



Employee Handbook

2017-2018 School Year

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INTRODUCTION TO HANDBOOK

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

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

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

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

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

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

Baypoint is an equal opportunity employer. It is the policy of Baypoint to afford equal employment and advancement opportunity to all qualified individuals without regard to race, creed, color, religion, national origin, ancestry, sex, sexual orientation, age, physical or mental disability, marital status, citizenship status, medical condition, or any other legally protected status. This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees.

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

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

Employment At-Will

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

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

This policy shall not be modified by any statements contained in this Handbook or employee applications, Baypoint memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create neither an expressed or implied contract of employment for a defined period, nor an express or implied contract concerning any terms or conditions of employment.

Employment Status

The following terms are used to describe employees and their status:

- Regular Full-Time Employees regularly scheduled to work forty (40) hours per week. Regular full-time employees are eligible for all Baypoint benefits subject to the terms and conditions of the benefit plan or policy. Full time equivalency responsibilities will be determined by the job descriptions or separate manuals.
- Regular Part-Time Employees regularly scheduled to work less than forty (40) hours per week. Part-time employees working 30 hours (30) are eligible for benefits.
- Temporary Employees who are hired for a limited period of time and/or for a specific project. These employees may be scheduled to work full or part-time, and are not eligible for any benefits except those required by law.
 1. Full Time (FT) California Credentialed Teachers: 192 days/school year
 2. Part Time (PT) Hourly California Credentialed Teachers: 192 days/school year
 3. Full Time (FT) Classified, Salaried (40 hours/week) Employees: 217 days/school year
 4. Full Time (FT) Classified, Hourly (37.5 hours/week) Teacher Assistants: 192 days/school year
 5. Full Time (FT) Classified, Hourly (40 hours/week) Employees: 217 days/school year
 6. Full Time (FT) Directors/Site Administrators: 217 days/school year

Work Schedule

Generally, the work schedule for full time twelve month employees is 8:00 a.m. to 4:30 p.m. Monday through Friday. Full time teachers/teacher assistants are required to be at their school campuses from 8:00 a.m. to 4:00 p.m. on all scheduled school and professional development days, except where alternative scheduling has been previously agreed upon by the Executive Director/Site Administrator. Time before and after actual student hours may be used for classroom and material preparation, parent communications, and school meetings. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

In addition to the required classroom instructional hours, credentialed and instructional staff members (both full-time and part-time) shall also attend all staff/team meetings and other

professional development as scheduled. Staff/team meetings will be scheduled periodically on minimum and non-student days. Credentialed teachers should not schedule any appointments during this time.

Employees are expected to attend professional obligations whether or not performed during the normal agreement day. Examples of such obligations include, but are not limited to the following: team meetings, student assessment team meetings, back to school night, open house, and supervision of student activities and adjunct duties. In addition to instructional and professional obligations, all staff will perform site supervision duty as assigned.

The Employee is to attend to instructional preparation needs **before** the student instructional day begins and at all other appropriate times. The Employee **will not** leave assigned students unattended or with unqualified individuals at any time during the instructional day.

Teaching staff work and are paid for 192 days as follows: 180 days of the official school calendar and twelve (12) professional development days.

All teaching staff members are required to attend all professional development as arranged by the Executive Director/Site Administrator.

With the exception of pre-scheduled professional development, and preparation/cleanup days, official school vacation days or holidays are teacher vacation days.

Per Diem deductions will be made from an employee's paycheck if they have exceeded their allotted time off.

Legal Requirements before the First Day of Employment:

- Application for position.
- Resume.
- Most recent copy of a current California State Teaching Credential.
- Copy of all transcripts.
- Proof of a clear TB test dated within the last 3 years.
- State and federal fingerprint clearance to work with children (Livescan) [Ed. Code 44237] ALL EMPLOYEES MUST receive clearance from the Executive Director/Site Administrator prior to commencing work or having any unsupervised interaction with Baypoint students.
- Three letters of reference with contact phone numbers.
- Signed Letter of At-Will Agreement and Job Description.
- Completed and signed Form W-4: Federal Employee Withholding Allowance certificate.
- Completed and signed Form DE-4: State Employee Withholding Allowance certificate.
- Completed and signed Form I-9: Federal Employment Eligibility Verification with two

legal forms of identification (i.e. driver's license and social security card, or other documentation as outlined on the form).

- Signed copy of Mandated Child Abuse Reporting information indicating that the contents have been read and understood.
- Notice of Worker's Compensation Information.
- Notice of Drug and Alcohol Free Workplace/School Environment policies.
- Notice of Sexual Harassment Policy – Read, sign and return.
- Notice of State Disability Information (SDI) form DE 2515.
- Notice of Employee Dispute Resolution Process/Complaint Procedures.
- Complete and return application for employee benefits (if applicable) or complete and return election of waiver of coverage with evidence of comparable coverage.
- Signed statement of having received the Employee Handbook.
- Employees who drive for business reasons for the school will be enrolled in the DMV Pull Notice program and will be required to provide driver's license information and sign DMV Form 1101.

Reference Policy

Any and all inquiries received by Baypoint regarding a present or former Baypoint employee are to be referred to the Executive Director. In response to such inquiries, Baypoint will only provide the former or present employee's dates of employment and position(s) held with Baypoint. Compensation information may also be confirmed subject to the written authorization of the affected employee or former employee.

Standards of Conduct and Employee Performance

Confidentiality

In the course of employment with Baypoint, you may have access to confidential information regarding Baypoint's business strategy, its future plans, its suppliers, its customers, fellow employees or other information which we consider proprietary and confidential. Maintaining the confidentiality of this information is important to our competitive position in the industry and, ultimately, to our ability to achieve financial success and stability. You must protect this information by safeguarding it when in use, using it only for the business of Baypoint, and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it.

All information relating to students including but not limited to names, addresses, contact numbers, family status, health, and progress information is confidential and may not be shared with unauthorized parties at any time. Unauthorized parties include other school parents not related to the child and other Baypoint staff who do not interact with the child. If your work environment allows for students or parents to be privy to confidential information, you **MUST** make arrangements to ensure that students or parents cannot overhear confidential or personal

information related to other students or their families. For example, if you are discussing a student with a parent, teacher, or administrator, please ask students to leave the area or find a more private location on campus to conduct the conversation. Only currently enrolled students or their immediate family members are allowed in the classrooms or High School and Elementary areas.

Staff should be very careful when discussing a student or his/her family on campus as Baypoint frequently has parents and visitors on campus who can overhear conversations.

All records concerning special education pupils shall be kept strictly confidential and maintained in separate files.

Please note: The release of unauthorized confidential information may result in immediate dismissal and the filing of criminal charges. When in doubt about what is confidential and who is an authorized party, check with the Site Administrator/Executive Director.

Classroom/Consultation Coverage Policy (Certificated Employees)

When at all possible, teachers should work together to arrange coverage of classes and consultation meetings.

Student Lunch Period and Break Duty

Employees, including classified employees, may need to perform lunch or break duty before, after and during a school day. **At no time may students be left unattended without qualified staff supervision.** It is the responsibility of the Site Administrator/Executive Director to ensure this coverage. Even in cases where parent volunteers are providing coverage, there must be at least one Baypoint staff person on duty as well. **Staff must be physically present with the children at all times. Visual supervision from another location does not constitute physical supervision.**

Classrooms and Offices

All staff are responsible for cleaning up after themselves at all times in the school building and particularly in the classrooms. Classrooms and offices must be kept orderly on a weekly basis and be cleaned out at the end of the school year.

Classrooms may be prepared for the resumption of school in August, as well as after spring and winter recesses. This preparation must take place in advance of school resuming. Animal environments must be cleaned and maintained during vacations or taken home.

Offices must be kept orderly and represent a professional work environment. Staff members should not have family members or other personal visitors in their classroom for any length of time during the work day.

Communication to the Public and Media/Public Requests for Information

All communication to the public written in the course of an employee's duties at Baypoint or as a representative of Baypoint must be approved by the Executive Director/Site Administrator prior to distribution. **This includes advertisements, memos to parents, or other school related materials.**

Due to the sensitive nature of student confidentiality and our relationship with local agencies, all requests for information must be directed to the Executive Director or the Site Administrator.

Anti-Harassment/Discrimination/Retaliation Prevention Policy

Baypoint is an equal opportunity employer and is committed to providing a work environment free of harassment, discrimination, retaliation, bullying, or other unprofessional conduct based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race, religion (including religious dress and grooming practices), color, gender (including gender identity and gender expression), national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9), ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by federal, state or local law or ordinance or regulation.

It also prohibits discrimination, harassment, disrespectful, bullying or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

In addition, the school prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

All such conduct violates Baypoint's anti-harassment/discrimination and retaliation policy.

Harassment Prevention

Baypoint's policy prohibiting harassment applies to all persons involved in the operation of the school. Baypoint prohibits harassment, disrespectful, bullying or unprofessional conduct by any employee of the school, including supervisors, managers and co-workers as well as parents, vendors, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and any other persons with whom you come into contact while working.

Prohibited harassment, disrespectful, bullying or unprofessional conduct includes, but is not limited to, the following behavior:

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

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. Prohibited harassment is not just sexual harassment but harassment based on any protected category.

No Discrimination

Baypoint is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the school's operations. The school prohibits unlawful discrimination against any job applicant, employee, volunteer, unpaid intern or independent contractor by any employee of the school, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations as defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, the school is not obligated to disclose the wages of other employees.

No Retaliation

Baypoint will not retaliate against you for filing a complaint or participating in any workplace investigation and will not tolerate or permit retaliation by management, employees or coworkers.

Reasonable Accommodation

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

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

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a school representative with day-to-day personnel responsibilities and discuss the need for an accommodation. The school will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact a school representative with day-to-day personnel responsibilities and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the school will make the accommodation.

The School will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers. All requests for accommodations will be kept confidential to the extent necessary to effectuate the accommodation.

Complaint Process

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, report your complaint to the Executive Director as soon as possible after the incident. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the Executive Director/Site Administrator. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It is preferred that you report your complaint in writing, but this is not mandatory.

The School encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy as soon as possible so that your complaint can be resolved in a fair and timely manner.

You may also file a complaint with the Equal Employment Opportunity Commission (EEOC) and/or the California Department of Fair Employment and Housing (DFEH) who will investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. The nearest office can be found by visiting the agency websites at www.dfeh.ca.gov and www.eeoc.gov.

Supervisors and/or managers must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the Executive Director of the school so Baypoint can resolve the complaint.

When the school receives a complaint of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The school will reach reasonable conclusions based on the evidence collected.

The school will maintain confidentiality to the extent possible. However, Baypoint cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

If the school determines that harassment, discrimination, retaliation or other prohibited conduct has occurred, appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The school also will take appropriate action to deter future misconduct.

Any employee determined by Baypoint to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

Attendance and Tardiness

All employees, whether exempt or non-exempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects Baypoint's ability to implement its educational program and disrupts consistency in students' learning.

If you find it necessary to be absent or late, you are expected to telephone the Office Manager as soon as possible but no later than one-half hour before the start of the workday. If you are absent from work longer than one day, you are expected to keep the Site Administrator or Office Manager sufficiently informed of your situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Site Administrator or Office Manager will be considered a voluntary resignation from employment.

All employees are required to keep the office advised of his/her departure from and return to the school premises during the workday.

Use of E-Mail, Computer and Voicemail Systems, and Internet Access

Baypoint will permit employees to use its electronic mail, voicemail systems, and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols. Employees should have no reasonable expectation of privacy in the use of any of the systems provided by Baypoint.
2. The E-mail system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs, or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file of E-mails or voicemail messages without the latter's express permission.
4. Baypoint staff will not enter an employee's personal E-mail files or voicemail unless there is a business need to do so. However, employees should have no expectation of privacy when using Baypoint's email, voicemail or other electronic systems. Baypoint retains a copy of all passwords; passwords unknown to Baypoint may not be used. System security features, including passwords and delete functions, do not neutralize Baypoint's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees shall not modify, copy, or delete any part of the Baypoint computer system, including but not limited to data, files, software, etc., without the express written consent of Baypoint. Furthermore, employee shall not maintain any ownership rights to data generated in their capacity as an employee of Baypoint. In the event of termination, employees shall return to Baypoint any School materials in the possession of the employee, including but not limited to, access codes and passwords, computers, software, and any other information and materials obtained by the employee in connection with his/her work for Baypoint.

Personal Business

Baypoint's facilities for handling mail and telephone calls are designed to accommodate Baypoint business. Please have your personal mail directed to your home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside your immediate dialing area. **Do not use Baypoint material, time or equipment for personal projects.** Excessive conducting of personal business during the Baypoint business day may be considered a violation of Baypoint policies and the employee may be subject to review that may result in termination of employment.

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest.

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

Working in any capacity for another person or entity offering goods or services that are or may be competitive with those offered by Baypoint or working with, or accepting gifts or services worth more than \$ 50 from Baypoint subcontractors, vendors or customers each year may create a conflict of interest prohibited by Baypoint . If there is any question as to whether an activity constitutes a conflict of interest, prior written approval to engage in that activity must be obtained from the Executive Director. Similarly, any outside employment must be approved in advance in writing by Baypoint's Executive Director/Site Administrator.

Personal Appearance/Standards of Dress for All Staff

The Governing Board believes that all school employees 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 Governing Board 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. The suggested attire is business professional. Accordingly, all staff shall adhere to the following standards of dress:

- 1) 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.
- 2) 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 (Cal. Ed. Code § 35183.5). All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Executive Director.
- 3) Slacks and dress capris may be worn with no portion of any undergarment showing.
- 4) Skirts and/or dresses should be appropriate in length.
- 5) All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- 6) Men's dress shirts should be accompanied by a tie at all times.

- 7) Clothing or jewelry with logos that depict and/or promote gangs (as defined in Cal. Ed. Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- 8) Shoes appropriate to your job duties must be worn at all times. No sandals are to be worn for safety reasons.
- 9) Physical education teachers and coaches may wear coaching uniforms during coaching activities only. They must change out of athletic clothing while teaching academic classes or while being on campus for other duties.
- 10) Campus Supervisors and Facility team members must wear the required uniforms for their positions.

The Governing Board would like to reiterate that the following dress **is NOT acceptable for faculty or staff:**

- Torn or faded clothing
- Denim
- Any leather or spandex
- Shorts, cargo pants, overalls, carpenter pants, leggings, or stirrup pants
- Low-fitting, “hip-hugger” pants are not appropriate for a business setting.
- Dresses or skirts more than 3 inches above kneecap (including slits)
- T-shirts, sweatshirts, spaghetti-strap dress/tops, or tank tops
- Backless apparel, exposed midriff or exposed undergarments
- Low cut, tight or revealing clothing, exposed cleavage or chest hair
- Visible tattoos
- Any visible body piercing (ear piercings for women are acceptable if not excessive)
- Shirts or tops worn out that are designed to be worn in (i.e. shirts or tops with a tail)
- Casual sandals, Flip-flops, slippers and other casual types of footwear are not acceptable even in the classroom for alternative wear.

THE WORKPLACE

Health and Safety Policy

The School is committed to providing and maintaining a healthy and safe work environment for all employees.

You are required to know and comply with the all school safety rules and to follow safe and healthy work practices at all times. You are required to report immediately to the Executive Director/Site Administrator any potential health or safety hazards, and all injuries or accidents.

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

Criminal Background Checks

As required by law, all individuals working or volunteering at Baypoint will be required to submit to a background criminal investigation. No condition or activity will be permitted that may compromise Baypoint's commitment to the safety and the well-being of students takes precedence over all other considerations. Conditions that prevent being employed at Baypoint include: conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with Baypoint be convicted of a controlled substance or sex offense, or serious or violent felony, the employee must immediately report such a conviction to the Executive Director.

Tuberculosis Testing

All employees of Baypoint must submit written proof from a health care provider of an examination for tuberculosis (TB) within the last 48 months showing that they are free of active TB. The examination for tuberculosis consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB examination at least once every four (4) years. TB examination is a condition of initial employment with Baypoint and the cost of the exam will be borne by the applicant.

Documentation of employee compliance with TB exams will be kept on file in the office. This requirement also includes substitute teachers and student teachers serving under the supervision of an educator. Any entity providing student services to Baypoint will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with Baypoint students.

Security Protocols

Baypoint has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. You must report any suspicious persons or activities to the Site Administrator/Campus Supervisor. Secure your desk or office/classroom at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your work area that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify the Site Administrator/Office Manager when keys are missing or if security access codes or passes have been breached.

Mandated Reporting: Child Neglect and Abuse

Pursuant to California Penal Code Section 11166.5, employees of Baypoint are classified as “child care custodians” and are considered by law, to be mandated reporters of known or suspected child neglect or child abuse. Any employee of Baypoint who knows or reasonably suspects a child has been the victim of child neglect or child abuse shall immediately report the instance to the Executive Director so that a report can be made to a child protective agency according to mandated timelines.

School employees are required to report an instance of child abuse when the employee has a “reasonable suspicion” that child abuse has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause another person in the same situation to suspect child abuse and does not require specific proof of such abuse.

Child abuse should be reported immediately by phone to a child protective agency. The phone call is to be followed by a written report within thirty-six (36) hours. There is no requirement for the reporting party to contact the child’s parents. If a child is released to a peace officer or a child protective agency agent, the reporting party shall not notify the parent as required in other instances of removal. Employees requiring further information regarding child abuse reporting requirements should consult the Executive Director/Site Administrator.

Drug, Alcohol and Tobacco Free Workplace

Baypoint complies with all Federal and State regulations regarding drug and alcohol use by employees while on the job. The unlawful manufacture, distribution, dispensing, possession, or use of any controlled substances, including alcohol, while on the job is grounds for immediate dismissal. Over-the-counter and prescribed medications, when taken as directed, are permissible and it is the staff person’s responsibility to ensure that they are kept in a location where students do not have access to them.

In accordance with California State law, Baypoint is a no-smoking environment, including the areas outside of Baypoint buildings. This policy is for the health and safety of all and for healthy modeling for our students. We request that you observe this policy.

The drug and tobacco free workplace also applies to our students. Staff must immediately report any violation of the policy that involves students directly to the Site Administrator/Campus Supervisor. Students who violate this policy may be expelled.

Weapons Policy

No weapons may be brought on any school premises at any time unless authorized by the Governing Board. Weapons may include, but are not limited to:

- (a) Any firearm
- (b) Dagger, dirk, pistol, or other dangerous weapon
- (c) Any device commonly known as “nun-chu-ka sticks”, consisting of two or more lengths of wood, metal, plastic, or similar substance connected with wire, rope, or other means
- (d) Any device, commonly known as “throwing stars”, which are multi-pointed, metal objects designed to embed upon impact from any aspect
- (e) Any air gun, including any air pistol or air rifle, designed to propel a BB, pellet, or other projectile by the discharge of compressed air, carbon dioxide, or other gas

Workplace Searches

To protect Baypoint’s property and to ensure the safety of all employees, Baypoint reserves the right to inspect and search any employee’s office, desk, drawers, cabinets, files, locker, equipment (including computers, email and voice mail), vehicles, and any area on our premises. In this regard, it should be noted that all offices, desks, file drawers, cabinets, lockers, and other Baypoint equipment and facilities are the property of Baypoint, and are intended for business use. You should have no expectation of privacy with respect to items brought onto Baypoint property and/or stored in Baypoint facilities. Inspection may be conducted at any time, without notice, at the discretion of Baypoint.

All persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including possible termination.

Occupational Safety

Baypoint is committed to the safety of all employees, vendors, contractors and the public and to providing a clear safety goal for management.

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

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

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

Accident/Incident Reporting

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

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911. Please use a land line, if possible, to call 911 to expedite the service.

EMPLOYEE WAGES AND HEALTH BENEFITS

Job Descriptions and Salary Ranges

Job descriptions will be used at Baypoint in several ways. They are helpful in staffing, wage and salary administration, training, compliance and determination of work needs. Job descriptions may also help employees and supervisors communicate about job responsibilities. However, job descriptions are not fixed policies; to the contrary, they are guidelines only and will change over time as necessary or desirable. From time to time, employees may be asked to perform duties and handle responsibilities that are not specifically contained in their job descriptions. If these additional duties and responsibilities become and remain a significant part of the assignment, the job description may be changed.

Salary ranges may also be maintained for various job classifications. These ranges may be reviewed and modified to reflect various factors including current job-market conditions. If granted, salary increases will depend on various criteria including the employee's performance, the applicable salary range, and Baypoint's performance. Salary decreases may also be necessary from time to time.

Payroll Withholdings

Baypoint is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), and State Disability Insurance from each employee's pay as follows:

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

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask the Executive Director/Site Administrator to explain them to you.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any

changes in filing status to the Administrative Assistant/Office Manager and to fill out a new W-4 form.

You may change the number of withholding allowances you wish to claim for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Administrative Assistant/Office Manager. The office maintains a supply of these forms.

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

Overtime Pay

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

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

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

Paydays

Paydays are scheduled on the last working (business) day of each month. If you observe any error in your check, please report it immediately to the Site Administrator/Office Manager.

Payroll Corrections

While all reasonable precautions are taken to ensure that each employee receives the correct amount of pay, errors can occur. In this unlikely event, the discrepancy should be brought to

the attention of the Office Manager as soon as possible so that the situation can be reviewed and corrections can be made in a timely manner. Corrections will be made on the next scheduled payroll.

All payroll information is confidential and only the Office Manager and the Executive Director/Site Administrator have access to this information. Only the Executive Director/Site Administrator may verify dates of employment, position, salary and wage information regarding employees for the purposes of credit checks, purchase of homes, automobile loans, etc.

Travel for Baypoint Activities

Baypoint has an obligation to its employees and investors to use its available resources wisely. It is the employee's responsibility to ensure that their travel expenses are appropriate, reasonable, and properly documented. All travel must be pre-approved by your supervisor and finalized by the Executive Director/Site Administrator.

Use of Personal Car on Baypoint Business

Personal Vehicular Liability Insurance and Valid Driver's License - Use of a personal vehicle in the conduct of Baypoint business requires that the vehicle and the driver be covered by their own current liability insurance and that the employee hold a current valid California Driver's License. Employees are expected to purchase their own insurance. Vehicle insurance costs or traffic violation tickets or fees will not be reimbursed under any circumstances.

Mileage - Mileage reimbursement will be paid at the current IRS mileage reimbursement rate with prior approval. Mileage expense will not be reimbursed for travel to and from home to the workplace during regular work days. Such mileage will be reimbursed only if the employee is directly traveling from home to an appointment, less the normal travel distance between their home and the workplace. It must be pre-approved by the Site Administrator/Executive Director.

Reimbursements

Baypoint employees are allowed to submit reimbursement forms for legitimate school expenses. Expenses will not be reimbursed without approval IN ADVANCE by the Office Manager. All request must be submitted to and approved by the administration on a "Expense Reimbursement Form." Once approval is given, the cost can then be incurred and all appropriate receipts and other pertinent documentation must be submitted along with a completed "Expense Reimbursement Form."

ALL REIMBURSEMENTS MUST BE ACCOMPANIED BY ORIGINAL RECEIPTS OR THEY WILL NOT BE PROCESSED.

Employee Benefits and Services

Baypoint offers a package of employee benefit programs for its employees. Baypoint benefit plans are specifically defined in legal documents, including insurance contracts and official plan texts that are available for review. Any descriptions in the Employee Handbook are only brief summaries for your general information. The existence of these employee benefits and plans does not signify that an employee will be employed for the requisite length of time necessary to qualify for any of the benefits or plans, nor does their existence in any way imply or confer upon any employee a right to employment of any specific duration. Baypoint reserves the right to modify or discontinue any of its employee benefits or plans at any time. Employees will be notified of any changes in benefits that affect them.

Baypoint currently offers a benefits package that includes Medical, Dental, Vision and Life insurance for eligible employees and their dependents.

Baypoint will contribute up to \$700 per month per full-time employee towards the offered benefits package. Part-time employees do not receive a contribution towards health benefits. Employees choosing not to participate in any part of the benefit package forego the contribution and it will not be considered part of their compensation.

Any additional cost exceeding the allotted Baypoint benefit package contribution are deducted from employee payroll.

Medical Benefits

Eligibility

You are eligible for medical coverage if you are a full-time regular employee working for Baypoint . “Full-time” employee means that you are hired to work at least 30 regular hours per week. Temporary and internship employees are not eligible to participate in the plans.

Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

When Coverage Starts

Your coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the following month.

COBRA Benefits

Continuation of Medical and Dental

When your coverage under Baypoint’s medical and/or dental plans ends, you or your dependents can continue coverage for 18 or 36 months, depending upon the reason benefits

ended. To continue coverage, you must pay the full cost of coverage - your contribution and Baypoint's previous contribution plus a possible administrative charge.

Medical coverage for you, your spouse, and your eligible dependent children can continue for up to 18 months if coverage ends because:

- Your employment ends, voluntarily or involuntarily, for any reason other than gross misconduct
- Your hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making you ineligible for the plan.

This 18-month period may be extended an additional 11 months if you are disabled at the time of your termination or reduction in hours if you meet certain requirements. This 18-month period also may be extended if other events (such as a divorce or death) occur during the 18-month period.

Your spouse and eligible dependents can continue their health coverage for up to 36 months if coverage ends because:

- You die while covered by the plan
- You and your spouse become divorced or legally separated
- You become eligible for Medicare coverage, but your spouse has not yet reached age 65
- Your dependent child reaches an age which makes him or her ineligible for coverage under the plan (age 19 or if a full-time student age 25)

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

Baypoint will notify you or your dependents if coverage ends due to termination or a reduction in your work hours. If you become eligible for Medicare, divorced or legally separated, die, or when your child no longer meets the eligibility requirements, you or a family member are responsible for notifying Baypoint within thirty (30) days of the event. Baypoint will then notify you or your dependents of your rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later. There are certain circumstances under which coverage will end automatically. This happens when:

- Premiums for continued coverage are not paid within thirty (30) days of the due date
- You (your spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition you (or your spouse or child, as applicable) may have
- Baypoint stops providing group health benefits
- You (your spouse or child) become entitled to Medicare

- You extended coverage for up to 29-months due to disability and there has been a final determination that you are no longer disabled

EMPLOYEE EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by his/her supervisor. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

Baypoint's evaluation system will in no way alter the at-will employment relationship.

Performance Evaluation

The performance evaluation is used to appraise an employee's job performance. In most instances, employees will receive a written performance appraisal each school semester effective in November and in April, or 6 weeks prior to the end of the school semester. Those employees who have not been with Baypoint more than three (3) months before the scheduled semester review period will receive a written performance appraisal 6 weeks prior to the end of the semester. During the review, a supervisor will normally discuss the employee's strengths and point out ways in which the employee can improve his or her performance. The written performance evaluation should be signed and dated by the employee and the supervisor. The employee will be given a copy of the written performance evaluation and may provide a written response. The evaluation (and any employee response) will be kept in the employee's personnel file. Employee salary adjustments may be made from time to time based upon a number of factors including an employee's performance, job classification, salary range, and Baypoint performance.

Personnel Files and Record Keeping Protocol

At the time of your employment, a personnel file is established for you. Please keep the Administrative Assistant/Office Manager advised of changes that should be reflected in your personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of

these changes is essential and will enable the School to contact you should the change affect your other records.

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a Baypoint representative, at a mutually convenient time. You may add your comments to any disputed item in the file. Baypoint will restrict disclosure of your personnel file to authorized individuals within Baypoint. A request for information contained in the personnel file must be directed to the Executive Director. Only the Executive Director or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, Baypoint will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

LEAVE

A complete set of Baypoint CLOSURES is published and posted on the school calendar.

Baypoint recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days which are not included in Baypoint's holiday schedule. Baypoint will not discriminate against an employee due to a conflict between the employee's religious beliefs and Baypoint's employment requirements. Baypoint will make efforts to find reasonable alternatives to accommodate such beliefs which do not create an undue hardship for Baypoint. Prior notice of an employee's intention to take a religious holiday must be given to and approved by the employee's supervisor. Any time off for such religious holidays shall be unpaid absences deducted from an employee's accrued sick days.

Requests for time off must be submitted to the Executive Director at least three weeks prior to the requested time period by completing the Request for Time Off form. The Executive Director must give written approval for the requested time off. Responses for requested time off will be made within one week of submitted written request.

Sick Days

Baypoint offers paid sick leave to all employees. An employee can take paid leave for themselves or a family member for preventive care or care of an existing health condition, including time off for medical and dental appointments, annual physicals or flu shots, or for specified purposes if the employee is a victim of domestic violence, sexual assault, or stalking. Family members include the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling. Sick leave is a form of insurance that employees accumulate in order to provide a cushion for such circumstances and is intended to be used only when actually required to address such circumstances and not for "personal" absences. The School will not tolerate abuse or misuse of sick leave.

The School offers paid sick leave to all staff who have worked at least thirty (30) days within a year in California based on the employee's hire date. Full time twelve month employees will earn eight (8) sick days annually. For other employees, the School offers paid sick leave at the rate of three (3) days (or 24 hours) per school fiscal year front-loaded at the beginning of each fiscal year; for these other employees, sick leave shall not rollover from school fiscal year to fiscal year. Employees begin accruing sick leave the first day worked and are eligible to use accrued sick leave after thirty (30) days of continuous employment. During the first ninety (90) days of employment, sick leave may be used at the rate of one (1) day per month.

Unused sick leave is not compensable at the time of release from employment. However, if the employee returns to the School within twelve (12) months from separation, the employee's paid sick leave will be restored. Employees may transfer unused sick leave to other California public school employers or apply it towards California State Teachers' Retirement

System/Public Employees' Retirement System retirement service credit when permissible by those entities. However, the employee is responsible for initiating and confirming such actions occur; as part of this process, the School shall provide any certification/confirmation of unused sick leave upon appropriate written request from the employee/agency. Employees must receive the approval of their supervisor and the Site Administrator when requesting time off.

Employees absent longer than three (3) days due to illness may be required to present medical evidence of illness and/or medical certification of fitness to return to work. Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave, if eligible under applicable medical leave law, depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave.

When it is necessary to be absent due to illness or accident, unless the absence is authorized for a period greater than one (1) day, the employee shall notify the administrator at the beginning of the normal work day for each date of absence. Failure to call in will be treated as unauthorized time off without pay. Absence without authorization for two (2) consecutive days will be deemed a voluntary resignation, and employee will be released from employment immediately. Employees must notify the administrator as far in advance as possible for scheduled medical/dental appointments. Sick leave may not be used for time for which the employee is receiving compensation for lost wages under some other insurance program (i.e. SDI or Worker's Comp).

Sick Leave Policy – Substitute Employees

The School offers paid sick leave to all employees. An employee can take paid leave for themselves or a family member for preventive care or care of an existing health condition, including time off for medical and dental appointments, annual physicals or flu shots, or for specified purposes if the employee is a victim of domestic violence, sexual assault, or stalking. Family members include the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling. Sick leave is a form of insurance that employees accumulate in order to provide a cushion for such circumstances and is intended to be used only when actually required to address such circumstances and not for "personal" absences. The School will not tolerate abuse or misuse of sick leave.

Employee shall be provided with twenty-four (24) hours of paid sick leave during each school year. However, an Employee cannot use sick leave until the ninetieth (90th) calendar day following the first (1st) day the Employee renders service to the school. Moreover, an Employee cannot use sick leave if the Employee works fewer than thirty (30) days within a single calendar year. Unused sick leave does not carry over from year-to-year, and the Employee will not be paid for any accrued but unused sick leave upon separation from Baypoint.

Unpaid Leave of Absence

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

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

If you are currently covered, medical, and dental coverage will remain in force during a medical or worker's compensation leave of absence, provided you pay the appropriate premiums. Whether you are required to pay your own premiums will depend upon the length of your leave of absence. During a family/medical leave, your medical and dental benefits will remain in force provided you pay the appropriate premiums. Benefits are terminated the day any other type of leave begins.

Family Care and Medical Leave

This policy explains how Baypoint complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require Baypoint to permit each eligible employee to take up to 12 workweeks of FMLA leave in any 12-month period for the birth/adoption of a child, the employee's own serious illness or to care for certain family members who have a serious illness. 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 Baypoint for the last 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave.
- Events That May Entitle An Employee To FMLA Leave: The 12-week 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 12 months after the birth, adoption, or placement. If both parents are employed by Baypoint, they will be entitled to a combined total of 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 Baypoint's separate pregnancy disability policy).

3. To care for a spouse, domestic partner, child, or parent with a serious health condition.
4. A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.
5. For any "qualifying exigency" (as defined by federal regulation) because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
6. An employee who is the spouse, son, daughter, parent or next of kin of a *covered* service member shall be entitled to a total of 26 workweeks of leave during a 12 month period to care for the service member.

- *Amount of FMLA Leave Which May Be Taken:*

1. FMLA leave can be taken in one or more periods, but may not exceed 12 workweeks total for any purpose in any 12-month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve of the employee's normally scheduled workweeks. For a full-time employee who works five eight-hour days per week, "twelve workweeks" means 60 working and/or paid eight-hour days.
2. The "12 month period" in which 12 weeks of FMLA leave may be taken is the 12 month period immediately preceding the commencement of any FMLA Leave.

- *Pay During FMLA Leave:*

1. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave and may use any or all accrued paid vacation time at the beginning of any otherwise unpaid FMLA leave period.
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 paid vacation at the beginning of any otherwise unpaid FMLA leave.
3. All other FMLA leaves are unpaid leaves.
4. The receipt of vacation pay, sick leave pay, or State Disability Insurance benefits will not extend the length of the FMLA leave. Vacation pay and

sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- *Health Benefits:* The provisions of Baypoint’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 Baypoint 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, Baypoint will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.
- *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 or she had when the leave commenced.
- *Medical Certifications:*
 1. An employee requesting FMLA leave because of his or her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by Baypoint. Failure to provide the required certification in a timely manner (within 15 days of the leave request) may result in denial of the leave request until such certification is provided.
 2. A leave taken due to a “qualifying exigency” related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member’s health care provider.
 3. If Baypoint has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, Baypoint may request a second opinion by a health care provider of its choice (paid for by Baypoint). If the second opinion differs from the first one, Baypoint will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
 4. Recertification are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertification 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 Executive Director. An employee

asking for a Request for Leave form will be given a copy of Baypoint's then-current FMLA leave policy.

2. Employees should provide not less than 30 days' notice or such shorter notice as is practicable, 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 Baypoint'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 weeks, except that Baypoint will grant a request for FMLA leave for this purpose of at least one day but less than two weeks' duration on any two 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. In most cases, Baypoint will respond to a FMLA leave request within two days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within 10 days of receiving the request. If an FMLA leave request is granted, Baypoint 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 Baypoint'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), Baypoint 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 or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.
4. If an employee can return to work with limitations, Baypoint 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 Baypoint.

- Limitations on Reinstatement:

1. Baypoint may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to Baypoint's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of Baypoint's employees within 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 Baypoint determines that substantial and grievous injury to Baypoint's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, Baypoint 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 Baypoint to suffer substantial and grievous injury. If Baypoint 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: An employee on FMLA leave may not accept employment with any other employer without Baypoint's written permission. An employee who accepts such employment will be deemed to have resigned from employment at Baypoint.

Pregnancy Disability Leave

This policy explains how Baypoint complies with the California Pregnancy Disability

Act, which requires Baypoint to give each female employee an unpaid leave of absence of up to four (4) months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria: To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.
- Events That May Entitle An Employee to Pregnancy Disability Leave: The four-month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:
 1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness)
 2. The employee needs to take time off for prenatal care.
- Duration Of Pregnancy Disability Leave: Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months. Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.
- Pay During Pregnancy Disability Leave:
 1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
 2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.
 3. Vacation pay and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.
- Health Benefits: The provisions of Baypoint’s various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. When a request for pregnancy

disability leave is granted, Baypoint will pay health benefits to the same extent as prior to leave for the entire period of pregnancy disability.

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

- Medical Certifications:

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

- Requesting and Scheduling Pregnancy Disability Leave:

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Site Administrator. An employee asking for a Request for Leave form will be referred to Baypoint's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days or as long a notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt Baypoint's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. In most cases, Baypoint will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave

qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, Baypoint will notify the employee in writing and the leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- *Return to Work:*

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at the time reinstatement is requested). If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available, but filling that position with the returning employee would substantially undermine Baypoint's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
2. When a request for pregnancy disability leave is granted to an employee, Baypoint will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from a pregnancy disability leave of three days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, Baypoint 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 Baypoint.

- *Employment during Leave:* An employee on pregnancy disability leave may not accept employment with any other employer without Baypoint's written permission. An employee who accepts such employment will be deemed to have resigned from employment.

Industrial Injury Leave (Workers' Compensation)

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

- Medical care
- Cash benefits, tax-free to replace lost wages

- Vocational rehabilitation to help qualified injured employees return to suitable employment.

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

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

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

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

Bereavement Leave

Salaried employees are entitled to a leave of up to five (5) work days without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law,

son/daughter-in-law, grandparent, or grandchild). Bereavement pay will not be used in computing overtime pay.

Jury Duty/Witness Leave

For all exempt employees, Baypoint will pay for time off if you are called to serve on a jury. For all non-exempt employees, Baypoint will pay for up to five (5) days if you are called to serve on a jury.

Time Off to Vote

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

Domestic Violence Leave/Sexual Assault 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). 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: (1) A police report indicating that you were a victim of domestic violence or sexual assault; (2) 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, (3) 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.

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. The length of unpaid leave an employee may take is limited to 12 weeks.

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.

Crime Victim Leave

Unpaid leave is available to employees who are victims of certain crimes for the purpose of attending judicial proceedings related to the crime. In addition, employees who are immediate family members of the crime victim (spouse, child, parent), a registered domestic partner of the crime victim or a child of the victim's domestic partner may take unpaid time off work to attend judicial proceedings related to the crime. However, an employee seeking crime victim leave must provide the Site Administrator/Office Manager a copy of the judicial proceeding notice and provide as much advance notice as possible of the absence. Employees may elect to use make up time or take the time off without pay.

Volunteer Civil Service Leave

You are allowed to be absent from work to engage in volunteer emergency duty as a volunteer firefighters or emergency rescue personnel. This is an unpaid leave but the employee may use any earned sick time.

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 Executive Director/Site Administrator regarding the need for military leave.

Please see the Site Administrator/Office Manager for more information regarding job reinstatement rights upon completion of military service.

School Activities Leave

The School encourages you to participate in the school activities of your child(ren). The absence is subject to all of the following conditions:

1. Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades 1 to 12 may take time off for a school activity;
2. 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;
3. Employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
4. If both parents are employed by the School, 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;
5. Employees must use existing vacation leave in order to receive compensation for this time off;
 6. Employees who do not have paid time off available will take the time off without pay.
 7. Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed child day care facility.

If you are the parent or guardian of a child facing suspension from school and are summoned to the school to discuss the matter, you should alert your supervisor as soon as possible before leaving work. In compliance with California Labor Code section 230.7, no discriminatory action will be taken against you for taking time off for this purpose.

Organ 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) for organ donation and up to five (5) days accrued paid leave (sick and/or vacation) for bone marrow donation. This leave does not run concurrently with FMLA/CFRA.

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.

Returning From Leave of Absence

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

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Executive Director 30 day notice before returning from leave. Whenever Baypoint is notified of an employee's intention to return from a leave, Baypoint will attempt to place the employee in his/her former position

or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If you need further information regarding Leave of Absence, be sure to consult your supervisor.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

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

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on Baypoint property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of Baypoint property.
5. Fighting or instigating a fight on Baypoint premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on Baypoint premises without proper authorization.
8. Gambling on Baypoint premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness, whether excused or unexcused.

14. Posting any notices on Baypoint premises without prior written approval of management, unless posting is on a Baypoint bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or Baypoint's interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.

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

Off-Duty Conduct

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

The school requests that employees refrain from drinking of alcoholic beverages when they are off-duty if they are required to, or plan to, attend a school related function later that day.

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

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at Baypoint
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with Baypoint

- Additional employment that impairs or has a detrimental effect on the employee's work performance with Baypoint
- Additional employment that requires the employee to conduct work or related activities on the Baypoint's property during the employer's working hours or using Baypoint's facilities and/or equipment
- Additional employment that directly or indirectly competes with the business or the interests of Baypoint

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the Executive Director explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. The School shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Termination of Employment

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

If you are participating in the medical dental and/or vision plan(s), you will be provided information on your rights under COBRA.

INTERNAL COMPLAINT REVIEW

This internal complaint policy has been approved by the Governing Board of Baypoint.

At the core of Baypoint's communication policy is the belief that the responsibility of accurate and timely communication does not rest upon any one individual, but is the shared responsibility of all members in the community. Furthermore, the administration views feedback from all members as a valuable tool in the design, implementation, and structure of Baypoint. To that end, we commit to the following guidelines for resolving disputes:

All internal disputes involving Baypoint shall be resolved by the School according to the School's own internal policies. See above policies related to sexual harassment, discrimination and retaliation complaints

This dispute resolution process provides parents, students, and volunteers who have a complaint concerning the school, with a procedure to follow to have the complaint heard by an Administrator or the Executive Director and, if it cannot be resolved at this level, to have it heard by the Governing Board at a regularly scheduled Board meeting.

Misunderstandings and problems arise from time to time in any situation. Differences of opinion will exist. Baypoint intends for the school environment to be a safe and supportive environment for students, teachers, staff, and parents. We are committed to creating an honest and open atmosphere in which any problem, complaint, suggestion, or question will receive a timely and respectful response. It is requested that all parties conduct themselves in a congenial manner and communicate with each other with mutual respect at all times.

A complaint is defined as any feeling of dissatisfaction or injustice in connection with any matter related to the program, school, or staffing. Any complaint should be brought to the attention of the respective party as soon as possible with the intention to resolve the issue. If it cannot be resolved at this level, then an appointment should be made with an administrator to attempt further resolution. See above policies related to sexual harassment, discrimination and retaliation complaints.

If a parent disagrees with the established rules on conduct, policies, procedures, or practice, they can express this concern directly to the Site Administrator/Executive Director. No parent will be penalized, formally or informally, for voicing a complaint regarding Baypoint in a reasonable, business-like manner, or for using this dispute resolution process.

The Executive Director is the official representative between parents and the Governing Board. She/he or any administrator is accessible and ready to hear suggestions, concerns, and complaints. Baypoint cannot act on any problem unless it is aware of it, so we request that complaints be brought to the appropriate party as soon as possible.

While not every problem may be resolved to all parties' complete satisfaction, effort will be made on the behalf of Baypoint, and its staff, to bring resolution to any problem. This will only be possible through both parties' willingness to listen, attempt toward understanding, and exploration of all aspects of the issue at hand. Through this process, parents, teachers, and management will be able to develop confidence in each other. This confidence is important to the smooth, effective operation of Baypoint and will directly benefit the students. Baypoint will strive to provide such an atmosphere at all times. Parents are encouraged to offer positive and constructive criticism, and to take the following steps if they believe they have dissatisfaction, or believe that an injustice has occurred, or that a decision affecting them or their student is unjust or inequitable:

1. When a problem first arises, the grievant should discuss the matter with the respective party as soon as possible.
2. If they are unable to resolve the issue at this level, the grievant should then contact the appropriate administrator to make an appointment to discuss the issue as soon as possible.
3. If the problem cannot be resolved informally through discussion or meeting, the grievance shall be reduced to writing by the grievant and submitted to the Executive Director. The grievant should specify the problem to the fullest extent possible and any remedies sought. The request for a meeting will be written and will include any and all documentation related to the grievance along with any solutions that have been proposed by the grievant, an administrator, and any other related parties. The request for the meeting is to be delivered to the Executive Director who, unless unavailable, will meet with the grievant within (10) working days of receiving the written request.
4. Following any necessary investigation, the Executive Director shall prepare a written response to the grievant no later than ten (10) working days from the date of meeting, unless for good cause, additional time is required for the response.
5. If the matter cannot be resolved at the Executive Director level, the grievant may request to have the matter properly placed upon the agenda for the next regularly scheduled Board meeting. All applicable laws of the Brown Act shall apply.
6. The Governing Board and the Executive Director will set a date and time for the hearing of any evidence to be presented concerning the grievance. At the hearing, the grievant and a representative of Baypoint shall have the opportunity to present evidence, both oral and documentary. Within three (3) working days from the date of the hearing, the Board and the Executive Director shall make a decision on the grievance in writing. This decision will serve as the final decision of Baypoint .

AMENDMENT TO EMPLOYEE HANDBOOK

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

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

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

**AT-WILL EMPLOYMENT AGREEMENT AND
ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE MANUAL**

I acknowledge that I have received a copy of the Baypoint Employee Manual, which contains important information on Baypoint's policies, procedures and benefits, including the policies on Anti-Harassment/Discrimination, Substance Use and Abuse, Electronic Communications and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this Handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in this Handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between Baypoint and me is at-will and can be terminated by Baypoint or me at any time, with or without cause or notice. Furthermore, Baypoint has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this Handbook is intended to modify Baypoint's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and the Director. This is the entire agreement between Baypoint and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with Baypoint, 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).

I understand that Baypoint reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that Baypoint reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

Date Issued: _____

I have received the Baypoint Preparatory Employee Handbook. I have read (or will read) and agree to abide by the policies and procedures contained in this Handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Date Signed: _____

cc: Personnel file