://schools.covid19.ca.gov/>

It is required that all SVCS employees wear face masks, shields, gloves, and gowns appropriate for the chemicals being used when you are cleaning and disinfecting. Additional Personal Protection Equipment (PPE) may be required depending on the setting and disinfectant products being used. For each product you use, consult, and follow the manufacturer's instructions for use

The following cleaning, sanitizing and safety measures recommended by the CDC are required at Sacramento Valley Charter School are effective immediately:

1) Employees will routinely clean all frequently touched surfaces in the school, such as workstations, keyboards, telephones, handrails, and doorknobs.

If surfaces are dirty, they will be cleaned using a detergent or soap and water before being disinfected.

A list of products that are EPA-approved for use against the virus that are available on the EPA website. Follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method, and contact time).

2) Employees are discouraged from using each other's phones, desks, offices, or other work tools and equipment, when possible.

3) Disposable disinfecting wipes will be provided so that employees can wipe down commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, other work tools and equipment) before each use.

4) Disinfectants will be stored and used in a responsible and appropriate manner according to the label.

5) Bleach or other cleaning and disinfection products will not be mixed together. This can cause fumes that could be very dangerous to breathe in.

6) Employees are required to always wear gloves appropriate for the chemicals being used when they are cleaning and disinfecting and should be aware that they may need additional PPE based on the setting and product.

## **B. EDUCATING EMPLOYEES ABOUT COVID-19**

Sacramento Valley Charter School Leaders and Supervisors, working in partnership with the

School staff, shall continuously inform, educate, and motivate employees, students and parents about this Policy and steps they can take to protect themselves at work and at home. Posters, videos, demonstrations, emails, etc. should be used to communicate the following instructions from the CDC:

- Wash their hands often with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol if soap and water are not available. Inform employees that if their hands are visibly dirty, they should use soap and water over hand sanitizer. Key times for employees to clean their hands include:

- Before and after work shifts
- Before and after work breaks
- After blowing their nose, coughing, or sneezing
- After using the restroom
- Before eating or preparing food
- After putting on, touching, or removing cloth face coverings

- Avoid touching their eyes, nose, and mouth with unwashed hands.
- Cover their mouth and nose with a tissue when you cough or sneeze or use the inside of their elbow. Throw used tissues into no-touch trash cans and immediately wash hands with soap and water for at least 20 seconds. If soap and water are not available, use hand sanitizer containing at least 60% alcohol. Learn more about coughing and sneezing etiquette on the CDC website.
- Practice routine cleaning and disinfection of frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, and doorknobs. Dirty surfaces can be cleaned with soap and water prior to disinfection. To disinfect, use products that meet EPA 's criteria for use against SARS-Covid-19
- Avoid using other employees' phones, desks, offices, or other work tools and equipment, when possible. Clean and disinfect them before and after use.
- Practice social distancing by avoiding large gatherings and maintaining distance (at least 6 feet) from others when possible.

### **C. FACE COVERINGS ARE REQUIRED**

SVCS employees are required to wear a mask or face covering at work unless there is a medical reason or exception approved by school officials.

The CA Public Health recommends wearing a cloth face covering as a measure to contain the wearer's respiratory droplets and help protect their co-workers and members of the general public.

### **D. HYGIENE TIPS AND SUPPORT FOR EMPLOYEES AND VISITORS**

SVCS will provide supplies and materials for employees and visitors to clean their hands and cover their coughs and sneezes through the following actions:

Provide tissues and no-touch trash cans.

Provide soap and water in the workplace.

Place touchless hand sanitizer stations in multiple locations to encourage hand hygiene.

Place posters that encourage hand hygiene to help stop the spread at the entrance to your workplace and in other workplace areas where they are likely to be seen. This should include signs for non-English speakers, as needed.

Discourage handshaking. Encourage employees to use other non contact methods of greeting.

Direct employees to visit CDC's coughing and sneezing etiquette and clean hands webpage for more information.

## **E. DAILY IN-PERSON SELF-SCREENING CHECKS**

All employees should do their self-screening for any symptoms of flu or COVID-19 and inform their immediate supervisor if they develop fever, coughs, loss of smell and taste.

### **Confidentiality**

To prevent stigma/discrimination and to maintain privacy of each individual's medical status and history, all screening results shall remain strictly confidential and provided only to the employee or limited school official who has a need to know and a right to know. All cases shall be documented for referrals to medical professionals and other legal/permitted "Contact Tracing" purposes.

## **F. DETECTING COVID-19 SYMPTOMS**

The Center for Disease Control reports that "People with COVID-19 have had a wide range of symptoms reported ranging from mild symptoms to severe illness ... [that] may appear 2-14 days after exposure to the virus. The list of COVID-19 symptoms according to the CDC are as follows:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue



- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

This list does not include all possible symptoms and the CDC will continue to update the list on the CDC COVID-19 website. However, the CDC and other medical experts have reported the presence of the Coronavirus in persons who are PR symptomatic (detected before symptom onset) or asymptomatic (detected but symptoms never develop). Again, consult your doctor or healthcare providers for medical advice concerning Covid-19 and any/all medical issues.

## **G. DETECTING EMPLOYEES WITH COVID-19 SYMPTOMS**

SVCS employees with symptoms should immediately notify their supervisor, stay home, and take the actions recommended by the Center for Disease and Control (CDC).

Employees should not return to work until the criteria to discontinue home isolation are met, in consultation with healthcare providers. Employees who are well but who have a sick family member at home with COVID-19 should notify their supervisor and follow CDC recommended precautions.

## **H. SEPARATING EMPLOYEES WITH COVID-19 SYMPTOMS**

Employees who appear to have symptoms upon arrival at work or who become sick during the day should immediately be separated from other employees, students, parents, and visitors, and sent home.

## **I. STAY-AT-HOME REQUIREMENT AND CONTACT TRACING**

SVCS staff shall determine which students and employees may have been exposed to the coronavirus for "next steps" and precautions.

Co-workers and parents of students taught by the sick employee shall be informed of the possible exposure to COVID-19 in the workplace while maintaining confidentiality as required by the Americans with Disabilities Act (ADA).

Most workplaces should follow the Public Health Recommendations for Community-Related Exposure and instruct potentially exposed employees to stay home for 14 days, telework if possible, and self-monitor for symptoms.

Critical infrastructure workplaces should follow the guidance on Implementing Safety Practices

for Critical Infrastructure Workers Who May Have Had Exposure to a Person with Suspected or Confirmed COVID 19. Employers in critical infrastructure also have an obligation to manage potentially exposed workers' return to work in ways that best protect the health of those workers, their co-workers, and the general public.

## EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

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

I understand that the Employee Handbook contains important information regarding SVCS'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 SVCS's policies.

Just as I am free to terminate the employment relationship with SVCS at any time, SVCS, 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 SVCS 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 SVCS and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with SVCS, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook (including the at-will employment policy).

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

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

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

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