Employee Handbook
2017-2018

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CHAPTER 1: INTRODUCTION

This handbook is designed to acquaint you with the Schools of the Sacred Heart – San Francisco (the “School”) and provide you with information about working conditions, Employee benefits, and policies and procedures affecting your employment. It contains general statements of School policy and procedure, which the School reserves the right to apply at its sole discretion based on the facts of individual situations (or in consideration of other factors it deems pertinent) and in preservation of the best interests of the School. All Employees should be aware that violation of School policies and procedures may subject the Employee to corrective action, up to and including termination of employment.

No Employee handbook can anticipate every circumstance or question about policy. The School reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time, as it deems appropriate and at its discretion.

The School continually strives to maintain excellent communications with all faculty and staff members. The Human Resource Office works diligently to keep the handbook up to date and to keep all Employees informed as policy changes occur from time to time during the normal course of business. This edition of the handbook replaces and supersedes all prior versions. Please understand, however, that there may be times when policy will change (at the sole discretion of the President and Board of Trustees) before the written document can be revised and distributed to all Employees.

History
The Society of the Sacred Heart was founded in France in 1800 by St. Madeleine Sophie Barat. The Order, known as the Religious of the Sacred Heart of Jesus (RSCJ), was brought to the United States in 1818 by St. Rose Philippine Duchesne. There are nearly 3,500 RSCJ working in 45 countries and associated with more than 200 schools and colleges around the world. In North America, 24 schools comprise the Network of Sacred Heart Schools; all are guided by and committed to the same philosophy as articulated in the five Goals & Criteria.

The RSCJ opened the first Sacred Heart School west of the Rockies in San Francisco in 1887, opening a K-12 School for girls on Bush Street. As the School grew, it moved to a different location until it was established at 2700 Jackson Street, where it remained for 31 years. In 1939, Mrs. Maude Lee Flood gave her family home, the Flood Mansion at 2222 Broadway to the RSCJ, who subsequently acquired the three neighboring homes as well. The Grant House became Convent of the Sacred Heart Elementary School (girls K-8) in 1950 and the Hammond...
House became Stuart Hall for Boys (boys K-8) in 1956. In 1986, the Herbst House was purchased to provide additional space for the elementary Schools.

Convent of the Sacred Heart High School (girls 9-12) stayed in the Flood Mansion. Additional spaces were constructed on the Broadway campus to accommodate a growing student population, and a second campus was acquired in 2000 so that the School could add a boys’ high school program, Stuart Hall High School, which opened in the Fall of 2000. San Francisco was the first of the Network schools to offer a complete K-12, single-sex program for young women and young men.

The School remains connected to the Society through its membership in the Network of Sacred Heart Schools. Each School in the Network is governed by their own independent Board of Trustees and each is committed to the philosophy of Sacred Heart education, articulated through the five Goals & Criteria.

**Philosophy**

The School is committed to academic excellence, to the endowment of spiritual and ethical values, to the continued representation of the ethnic, religious and socio-economic diversity of the Bay Area and to single-sex education. While Catholic in philosophy, the School strives to maintain a global, ecumenical perspective enhancing the experience of all constituents.

The School is accredited by the Western Association of Schools and Colleges (WASC), the California Association of Independent Schools (CAIS) and the Society of the Sacred Heart. As an independent Catholic School, no financial support is received from either the Roman Catholic Church or the Society of the Sacred Heart. The School is a member of a global network of over 200 schools internationally and 24 schools in North America.


Network Schools Directory

[http://sofie.org/schools/international?show=NetworkSchools&country=United%2BStates](http://sofie.org/schools/international?show=NetworkSchools&country=United%2BStates)

Notable Figures

Mater Admirabilis: Latin translation of Mother Most Admirable; title refers to a fresco painting in the Trinità dei Monti in Rome. The image of this fresco is replicated in every Sacred Heart School; annual celebration of “Mater” is October 20.

Madeleine Sophie Barat (1779-1865): Founder of the Religious of the Sacred Heart. Her feast day is May 25; her birthday is December 12. She was canonized in 1925.
Philippine Duchesne (1769-1852): Missionary and founder of Sacred Heart Schools in the United States (1818). Her feast day is November 18. She was canonized in 1988.

Janet Erskine Stuart (1857-1914): British RSCJ, often quoted for brilliantly articulating the tenets of education for girls and the mission of the Society of the Sacred Heart. She was Superior General of the Society from 1911 to 1914.

**Traditions and Terms**

In addition to a common philosophy and goals, the Sacred Heart Schools share a history rich in tradition. There are special days and events in the Sacred Heart Schools that are celebrated throughout the country and world:

- **Oct**  Feast of Mater Admirabilis, a special patroness of children of the Sacred Heart
- **Nov**  Feast of St. Philippine Duchesne, missionary to America
- **December**  Noels (Christmas carols)
- **May**  Feast of St. Madeleine Sophie Barat, Founder of the Society of the Sacred Heart
- **June**  Prize Day is the final formal assembly of the year. Commendations are given for academic achievement, service, and leadership.
- **June**  Feast of the Sacred Heart.
- **Congé**  A surprise day of fun organized by the senior class for the entire School. It’s timing is kept secret by the planning committee.

**Goûter**

**Network**  The 21 elementary and secondary schools in the United States.

**Sacred Heart Commission on Goals (SHCOG)**

Each School in the Sacred Heart Network goes through a process of self-study and reflection designed to help the School community assess its engagement with the Goals & Criteria. They do so with the Network's Sacred Heart Commission on Goals (SHCOG). This process starts with a self-evaluation and a written reflection compiled by the Self-Study Steering Committee, and culminates with a set of recommendations by the Action Plan Steering Committee. Both of these groups include representatives from every part of the School community, working with the Network's SHCOG team.
Administration
President Ann Marie Krejcarek
Chief Financial Officer Trisha Peterson
Vice President of Advancement Sarah Leffert
Director of Enrollment Mgmt & Fin. Aid Jen Butler
Director of Educational Innovation and Information Services Howard Levin

Heads of School
Convent High School Rachel Simpson
Convent Elementary School Angela Taylor
Stuart Hall for Boys (VP Academic Alignment) Jaime Dominguez
Stuart Hall High School Anthony Farrell

Hours of Operation
Broadway Campus Reception: 7:30 am to 6:00 pm
Pine/Octavia Campus Reception: 7:30 am to 3:45 pm
Elementary Schools: 8:00 am to 4:30 pm
High Schools: 7:45 am to 4:15 pm
After-School Program: Dismissal to 6:00 pm
Business Office: 8:00 am to 5:00 pm

Any student activities outside these hours require written authorization from Administration. The School is not responsible for students on campus after School hours unless they are in a supervised program.
Campus & Facility Maps

About the Buildings

Broadway Campus
- Stuart Hall for Boys, built 1890
- Flood Mansion, built 1914
- Grant House, built 1920
- Herbst House, built 1914
- Herbert Center & Gym, built 1993
- Silicon Arts & Sciences Center, built 2004
- Spady Theatre, built 2004
- Vallejo Apartments, built 1968

Second to Go
- Clay & Sacramento, since 1974
- Benefiting Financial Aid

Octavia Campus
- Stuart Hall High School, built 2006
- 17311 Rincon Street/Advancement Office, built 1885

Total building space:
272,611 square feet

A Note About Parking:
Please arrive at least 15 minutes prior to start time to find parking, which can be challenging at times. Pay close attention to street closing signs. Thursday on Broadway and Monday/Wednesday on Octavia. Resident street parking is limited to two-hour window.

Avoid parking around the Broadway campus during drop-off and pick-up times, which are very busy between 7:30-8:00 a.m. and 2:35-4:00 p.m.

It is illegal to park in the Whole-Towers area.

Welcome to Convent & Stuart Hall
in the heart of the City

Pine-Octavia Campus
17311 Rincon St.
Stuart Hall HS
CHAPTER 2: EQUAL OPPORTUNITY

Equal Employment Policy
The School is an equal opportunity employer.
All School Employees are selected on the basis of their merit. In accordance with applicable law, the School does not and will not discriminate against any job applicant or Employee in any decision regarding employment, including recruitment, hiring, termination, Employee selection, training, promotion, compensation and benefits on the basis of sex, pregnancy, race, religious creed, color, national origin or ancestry, citizenship, physical or mental disability, marital status, age, sexual orientation, gender identity, genetic characteristics, veteran status or any other consideration protected by federal, state or local laws.

If an Employee believes he/she has been subjected to any form of unlawful discrimination, or if s/he is aware of an incident of discrimination involving another Employee, the Employee should report this to whichever is most appropriate:

- His/her immediate supervisor
- Human Resource Director - (415.292.3110)
- President - (415.292.3112)
- Chief Financial Officer – (415.292.3124)

Reports concerning the President should be submitted to the Chair of the Board of Trustees. The report should be specific and should include the names of the individuals involved and the names of any witnesses. The School will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation.

If the School determines that unlawful discrimination has occurred, remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination. The School will not retaliate against any Employee for filing a complaint and will not knowingly permit retaliation by management Employees or coworkers.

Requests for Accommodation
The School is committed to complying with all laws protecting individuals with disabilities, as well as employees’, unpaid interns’, and volunteers’ religious belief and observances. This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. The School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual and/or employees’ religious beliefs and observances, provided the requested accommodation does not create an undue hardship.
for the School and/or does not pose a direct threat to the health or safety of others in the workplace and/or the individual.

Any applicant or Employee who requires an accommodation in order to perform the essential functions of the job and/or for your religious beliefs or observances should contact the Human Resources Director and request such an accommodation. The School reserves the right to request certification from the Employee's health care provider of the necessity for and duration of any accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. If the accommodation is reasonable and will not impose an undue hardship, the School will either make the accommodation or an alternative accommodation that will enable the Employee to perform the job's essential functions.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the School immediately by speaking to the Human Resources Director. You are encouraged to utilize this procedure without fear of retaliation

**Policy Against Harassment**

The School is committed to providing a work environment that is free of unlawful harassment, discrimination and retaliation. In keeping with this commitment, the School maintains a strict policy prohibiting all forms of unlawful discrimination and harassment, including discrimination and harassment based on sex (including breastfeeding and related medical conditions), pregnancy, race, religious creed, color, national origin or ancestry, citizenship status, uniform service member and veteran status, physical or mental disability, gender identity and expression, genetic characteristics, marital status, age, sexual orientation, genetic information, disability, protected medical condition or any other basis protected by federal, state or local law or ordinance or regulation. The School anti-harassment policy applies to all persons involved in the operation of the School and prohibits unlawful harassment by all persons involved in the operation of the School, including faculty, staff, administrators, trustees, parents, students, volunteers, vendors, or others with whom the School has a business, service, or professional relationship.

The School does not and will not tolerate unlawful harassment of Employees, job applicants, unpaid interns, volunteers, vendors, suppliers or contractors. It is the policy of the School that sexual and other unlawful harassment will not be tolerated. It is the policy of the School to 1.) provide a harassment complaint procedure to review and act upon complaints of unlawful harassment; 2.) thoroughly investigate in a timely manner complaints of unlawful harassment; 3.) protect the rights and confidentiality of all parties to the harassment allegations to the extent possible; and 4.) prevent retaliation against persons alleging sexual and other unlawful harassment or persons cooperating in an investigation.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: 1.) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or 2.)
submission to or rejection of such conduct by an individual is used as the basis for employment; or 3.) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of prohibited unlawful harassment include, but are not limited to, the following behavior:

**Verbal** conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;

**Visual** conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;

**Physical** conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;

**Threats** and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and

**Retaliation** for having reported or threatened to report harassment.

Other unlawful harassment consists of unwelcome statements or actions that are sufficiently severe or pervasive so as to interfere with an individual's work performance or create an intimidating, hostile or offensive work environment based on sex, race, religion, color, national origin, disability, medical condition, marital status, age, sexual orientation, or other protected group status.

**Inappropriate Behavior Toward Students**

The School expects all of its Employees to demonstrate the highest level of professional and institutional responsibility in their interactions with students. Any personal involvement between an Employee and a student beyond the professional educator-student relationship is prohibited and may lead to disciplinary action up to and including discharge, whether or not "welcome." Dating currently enrolled students is prohibited and may lead to disciplinary action up to and including discharge. Similarly, all sexual advances, requests for sexual favors, expressions of "romantic" interest, or other verbal or physical conduct of a sexual nature are prohibited with respect to students, even if a student initiates, invites, or is apparently accepting of them. Employees' behavior with respect to students must be above reproach. Employees have an obligation to report any behavior they deem inappropriate between an adult Employee and a student, using the procedure described below.

**Reporting and Investigation**

Every reasonable effort shall be made to protect the privacy of the complainant and the alleged harasser in the investigation and resolution process to ensure that concerns and complaints will be addressed.
Any Employee who believes that he/she has been harassed by a co-worker, parent, student, vendor, supervisor or agent of the School should promptly report it to any of the individuals below. If you believe that a student is being harassed in any way by an Employee, parent, student, or by an Employee of a customer or vendor, you should notify any of the individuals below:

- His/her immediate supervisor
- Human Resource Director - (415.292.3110)
- President - (415.292.3112)
- CFO – (415.292.3124)

Complaints involving the President should be directed to the Chair of the Board of Trustees. The complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses.

Any Employee who becomes aware of harassment by another Employee or Administrator of a co-Employee, student or other individual should immediately report such conduct to the individuals listed above.

The School will immediately undertake an effective, thorough and objective investigation of the harassment allegations; and wherever an instance of unlawful harassment, and/or reprisal for reporting or threatening to report unlawful harassment has been documented by evidence, appropriate disciplinary action up to and including termination will be taken consistent with applicable federal, state, and local laws, and the School employment policies. Because of the School mission and the trust placed in the School by parents, students, School Employees and the community, such harassment of any person on the School premises or elsewhere by any Employee while acting within the scope of employment with the School will not be tolerated and may be grounds for immediate termination of employment.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Moreover, any employee, supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.

Harassment by Non-Employees
The School will take all reasonable steps to eliminate sexual harassment and any other harassment by non-employees, including trustees, parents, students, volunteers, contractors and vendors, who have contact with School Employees, contractors or job applicants.

Retaliation
The President is responsible for ensuring compliance with the harassment and related policies. Issues that involve allegations against or involving the President of the School may be reported directly to the Chair of the Board of Trustees. The School will not retaliate against an Employee for filing a complaint, and will not tolerate or permit retaliation by Administrators, Faculty, or Staff. No Supervisor or member of the School’s administrative team are authorized to make employment decisions based in any way on an Employee's submission to or rejection of sexual conduct or advances. No member of the administrative team has the authority to suggest to any Employee that the Employee’s continued employment or future advancement will be affected in any way because the Employee enters into or refuses to enter into any form of sexual or any other personal relationship with the Supervisor or member of the administrative team. No supervisor or member of the administrative team may coerce an Employee into a sexual relationship and then reward the Employee. No supervisor may take disciplinary action against an Employee or deny a promotion, transfer, award, etc. to an Employee because he or she has rejected sexual advances.

In addition, no faculty member or other Employee is authorized to make any academic or disciplinary decision based in any way on a student’s submission to or rejection of sexual conduct or advances. No faculty member or other Employee has the authority to suggest to any student that the student’s continued attendance or future advancement will be affected in any way because the student enters into or refuses to enter into a form of sexual or other personal relationship with the faculty member or other Employee.

The School encourages all Employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. In the case of the California Department of Fair Employment and Housing, if the Department finds evidence of sexual harassment the agency may file a formal accusation against the employer and the harasser. The accusation will lead to either a public hearing before the Fair Employment and Housing Commission or a lawsuit filed on the complainant’s behalf by the Department. If the commission finds that the harassment occurred, it can order remedies, such as hiring or reinstatement, back pay, damages, fine, promotion and changes in the policies or practices of the involved employer.

**Suspected Child Abuse and Reporting**

The California Child Abuse and Neglect Reporting Act (“CANRA”) requires teachers, administrative officers, and Employees who work with minors to report known or reasonably suspected child abuse or neglect. Each Employee is required to complete the Shield the Vulnerable training and to sign the written acknowledgement of their legal requirement to report.

A mandated reporter must report if he or she has a reasonable suspicion that child abuse or neglect has occurred. Child abuse includes any physical injury resulting from either an
intentional act or the neglect of a child, as well as psychological injuries under circumstances where serious harm or death is likely to occur (the child is subjected to psychological or emotional suffering such that the child is likely to inflict harm on him or herself), as well as sexual crimes against a child. “Reasonable suspicion” does not mean that the reporter has any certainty that abuse or neglect occurred; it means only that it is “objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect.” Mandated reporters should not conduct an investigation to determine whether abuse or neglect has occurred; if they are uncertain as to whether they are required to make a report they should consult with the Head or President.

Mandated reporters must immediately report known or reasonable suspected child abuse and neglect to the San Francisco County Welfare Services (800-856-5553) or (415-558-2650), the police department or sheriff’s department by phone and follow-up with a written report to the same agency within 36 hours of receiving the information concerning the incident. Reporting forms are kept in the School office and on-line. Reporting Form. Mandated reporters are required to identify themselves when making child abuse or neglect reports. The identity of the mandated reporter and reports are confidential and disclosed only to specified persons and agencies and as required by law. Persons who report suspected child abuse have immunity, both civilly and criminally, for making such reports. Failure to make required reports may lead to criminal prosecution.

In order to ensure that the School complies with its obligations to protect its students, the School encourages all Employees to notify the administration (Head or President) of any suspicion or evidence of abuse prior to making a report and then to have a member of the administration participate in the call reporting the abuse or neglect. Speaking to a supervisor does not relieve a mandated reporter of the obligation to report reasonably suspected child abuse or neglect.

**Whistleblower Policy**

**Purpose**
The School’s Whistleblower Policy requires all Employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. The School expects all Employees to practice honesty and integrity in fulfilling their responsibilities and to comply with all applicable laws and regulations. The purpose of this policy is to establish a procedure for School Employees to report illegal or dishonest activity or other misconduct involving: questionable accounting, internal accounting controls, or auditing matters, violations of local, state, or federal laws or regulations; violations of the School’s harassment, discrimination, drug and alcohol and interactions with students. Such activity may involve another Employee or outside persons or firms doing business with the School. Examples of
illegal or dishonest activities are violations of or noncompliance with federal, state, or local laws or regulations, billing for services not performed, fraudulent financial reporting, improper loans to Employees or others, embezzlement, or other misconduct.

Employee Reporting Process
If an Employee has knowledge of or concern about illegal/dishonest activity or misconduct involving the School's financial or business affairs (as exemplified in the “purpose” section above), the Employee has responsibility of reporting the violation to the proper levels of authority:

A) Any alleged violation involving individuals other than School Administrators, CFO or President must be communicated to any of the following:
   - His/her immediate supervisor
   - Human Resource Director - (415.292.3110)
   - President - (415.292.3112)
   - Chief Financial Officer – (415.292.3124)

B) Any alleged violation involving a School administrator or the CFO must be reported directly to the President.

C) Any alleged violation involving the President must be reported to either the Chair of the Audit Committee of the Board of Trustees or the Chair of the Board of Trustees.

Communications may be verbal or written. However, all communications should strive to include as much information as possible to facilitate a thorough and complete evaluation of a complaint or charge. This includes material evidence, names of persons able to corroborate the accusation, if possible, and how to contact the complainant to assure anonymity, if anonymity is desired. The recipient of such complaint is responsible for ensuring that all information regarding the complaint is properly recorded, in order for it to become a formal record of the complaint, and properly communicated to the President or Chair of Board of Trustees (as discussed below), in order for it to be properly investigated and resolved. A copy of the written complaint will be provided to the complainant for confirmation of accuracy in order to ensure that the School properly understands the facts and circumstances surrounding the allegations.

Role of the President
Except for complaints alleging misconduct by the President, all recipients of complaints received under this policy must promptly submit the complaint(s) to the President, who is responsible for overseeing the investigation and coordinating corrective actions. The President will determine the level of investigation the complaint warrants and who the appropriate party is to perform the investigation. The President is responsible for determining
if the facts support or do not support the complaint. The President will provide a written explanation of the decision to the Employee who made the complaint.

The President is required to report to the Chair of the Board of Trustees or the Chair of the Audit Committee of the Board of Trustees regarding the School’s compliance with this policy. In addition, the President, in his/her discretion, may report to the School’s outside general counsel the complaints received under this policy, their status, and their resolution.

For alleged violations involving the President, the Chair of the Board of Trustees will fill the role of the President and perform the responsibilities identified in the preceding paragraphs and inform the Board of Trustees’ Executive Committee of any such complaint.

A person who believes that his/her report of illegal or dishonest activities or other misconduct involving the School's business or financial affairs is not receiving appropriate attention by the President may directly contact the Chair of the Board of Trustees.

**Employee Responsibility**

An Employee (whistleblower) who makes a complaint or charge must exercise sound judgment and act without malice to avoid baseless allegations or frivolous complaints. The whistleblower's role is as a reporting party. They are not investigators or finders of fact, nor do they determine the appropriate corrective or remedial action, if any, that may be warranted.

**Employee Protection**

Whistleblower protections are provided in two important areas – confidentiality and against adverse action in the form of retaliation.

Insofar as is reasonably possible, the confidentiality of the whistleblower will be maintained. However, the whistleblower’s identity may have to be disclosed to conduct a thorough investigation and/or to comply with applicable laws.

The School, insofar as it is able, will act to protect the whistleblower from adverse action arising out of the whistleblower’s good faith report of a complaint. This includes, but is not limited to, protection from employment action such as retaliatory termination, compensation decreases, poor work assignments, and threats of physical harm. Any whistleblower who believes he/she is being retaliated against should contact the President, or, in the case of perceived retaliation by the President, the Chair of the Board of Trustees.

Any Employee, however, who knowingly files a false or materially misleading report of alleged illegal or dishonest activities or other misconduct involving the School’s business or financial affairs, shall be subject to disciplinary and possible legal action.

Employees with questions regarding this policy should contact the CFO.
Problem Resolution And Arbitration
The School hopes that most concerns regarding employment may be resolved by the people closest to the issue. The School encourages Employees to try to resolve concerns in a spirit of willingness to listen and collaborate. Employees are encouraged to see their immediate supervisor or their Administrator with questions or problems relating to their job, or to voice any concern they have regarding the School as a workplace.

If an Employee is unable to resolve a concern after this discussion, the Employee may contact the Human Resource Director to discuss the concern further. The Human Resources Director will attempt to find a resolution as soon as reasonably possible.

If an Employee is not satisfied with the resolution of a problem, the Employee may address the problem as provided in the “Mutual Binding Arbitration Agreement” that Employees are required to sign as a condition of employment with the School. That agreement provides that the Employee will give the President written notice of any claim or dispute so that the School and the Employee can engage in good-faith negotiations to resolve the matter promptly. If the parties are not able to resolve the dispute or claim informally, the parties may then agree to participate in a voluntary mediation, administered by a mediator approved by the Employee and the School and paid for by the School. If the matter is still not resolved, it will be resolved by final, binding and confidential arbitration.

Any questions concerning the problem solving and arbitration policy may be addressed to the Human Resources Director.
CHAPTER 3: EMPLOYMENT POLICIES

Employment Definitions
The School will designate Employees within the following categories:

Full Time – Employees who are normally scheduled to work 40 hours per week.

Part Time – Employees who are normally scheduled to work less than 40 hours per week.

Temporary – An Employee who has been hired to work for six months or less.

Exempt – An Employee who, because of his or her positional duties and responsibilities and level of decision-making authority, is not subject to any of the laws pertaining to overtime, meal periods and rest periods.

Non-Exempt – An Employee who, based on the job duties of their position, is subject to the laws pertaining to overtime, minimum wage, meal periods and rest periods.

Employee
Any person who performs work for the School in exchange for financial compensation from the School, other than independent contractors.

Conditions of Employment
Goals & Criteria
All Employees are appointed and/or released by the Administrator for whom they work, who has reviewed her/his qualifications and experience, has acquainted her/him with the duties of her/his position, and will bring to her/his attention failures to perform these duties in the expected manner. All are expected to support the Goals & Criteria of Sacred Heart School, which commit themselves to educate to:

1.) a personal and active faith in God;
2.) a deep respect for intellectual values;
3.) a social awareness which impels to action;
4.) the building of community as a Christian value; and
5.) personal growth in an atmosphere of wise freedom.

Employment Authorization
In accordance with the Immigration and Reform and Control Act, all Employees will be required to provide documentation of identity and employment eligibility by completing an I-9 form – and submitting receipt of satisfactory evidence of his or her authorization to work in the
United States. By law, Employees have three business days after hire to present documentation to the Human Resource office.

**DOJ and FBI Fingerprint Clearance**
All Employees who have contact with minor students must be fingerprinted and obtain a criminal check in accordance with California Education Code Section 44237. No Employee shall begin work at the School until the Department of Justice and FBI complete the criminal record search and results have been received by the Human Resources office.

**Shield the Vulnerable Training & Child Abuse Acknowledgment**
Employees are required to complete on-line training and to fully understand the School reporting procedures for child abuse. Upon completion of the training, Employees must read and sign the Child Abuse Acknowledgment Form as required under Article 2.5 of the California Penal Code. Employees should be re-trained every three years.

**Tuberculosis Testing**
The California Education Code requires that all Employees of public and private undergo TB risk assessment on a regular basis. An Employee new to the School must submit proof that within thirty days before the first day of employment with the School, the Employee submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. Thereafter, risk assessments (or examinations if risk factors are identified) must be completed every four years.

**Transcripts**
If hired into a faculty position, the Employee will be required to provide official transcripts from the college(s) listed on their Employment Application.

**First Aid/CPR Training**
Employees must maintain current certification throughout the course of their employment.

**Employment Agreements and Renewal/Non-Renewal**
Employment Agreements are initiated each year by the President’s office in response to programmatic needs and are valid for the dates stated on the agreement. Employee performance and program needs may impact the distribution schedule. Employment Agreements that are not signed and returned by the required date will become null and void and must be re-issued in order to be valid.

It is understood and agreed that the Employment Agreement is valid for the dates stated on the agreement. At the end of the term specified in the agreement, neither the School nor Employees are obligated to continue the employment, enter into a new employment agreement, or negotiate for a new agreement. The School does not provide “tenure” to any Employee, no matter how long the Employee has been affiliated with the School.
Generally Employment Agreements are issued in February/March and require acceptance by the due date, usually 10-14 business days after distribution. For renewal of the Employment Agreement, the Administrator must determine that an Employee has met all conditions of employment and the job description. Additionally the Employees performance must meet the professional standard expected at School as described in the job description. The School has the right to extend, or not extend, offers of renewal employment agreements in its sole and absolute discretion.

**Probationary Period**
The first two years (24 months) of continuous employment at the School is considered a Probationary Period. During this time, new Employees will learn their responsibilities, get acquainted with fellow Employees and determine whether they are happy with their new job. During the Probationary Period, Employees may be terminated at any time, with or without cause and for any reason or no reason, and with or without prior notice. Employment during the probationary period is “at will”.

**Term**
Each Employee's term of employment shall be for one year subject to the terms of the Employment Agreement. The term of service for Faculty/10 month Instructional Support shall be determined to coincide with the academic year as noted on the Employment Agreement; the term of service for all 12-month Instructional Support, Staff and Administrators is from July 1 to June 30. Both the Employee and the School have absolute discretion whether to renew the Employment Agreement.

**Performance Evaluation**
The Administrator has the responsibility of supervising and evaluating Employees based on the schedule described in the timeline on page 26. Supervision and evaluation of all Employees shall, within the Administrator's discretion, include classroom visits, review of student evaluation forms, personal observations, discussions with Administration, and conferences with Employees where applicable. The Administrator may delegate one or more of these functions. This evaluation process will be documented on an evaluation form and in the Folio Collaborative System.

**Disciplinary Procedures**
When an Employee's performance or conduct does not meet the School standards, disciplinary action will be taken. By way of example, cause for disciplinary action may include but is not limited to inability to teach; inability to deal amicably with students or parents; inability to control and discipline students; failure to serve as a suitable role model for students; failure to uphold School policies and procedures or violation of the terms of the Employment Agreement; excessive absenteeism; unreasonable tardiness; job abandonment; conduct not in keeping with the objectives of the School as expressed in the Goals & Criteria; immoral or
unprofessional conduct or any conduct tending to reflect discredit upon the School, or tending to impair the Employee's usefulness or effectiveness as an Employee; dishonesty; insubordination; inappropriate behavior; incompetence; unfitness for service; neglect of duty; and commission or conviction of a felony or of a crime involving immoral or unprofessional conduct.

When an Administrator determines that the Employee's performance or conduct does not meet the School standards or Goals & Criteria, the Administrator may initiate a process of Administrative Review. The Administrator may mandate such a review at any time during the School year. The Administrator must notify the Employee in writing that he/she will be undergoing a process of supervision designed to improve his/her performance. The Administrator will schedule a conference for the purposes of:

1.) An objective analysis of deficiencies,
2.) Development of a set of objectives designed to overcome those deficiencies,
3.) A time-line to monitor progress.

A final review conference will be arranged at which the Employee is informed of one of four possible decisions: a return to regular status; an extension of the Formal Administrative Review; non-renewal of contract; or termination.

The Administrator retains the discretion to omit any and all of the disciplinary procedures described above based on the severity of the circumstances.

**Termination for Cause**

It is understood that satisfactory performance of the Employment Agreement by the Employee requires conformance with high standards of diligence, competence, skill, judgment and efficiency and adherence to the Goals & Criteria in the execution of his/her duties. Failure to conform to such standards or the Goals & Criteria is cause for termination of the Employment Agreement by the Administrator. The final decision regarding termination will be made by the Administrator with the approval of the President.

Just cause for termination may include but is not limited to inability to teach; inability to deal amicably with students or parents; inability to control and discipline the students; failure to serve as a suitable role model for students; failure to uphold School policies and procedures or violation of the terms of the Employment Agreement; insubordination, excessive absenteeism; unreasonable tardiness; conduct not in keeping with the objectives of the School as expressed in the Goals and Criteria; immoral or unprofessional conduct or any conduct tending to reflect discredit upon the School, or tending to impair the Employee's usefulness or effectiveness as an Employee; dishonesty; insubordination; inappropriate behavior; incompetence; unfitness for service; neglect of duty; job abandonment; and commission conviction of a felony or of a crime involving immoral or unprofessional conduct.
In the event any Employee is terminated by the Administrator for cause as defined above, that Employee shall not be entitled to further payments of salary or other benefits. The group insurance benefits provided to the Employee may be convertible by the Employee at his/her expense to individual coverage under COBRA or other laws applicable at the time of such termination (unless for reasons of gross misconduct). The Employee will be entitled to payment of accrued unused vacation benefits or, in the case of regular 10 or 11 month employees, a prorated share of summer pay earned through the date of termination, if any.

**Voluntary Termination**
In the event an Employee voluntarily terminates his/her employment under the Employment Agreement prior to the expiration of the term as set forth in the Employment Agreement, he/she shall give the Administrator not less than thirty (30) days written notice of such termination and shall continue to perform his/her duties under the Employment Agreement until the end of such thirty (30) day period, unless the Administrator agrees in writing to release him/her from such duties before the end of the period. The Employee shall not be entitled to any further compensation of any kind, including salary and the other benefits after such thirty (30) day period, or release from duties, whichever occurs first. The group insurance benefits provided to the Employee may be convertible by the Employee at his/her expense to individual coverage under COBRA or other laws applicable at the time of such termination. The Employee shall in these circumstances be entitled to accrued unused vacation benefits or, in the case of 10 or 11 month employees, a prorated share of summer pay earned through the date of termination, if any.

**Exit Interviews**
All Employees who terminate their employment with the School will be asked to complete an exit interview. During this interview any School property, keys, name tags, laptops, iPads, etc., must be returned. The Employee will be provided with information regarding COBRA benefits and payroll termination. The interview process is also designed to gather information which may assist the School with recruitment and retention issues.
## Evaluation and Employment Agreement Timeline

<table>
<thead>
<tr>
<th>Faculty/Staff</th>
<th>Procedure</th>
<th>Form</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>August-Sept</strong></td>
<td>Administrator reviews evaluation process and job expectations with Employee. Employee establishes annual goals in Folio and determines plan of action in consultation with Administrator.</td>
<td>Folio</td>
</tr>
<tr>
<td><strong>Faculty:</strong> Year round</td>
<td>Administrator conducts formal and/or informal observations, followed by timely discussion with Employee and documentation in the Folio Collaborative System.</td>
<td>Folio</td>
</tr>
<tr>
<td><strong>January-March</strong></td>
<td>Director/Senior Administrator and Senior Administrator/Dean discuss performance and progress against annual goals and how it may affect future staffing.</td>
<td>n/a</td>
</tr>
<tr>
<td><strong>Mid-February</strong></td>
<td>Before Winter Break Administration/Faculty/Staff discusses with their administrator any plans that would impact upcoming contracts.</td>
<td>n/a</td>
</tr>
<tr>
<td><strong>By March</strong></td>
<td>Administrator notifies Employee if new Employment Agreement will not be offered or be deferred. Administrator and Employee discuss new Job Description if revised.</td>
<td>n/a</td>
</tr>
<tr>
<td><strong>February/March</strong></td>
<td>Administrator gives Employee Employment Agreement and Employee Handbook. Specific teaching assignments may be determined even through the start of school.</td>
<td>Employment Agreement</td>
</tr>
<tr>
<td><strong>By due date</strong></td>
<td>Employee signs and returns new Employment Agreement by date due determined each year. If not returned by date due, offer becomes null and void.</td>
<td>n/a</td>
</tr>
<tr>
<td><strong>January-June</strong></td>
<td>Administrator and Employee discuss performance and goals, and complete evaluation checklists. Administrator forwards original completed signed checklist to Human Resources by June 30.</td>
<td>Evaluation Checklists Forms</td>
</tr>
<tr>
<td><strong>June-August</strong></td>
<td>Adjustments made as needed for program and enrollment.</td>
<td>n/a</td>
</tr>
<tr>
<td><strong>Evaluation schedule</strong></td>
<td>Employees with 0-3 year of service: Evaluated Annually Employees with 3-10 years of service: Evaluated every other year</td>
<td>n/a</td>
</tr>
</tbody>
</table>
Employees with 10+ years of service: Evaluated every three years

**Employee Records**
Recognizing the confidential nature of the information in your personnel record, the School limits access to the personnel records to you and those with proper authorization or pursuant to legal process.

No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals with the approval of the Human Resources Director.

All Employees may have access to their own personnel file, which are kept in the Human Resource office. You may also correct or clarify personal information contained in your personnel file. Additionally, a supervisor may review your personnel file if you have a current reporting relationship to that supervisor or have been interviewed and are being considered for a position reporting to that supervisor. Your personnel records are also subject to review by investigative agencies, or during periods of internal audits conducted by the School.

Within thirty (30) days of an Employee's written request, or the written request of the employee’s designated representative, the School will either make personnel records available to the Employee for his/her inspection or provide a copy of the Employee's personnel records to the Employee or the Employee’s designated representative. The Employee shall be responsible for the cost of copying.

**Employment Verifications and References**
All employment verifications should be directed to the Human Resource office. The School policy on verifications is to disclose only the dates of employment and the title of the position held for current and former Employees. With written authorization, earnings information may be released. **AUTHORIZATION FOR LETTER OF REFERENCE** If a former or current Employee requests a reference and provides authorization, the School may also provide a prospective employer with performance related information.

**Distribution of Contact Information**
The School does not provide email addresses of Employees, students or parents to outside individuals or other entities. Requests to contact all members of any of these groups should be directed to the appropriate member of the Administration. If deemed worthy, the communication will be sent internally without providing personal contact information to the external requester.
**Media Contacts**
In all situations, only such persons as are designated by the President may comment on School policy or events that have an impact on the School. Media is never allowed on campus without the prior approval of the President. No School personnel may grant interviews on School-related issues without prior approval of the President. Please refer all media requests or phone calls to the Head or President.

**Publicity**
In the course of advertising, public relations or other similar conduct for business purposes, the School may utilize media resources. The School may use your photograph, picture, and/or voice transcription for promotion or advertising at any time without compensation.
CHAPTER 4: PRINCIPLES OF CONDUCT

School Ethics
Employees of the School are expected to act in accordance with the highest standards of ethics both on and off School premises, and to conduct themselves in a manner that reflects favorably on both the School and the individual Employee. Employees are to avoid any appearance of impropriety and not adversely affect the School’s or their own integrity, reputation or credibility. It is crucial that Employees observe all applicable laws and regulations while conducting business on behalf of the School. In no event may an Employee accept a gift, gratuity or expense payment that influences or might give the appearance of influencing the Employee’s performance, professional evaluation, decision or service.

Interactions and Communications with Students
As employees of an educational institution, you are held to a higher standard by parents, students, colleagues, and members of the public. The School supports and endorses a strict policy of respect toward students and expects Employees to act at all times as adult role models. In addition, students typically respond better to faculty and administrators and evidence greater levels of respect when appropriate expectations are established right from the beginning of the relationship. Therefore, you should ensure that you do not engage in any interaction or communication that may reflect even the appearance of impropriety or make students feel uncomfortable in your presence. If you are not sure whether a particular comment or action may be appropriate, it is far better to avoid the behavior than risk negative consequences.

The following are examples of inappropriate interactions and communications with students. This list is not all inclusive and other, similar activities should also be avoided:

- Calling students on their cell or at home for non-school related matters;
- Encouraging or allowing students to call you by an inappropriate nickname;
- Touching students or their clothing in non-professional ways or inappropriate places, or touching a student with aggression, in frustration, or when you are highly emotional;
- Giving your phone number or asking for other students’ phone numbers for use in situations other than for legitimate school reasons;
- Making too personal comments to students (about their clothing, hair, nail polish, personal habits, etc.)
- Being alone with a student in a room, vehicle, or other area;
- Sending e-mails, texts, or writing notes to students of a personal nature;
- “Friending” or “following” a student on a social networking site;
- Giving students rides, except in emergency situations;
- Suggesting or permitting students to sit on your lap at any time;
- Engaging students to complete personal errands for you;
● Discussing the personal affairs of other students or your colleagues;
● Speaking with innuendo to suggest a relationship or sexual subjects;
● Using the boys’ or girls’ restrooms when any students are present;
● Flirting;
● Visiting students to “hang out” in their hotel rooms when on field trips or sporting events;
● Swearing, making inappropriate sexual, racial/or ethnic comments;
● Creating a social networking site and then inviting students to view or permitting them to participate in the site;
● Telling off-color jokes; and
● Dating or engaging in consensual relationships with students.

In addition, Employees should never physically move, grab, or touch a student, or grab something from a student, with aggression or because of frustration. You should never treat a student with anything less than respect and dignity. If a student does not follow directions as expected, you should communicate clearly your instructions and, if the student does not listen or respond appropriately, you should take appropriate action, which could include any number of responses, such as separating the student from the group; walking up to the student and ensuring that the student clearly sees you communicate with him/her; removing the student from the activity; communicating with the parent after the event; writing a counseling report; etc.

Moreover, if you are an Employee who is also a parent of a student at the School, you are expected to address perceived problems or alleged inequities by other students (bullying, etc.) in the same way all other parents are to address such actions. Report the problem to the appropriate administrator. Do not take personal action to address the situation.

We certainly encourage close relationships between faculty and students. However, all after-school and away from campus contact with students (including transporting students in a staff member’s vehicle, babysitting, going to dinner, etc.) must first be cleared with the President in each specific instance.

All Employees are responsible for the safety and welfare of our students. If you observe any Employee engaging in any type of inappropriate or questionable behavior with a student, or violating any aspect of this policy, please report the information immediately to any one of the individuals listed below.

● Your immediate supervisor
● Human Resource Director - (415.292.3110)
● President - (415.292.3112)
● Chief Financial Officer – (415.292.3124)

In addition, as a part of every Employee’s obligation to keep children and our campus safe, if you have information reflecting that any person who may regularly or periodically visit the school’s campus (student, employee, parent, spouse of an employee, family member, volunteer, or contractor) has
been accused, arrested, or convicted of any type of potential abuse or sexual misconduct toward any other person, you must immediately report such information to the President.

Any Employee who engages in behavior that violates this policy or who fails to report such activity by others will be subject to disciplinary action, up to and including termination of employment.

**Hazing/Bullying/Harassment Among Students**

Although we encourage students to participate in School-related athletics, clubs, associations, organizations and other groups, the School prohibits all forms of hazing. Hazing refers to any activity expected of a student to join or to continue membership or participation in any group where the activity produces or could be expected to produce mental, emotional or physical discomfort, humiliation, embarrassment, harassment, or ridicule to the student, regardless of the student's willingness to participate. If you are not sure whether something constitutes hazing, then you need to ask the Administration.

Similarly, we also prohibit any type of bullying or harassment type activity among our students. The School is dedicated to fostering an environment that promotes kindness, acceptance, and embraces differences among individuals. Harassment includes, but is not limited to, slurs, jokes, and other verbal, graphic, or offensive conduct relating to race, religion, color, sex, sexual orientation, national origin, citizenship, or disability. Bullying includes, but is not limited to, physical or verbal aggression (hitting, kicking, taunting, teasing, threatening, ridiculing, etc.), relational aggression (harming or threatening to harm relationships or acceptance, friendship, or group inclusion), emotional aggression (teasing, threatening, intimidating others). The School also prohibits cyber-bullying (creating websites, instant messaging, e-mails, using camera phones, or other forms of technology to engage in harassment or bullying). Any of these types of offensive conduct can create an uncomfortable School environment.

All School employees are required to immediately report any actual or suspected hazing, bullying, or harassment activity among the students to the Administration. The failure to make such a report could result in disciplinary action in accordance with the School's disciplinary procedures. When the School administration becomes aware of any actual or planned hazing, bullying, or harassment activity, the situation will be promptly investigated. No adverse action will be taken against any person who makes a good faith report of hazing or suspected hazing activity.

**Community Relations**

Employees are expected to be polite, courteous and attentive to everyone within the School community including parents and parents of prospective students. When a situation arises where the Employee does not feel comfortable or capable of handling a problem with another party, the Head, President or the Employee’s supervisor should be contacted immediately.
Dress and Grooming
Employees are required to maintain a neat and clean appearance and exercise good hygiene. Employees can appreciate that terms such as “good taste” and “appropriate dress” are transitory and impossible to define, much less to dictate. As professionals, however, Employees should maintain an appearance that serves as a model for students and reflects the Goals & Criteria. Professional dress (business casual) is the norm. Blue jeans, flip-flops, sandals and extremely casual dress are not in keeping with a professional appearance.

Employees in Special Public Roles:
Administrators, the College Counselor, the Admissions Director, and the Receptionists are individuals who work extensively with parents and outside professionals. The standard of dress for these individuals should meet a more formal standard.

Casual and Formal Dress Days:
Jeans, athletic attire (including shoes), and extremely casual dress are suitable only for certain field trips and faculty casual dress days. When students are required to be in dress uniform, teachers are expected to dress more formally. Likewise, teachers should dress more formally for parent/teacher conferences, Employee assemblies, and for other professional gatherings.

Absenteeism and Tardiness
Each Employee is expected to be at his or her work station on time each day and to remain there throughout his or her scheduled hours. Absenteeism or tardiness, even for good reasons, is disruptive to our School operations and interferes with our ability to satisfy students’ needs. An Employee who is going to be late or absent from work for any reason must personally notify his/her supervisor as far in advance as possible so that proper arrangements can be made to handle work during the absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your supervisor as soon as possible or practicable.

When an absence is due to illness, the School may require appropriate medical documentation in accordance with state and federal law.

Although you may be terminated at any time for failing to report to work without containing the School, if an Employee fails to report to work or call in for three (3) consecutive calendar days, they may be considered to have abandoned their job and will be terminated. Absenteeism or tardiness may result in discipline, up to and including termination.

Attitude
Every employee must display a positive attitude towards his/her job and arrive to work motivated to perform his/her job duties. A bad attitude creates a difficult working environment and prevents the School from providing quality education to our families. If you consistently fail to approach your job duties with a positive attitude, you may be disciplined or terminated.

Damage to Property
Deliberate or careless damage to the School’s property, as well as damage to your co-workers’ or customers’ property, will not be tolerated.

**Misuse of Property**
No employee shall misuse, or use without authorization, equipment, vehicles, or other property of the School, customers, vendors, or other employees of the School.

**Off Duty Use of Facilities**
Employees are prohibited from being on School premises or making use of School facilities while not on duty. Employees are expressly prohibited from using School facilities, School property or School equipment for personal use.

**Off-Duty Social and Recreational Activities**
During the year, the School may sponsor social or recreational activities for its employees. Your attendance at such social activities, however, is completely voluntary and is not required as a condition of employment. Neither the School nor its insurer will be liable for the payment of workers’ compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your job duties.

**Outside Employment**
There have been times when most of us have had the opportunity or the need to have two jobs at one time. It is important that other employment, as well as outside interests, do not interfere in any way with your job with the School. You should be careful that extra hours of work do not affect the safe performance of your job duties by leaving you tired or distracted. Also, if your second job creates a potential conflict of interest you are required to obtain written approval, in advance, from the Human Resources Director.

**Personal Mail**
All mail which is delivered to the School is presumed to be related to our business. Mail sent to you at the School will be opened by office personnel and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home or personal mailbox.

School postage meters and letterhead may not be used for personal correspondence.

**Insubordination**
All Employees have duties to perform and must follow directions from someone. It is against the School policy for an Employee to refuse to follow the directions of a supervisor or management official or to treat a supervisor or management official in an insubordinate manner, in any respect. Employees must fully cooperate with School investigations into potential misconduct. Refusal to fully disclose information in the course of a School investigation constitutes insubordination and will not be tolerated.
**Telephone Calls**
The School’s telephone lines are intended primarily for School use. Personal phone calls should be kept to a minimum. Necessary, non-emergency calls should be made during break periods or the lunch break whenever possible. Use of cellular telephones and handheld computers should be kept to a minimum and should not be disruptive to the teaching environment. Any long-distance or toll calls should be charged to the Employee’s home number, and the Employee shall be responsible for reimbursing the School for any personal telephone charges. For non-emergency calls, teachers should use only the telephones in the teachers’ workrooms.

**Fraud, Dishonesty and False Statements**
No Employee or applicant may ever falsify any application, medical history record, invoice, paperwork, time sheet, time card, investigative questionnaires or any other document. Any Employee found to have falsified or made material misrepresentations or omissions on any such document will be subject to immediate termination of employment. If you observe any such violations, an Employee should report this to their immediate supervisor, the Human Resource Director, the President or the CFO.

**Gambling**
Gambling, for personal benefit, is prohibited on School property, or through the use of the School's property. Pools for sports are an example of prohibited gambling.

**Facsimile and Copy Machines**
Any non-business use of the facsimile and copy machines must be approved by the Employee’s immediate supervisor. Employees are prohibited from using these machines for the purpose of transmitting, receiving or copying materials, which may be deemed offensive or insulting. An Employee who receives such materials via facsimile transmission, the mail, or from any other source, should report the transmission immediately to their immediate supervisor or the CFO, the Human Resources Director or the President, whichever is most appropriate.

**Illegal Activity**
Employees are not permitted to engage in any kind of illegal activity while on duty or on the School’s property, or while off the job which reflects detrimentally on the School’s reputation.

**Drug and Alcohol Policy**
All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs (including marijuana regardless of prescription) or other unauthorized or mind-altering or intoxicating substances while on School property (including parking areas and grounds), or while otherwise performing their work duties away from the School’s premises. Included within this prohibition are lawful controlled substances, which have been illegally or improperly obtained. This
policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work (including marijuana regardless of prescription), and from having excessive amounts of otherwise lawful controlled substance in their systems. This policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

All employees are prohibited from distributing, dispensing, possessing or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with your ability to perform the essential functions of your job.

Limited consumption of alcohol during School sponsored social events during non-School hours may be permitted only with the approval of the Head or the President. Being under the influence of alcohol or illegal drugs while on the School’s premises during working hours is strictly forbidden. Any violation of these policies will result in corrective action up to and including immediate termination of employment.

**Prescription Drugs.** With the exception of medically prescribed marijuana, the proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees’ drug use may affect their job performance, such as by causing dizziness or drowsiness. You are required to disclose any medication that may cause a risk of harm to yourself or to others in performing your job duties. It is your responsibility to determine from your physician whether a prescribed drug may impair your job performance.

**Notification of Impairment.** It shall be the responsibility of each Employee who observes or has knowledge of another Employee in a condition which impairs the Employee in the performance of his/her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

**Who is Tested.** You may be required to submit to drug/alcohol screening whenever the School has a reasonable suspicion that you have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, coworker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work related injury or accident.

Additionally, Employees in safety sensitive positions may be tested on a random or periodic basis. In addition, various job classifications are categorically subject to random or periodic drug testing to the extent permitted by applicable state and federal laws.

**Discipline.** Violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment.
**Enforcement Policy.** In order to enforce this policy and procedures, the School may investigate potential violations and require employees to undergo drug/alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the School’s physical premises, including, but not limited to work areas, personal articles, employees’ clothes, desks, work stations, lockers, and personal and School vehicles. You will be subject to disciplinary action up to and including termination of employment for refusing to cooperate with searches or investigations, to submit to screening, or for failing to execute consent forms when required by the School.

**Investigations/Searches**
Where a manager or supervisor has reasonable suspicion that an employee has violated the substance abuse policy, the supervisor, or his/her designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, backpacks, and other locations or articles without prior notice in order to ensure a work environment free of prohibited substances. You may be asked to be present and remove a personal lock from a locker or locked container. A locked locker or container does not prevent the School from searching such article. Employees therefore should have no expectation of privacy for personal belongings brought onto School premises and locked in a locker or locked container. Where the employee is not present or refuses to remove a personal lock, the School may do so for him or her, and compensate the employee for the lock.

**What Happens When an Employee Tests Positive for a Prohibited Substance.** All employees who test positive in a confirmed substance test will be subject to disciplinary action, up to and including termination.

**Smoking**
There shall be no smoking by Employees anywhere on School facilities, at School events or in the presence of students.

**Employment of Relatives**
The School will make efforts to avoid employing relatives within the same School or Central Service departments or where actual or potential problems may arise regarding supervision, security, safety or morale, or where potential conflicts of interest exist. "Relatives" are defined to include spouses, children, siblings, parents, in-laws and step-relatives. The Administration will make reasonable accommodations, if necessary, to eliminate any actual or potential problems such as those described above.

**Providing Testimony for Domestic Disputes**
Upon receipt of a lawfully served subpoena for employee testimony and/or documents related to a student and/or School family’s domestic dispute, employees must immediately notify the Human Resource Director. Employees shall not provide any School records to any third party without clearance and guidance from School administration.
**Romantic or Sexual Relationships with Other Employees**

The School has adopted this policy because of the potential problems posed by romantic or sexual relationships between employees. These problems include conflicts of interest, interference with the productivity of coworkers, and potential charges of sexual harassment. Such problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position.

The School imposes the following restrictions on romantic or sexual relationships between employees:

1. When a supervisor or manager engages in a romantic or sexual relationship with his/her subordinate the supervisor or manager must disclose the existence of such relationship immediately to the Human Resources Director. The School will take all steps it deems necessary to prevent conflicts of interest and potential legal claims, including but not limited to transferring one or the other employees and or terminating the employment of the manager or supervisor.

2. All employees must avoid romantic or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or distractions that interfere with other employees’ productivity.

3. All employees are expected to behave in a professional manner and avoid inappropriate displays of affection, arguments over relationship issues, etc., in the work environment.

Questions and clarifications will be addressed by the Human Resources Director.

**Sleeping**

Everyone needs to be fully alert while on the job in order to protect the safety of all employees and to properly serve our customers. Therefore, we cannot tolerate sleeping or inattention on the job.

**Solicitation – Distribution Policy**

Our primary goal at the School is to provide our students and Employees with the best experience possible. In order to allow employees to perform their job duties and provide our students with their undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of paper advertising materials, handbills or other literature is prohibited in all working areas and sales areas at all times. Similarly, non-employees may not come on the School’s property at any time to solicit for any cause or distribute material or literature of any kind for any purpose.

**Theft**

Theft of money or property from the School, your co-workers or students is strictly prohibited. Employees found to have stolen or misappropriated money or property will be subject to immediate
termination and will also be reported to law enforcement. The School reserves the right to inspect all purses, briefcases, backpacks, packages, lockers and vehicles on the School’s property. Failure to cooperate in such a search will result in disciplinary action, up to and including termination.

**Workplace Violence Policy**

The School has a zero tolerance policy for violent acts or threats of violence against our employees, applicants, students or vendors.

We do not allow fighting, threatening words or conduct. Weapons of any kind are strictly prohibited and not permitted on School premises.

No employee should commit or threaten to commit any violent act against a co-worker, applicant, student or vendor. This includes discussions of the use of dangerous weapons, even in a joking manner.

Any employee who is subjected to or threatened with violence by a co-worker, student or vendor, or is aware of another individual who has been subjected to or threatened with violence, is to report this information to his/her supervisor or manager as soon as possible.

All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately.

All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

**Conflict of Interest**

The Board of Trustees affirms that the Trustees, Officers, Administrators, Faculty have an obligation to exercise their authority and to carry out the duties of their respective positions for the sole benefit of the School. A “Conflict of Interest” occurs when a person has a private interest that could compromise their independent exercise of good judgment in carrying out the business affairs of the School or could otherwise interfere with the interests of the School. Where a potential conflict exists, it shall be the responsibility of the Employee involved or any other person with knowledge to notify their Administrator of the circumstances resulting in the potential conflict so that the Administration can provide such guidance and take such action as it shall deem appropriate.

Employees must be attentive to circumstances that potentially place personal interests at odds with their fundamental duty of loyalty to the School. Areas of potential conflict of interest are:

1. Ownership by the individual directly or indirectly of a material financial interest in any business or firm (i) from which the School obtains goods or services, or (ii) which is a competitor of the School.
2. Competition by the individual, directly or indirectly, with the School in the purchase or sale of property or any property right or interest.

3. Representation of the School by the individual in any transaction or activity in which the individual, directly or indirectly, has a material financial interest.

4. Any other circumstance in which the individual may profit, directly or indirectly, from any action or decision by the School in which he or she participates, or which he or she has knowledge.

5. Service by employees on any Bay Area elementary, middle school, high school or K-12 boards and service by employees on any Bay Area preschool boards.

6. Disclosure or use by the individual of confidential information about the School, its activities or intentions, for the personal profit or advantage of the individual or any person.

7. Other activities to the extent they would interfere with an employees independent exercise of good judgment in carrying out the affairs of the School;

8. Outside activities that may be misconstrued to be activities of the School, or that compete with the School;

9. Gifts or entertainment that create a conflict of interest or the appearance of impropriety;

10. Use of School assets or one’s position for personal gain, including taking advantage of opportunities that could be advantageous to the School and that come to an employees attention because of their connection with the School; and

11. Disclosure or use of confidential information for personal gain.

Conflicting interests other than Financial
Representation as director, officer, agent or fiduciary of another company, institution, agency or person in any transaction or activity which involves this School as an adverse party or with adverse interests.

Gifts and Favors
Acceptance of gifts or favors from any firm, individual or family which does or seeks to do business with, or is a competitor of, the School under circumstances which imply reasonably that such action is intended to influence the individual in the performance of his or her duties. This is applicable in the case of all Employees to acceptance of gifts exceeding $100 or favors of substance from any firm, individual or family that could be viewed as intending to influence the individual in performance of his
or her duties as applied to students under their immediate or future supervision. If a gift, exceeding the value of $100 is received, an employee is expected to report it to Administration.

Confidentiality

The services that Employees perform for the School may provide you with access to confidential information. For purposes of School policy, "Confidential Information" is any information that is not generally known to the public or industry including, without limitation, the following:

1. Information about the students, parents and families of the School, such as names, addresses, telephone numbers, email addresses, financial information, credit card numbers, and other data;

2. Information regarding School Employees, such as addresses, telephone numbers, wages, benefits, disciplinary actions, and other personnel information;

3. Information regarding School legal matters, such as contracts, business negotiations, legal claims, and litigation;

4. Any School information encompassed in any reports, investigations, research or development work, mailing lists, directories, listings, plans, specifications, proposals, codes, marketing plans, financial projections, cost sheets, vendor and/or subcontractor quotes, financial data, and any and all concepts or ideas, materials, or information related to the business or services of the School.

All Confidential Information that becomes known to an Employee (including Confidential Information of a third party doing business with the School) must be held in strict confidence and may not be disclosed or used unless otherwise required by the Employee's job duties. This obligation remains even after your employment with the School ends. Outside parties who insist on knowing Confidential Information should be directed to your immediate supervisor. If any question arises about how to treat any information, treat it as confidential, and then consult your immediate supervisor or the CFO/Human Resource Director or the President. All Confidential Information must be sufficiently guarded to protect it from misuse.

The School owns all Confidential Information and work product created or developed by an Employee or in connection with others during the performance of employment duties for the School, (except as required by California law). Upon employment termination, and at the discretion of the Administrator, Employees may be required to leave copies of work produced while employed by the School. All Confidential Information must remain with the School.

In addition to these confidentiality obligations, all Employees must sign a Confidentiality Agreement in partial exchange for employment with the School.

Employee obligations with respect to the School Confidential Information remain in effect after termination of employment.
It is the policy of the School to protect its Confidential Information from misuse, by legal means if necessary. The School reserves the right to seek injunctive relief and damages from any current or former Employee who misuses or misappropriates School Confidential Information and to seek recovery of all attorneys' fees and other costs incurred from the offending person. Misuse or misappropriation of Confidential Information may also result in criminal prosecution.
CHAPTER 5: TECHNOLOGY

Network Resources Acceptable Use Policy (AUP)

Definitions

Network Resources - refers to School computers and other digital technology resources and services, including but not limited to: computers (as defined below); software and operating systems; email, voicemail and all related storage and retrieval systems; data and database storage and retrieval systems including local and cloud-based services; and all other internal and external networks and Internet services made accessible by and for the School.

Computers - refers to all devices that store digital data including desktop and laptop computers, iPads and other tablet-based equipment, data capture and/or storage devices such as cameras, audio recorders, hard-drives, flash-drives and other digital storage devices.

Users - refers to School students, staff, Employees, Trustees, Volunteers and any other individuals utilizing School Network Resources.

The School reserves the right to amend this statement at any time with or without notice.

Overview

The School expects all Users to conduct themselves ethically and in accordance with the Goals & Criteria, whether they are using School resources on or off campus. Among the most relevant Goals & Criteria include:

GOAL TWO: A deep respect for intellectual values.
Members of the School community model and teach ethical and respectful use of technology.

GOAL FOUR: The building of community as a Christian value.
The School promotes a safe and welcoming environment in which each person is valued, cared for and respected.

GOAL FIVE: Personal growth in an atmosphere of wise freedom.
All members of the School community show respect, acceptance and concern for themselves and for others. School policies and practices promote self-discipline, responsible decision-making, and accountability. Network Resources are important tools for furthering the educational mission of the School. Using these resources is a privilege, not a right. This policy outlines the School's expectations for exercising this privilege responsibly.

These Guidelines serve as an outline of expected behavior and delineate some unaccepted behaviors; however these lists are not exhaustive. Users must abide by all School policies, including individual division, grade-level or classroom rules.
Users must refrain from any activity when in doubt about the legality, ethics, or applicability to the rules contained herein. When an action is unclear, users agree to seek advice and/or permission from those with greater authority and knowledge about computer and network services.

Violation of these Guidelines may result in disciplinary or legal action, as deemed appropriate by representatives of the School.

In general, Users are responsible for:
1. Behaving courteously, ethically, and legally in accordance with the Goals & Criteria, whether they are using Network Resources on or off campus;
2. Reporting policy violations promptly to School administrators;
3. Cooperating with School personnel when policy violations are suspected or confirmed.

Addendum for Employees
This policy is provided so that Employees are aware of the responsibilities you accept when you use any School-owned Network Resources (defined below). In general, this requires efficient, ethical, and legal utilization of all technology resources.

All School computers (defined below), and all School managed software, data storage and transmission services, such as email, voicemail, online communications, collaboration, and retention systems (ex., Google Apps for Education), data and other record-keeping systems, and Internet access accounts are the School's property to be used to facilitate the business of the School. All information that is temporarily or permanently stored, transmitted or received with the aid of the School's Network Resources remain the sole and exclusive property of the School. As such, Employees should have no expectation of privacy in connection with their access and use of such equipment and systems.

Employees should not use or access the School's Network Resources in any manner that is unlawful, inappropriately wasteful of School resources, or contrary to the School's best interests. These electronic tools are provided to assist Employees with the execution of their job duties and should not be abused.

Employees are strictly prohibited from using School Network Resources, or personal computers used for School business, for any unlawful or improper purpose such as the improper access or transfer of School trade secrets or confidential and proprietary information except for legitimate School business.

In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on School Network Resources, and all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on non-School computers used for School business that relates in any manner to the School’s business is subject to
monitoring by the School, is the exclusive property of the School and may not be copied or transmitted to any outside party or used for any purpose not directly related to the business of the School.

Upon termination of employment, an Employee shall not remove any software or data from School computer systems and shall completely remove all data collected, downloaded and/or created on non-School computers used for School business that relate in any manner to the School’s business. Upon request of the School, a terminating Employee shall provide proof that such data has been removed from all personal computers used for School business.

Further, the School’s Anti-Discrimination Policy and Policy Against Harassment extends to the use of the School’s Network Resources and personal computers used for School business.

It is not possible to identify every type of inappropriate or impermissible use of the School’s Network Resources. Employees are expected to use their best judgment and common sense at all times when accessing or using these systems.

Any Employee who uses the School’s Network Resources in violation of these policies will be subject to discipline, up to and including immediate termination.

Legal and Ethical Use
Legal Use
Users are expected to protect the School investment in Network Resources. Theft, vandalism, tampering, destruction, or disregard for the intended use of Network Resources are not acceptable. Users agree to:

1. Not steal, destroy, deface, or otherwise cause harm to School Network Resources;
2. Not download, copy or share works, such as music, videos, or software without payment and/or the owner’s permission;
3. Not plagiarize;
4. Report others' abuse of Network Resources to School administrators.

What this means – you must know and follow all laws since violating law puts you, School’s parents, and the whole School community at legal risk.

Finite Resources
Understanding that the School’s’ resources are finite and that responsible, academic and School-related creative use must be given priority, Users agree to refrain from activities that hinder network access to other users. Individual prohibited activities include, but are not limited to, streaming video, audio, or other digital files for entertainment, such as those delivered through Netflix, Hulu, Pandora, television and other media apps, or gaming sites. Chats or video conferencing through Facetime, Hangouts, or other means are restricted to academic pursuits.
What this means – No watching or listening to video or audio entertainment while at School as this slows down access for everyone.

Ethical Use
Understanding that the use of School Network Resources involves exercising care and ethical treatment of all, Users agree not to engage in unethical activity, including, but not limited to:

1. Accessing or tampering with another person’s account or gaining unauthorized access to resources by evading or purposefully breaking into protected content. All users are expected to keep their passwords and personal information private.
2. Distributing or posting other people’s information without their knowledge or agreement, such as forwarding email or other messages, photos, audio, and video.
3. Recording others with still photos, video, or audio in situations in which they have an expectation of privacy.
4. Knowingly accessing inappropriate content, such as pornography, profanity, racist, sexist, or otherwise unethical material, unless conducted as part of teacher-supervised academic study.

What this means – before sending any information to others or posting online, ask yourself, “Might this hurt the feelings of others?”

Non-Managed Internet Services
The School cannot be responsible for the security or accessibility of content stored on Internet servers not managed by the School. Users who choose to use remotely hosted services for School-related purposes may do so, but with the following conditions:

1. They do not represent in any way that these are School-owned or managed resources;
2. The posted content conforms to this Acceptable Use Policy and other published School guidelines for appropriate conduct;
3. Teacher chosen services for use by students must be submitted to and cleared by the administration prior to purchase or use.

Identity Management
Anonymous or pseudonymous electronic communications are inappropriate when used to dissociate Users from responsibility. Publishing anonymously or with an invented name for malicious purposes is prohibited. Anonymous or pseudonymous electronic communication may be appropriate when used to maintain appropriate online security when publishing School-related online content to an audience beyond the School community.

Users may not use Network Resources to transmit, view, or publish material inappropriate for a School environment. Users must take appropriate security precautions when posting online content. Users may not send or post messages anonymously or posing as another person to mask inappropriate behavior. Users may post School-related messages anonymously or with an invented name to remain appropriately secure online or for faculty-directed academic purposes.
It is never appropriate to pose as another real person online.

**COPPA Compliance**
Federal law, specifically the Children's Online Privacy Protection Act (COPPA), requires that children under 13 years of age must have verifiable parental consent to use online services that collect personal information. COPPA also permits a School to gather consent from parents on behalf of its students, thus eliminating the need for parents to provide consent, and establish accounts individually with each of the service providers. Parents of School children under 13 years of age must provide this consent (the mechanism will be provided via the Enrollment Agreement and/or via a post-enrollment policy agreement procedure).

**Intellectual Property Rights**

**Copyright Infringement**
The School's Network Resources may not be used to steal content owned or copyrighted by others. Fair use laws regarding copyright apply; in general, a single copy made for personal uses falls within fair use laws, while multiple copies do not. The various School libraries and librarians will provide resources and guidance. In cases where the law is unclear, users should assume that anything published on the Internet is copyrighted.

The School's technology personnel actively monitors network activity, investigates network behavior when it appears that illegal file sharing may be taking place, and communicates suspected or confirmed violations to the appropriate Administrator responsible for the User(s) in question.

**Software and Licensing**
Software piracy occurs when one installs and/or uses software for which proper payment has not been made. Protected software may not be copied into, from, or by any School facility or system, except by license. Copying software from School Network Resources is prohibited, as well as copying software between School and home computers. Exceptions include instances in which specific license agreements provides software licenses for home, work-related use. Users should consult the Director of Educational Innovation to determine which software programs are eligible for home installation.

The School enters into a variety of software licensing agreements, some of whose terms are complex. Users are expected to consult Technology Department support staff when considering purchasing or installing software to certify that doing so will comply with vendor licensing agreements.

The Director of Educational Innovation is responsible for ensuring that the School's Network Resources are fully compliant with vendor licensing agreements. All School owned software licenses acquired by donations, departmental or grade level purchases, or promotional programs must be registered with the Director of Educational Innovation so they can be
inventoried. Technology Department staff will remove unregistered software from School devices until proper licensing can be verified. User owned software installed on School Network Resources must abide by all the above and all copyright laws.

**Legal Documents**

Computers and associated peripherals such as printers and scanners may not be used to create fraudulent or counterfeit documents, such as IDs, currency, tickets, legal documents, etc.

**Commercial and Political Activity**

The School's Network Resources are not to be used for commercial or political advocacy purposes, such as marketing, reselling bandwidth, or business transactions between commercial organizations, or political lobbying. Commercial advertising is forbidden. Any content created for personal financial gain using the School's Network Resources may belong to the School.

**School Access, Monitoring and Security**

The School owns all data stored on School-owned Network Resources, including but not limited to the data network, computers, tablets, mobile data storage devices, connected peripherals, and School contracted Internet-based services.

Individuals using these resources are subject to having their activities monitored and recorded by authorized School Technology Department personnel as directed by The Director of Educational Innovation or other senior Administrator. Anyone using this system expressly consents to such monitoring. When monitoring reveals possible Acceptable Use Policy violations, the School personnel may provide this data to School administrators. The School maintains the right to monitor Network Resources electronically to ensure that system performance, management and maintenance functions, policy compliance, and system security are intact and that problems can be diagnosed and resolved quickly when disruptions to normal service occur. This extends to services the School provides to you. Users are prohibited from installing software designed to breach security measures, including software to crack or capture passwords or break encryption protocols. Use or possession of hacking software is strictly prohibited.

Any attempt to deliberately degrade or disrupt system performance or to interfere with the work of others is a breach of this policy.

Limits may be set on certain Network Resources such as digital storage space, printing access, bandwidth priority for specific applications, computer login time, etc. Users may not attempt to bypass these limitations.
Privacy and Personal Security
Information you have not been invited to use is not yours to access. Even if a user's files are unprotected, it is improper for another user to read them unless the owner has given permission. Any attempt to access another user's files by any means constitutes a violation of this policy.

Users are expected to safeguard their data, authorization codes, and passwords by choosing passwords difficult to guess and changing these passwords frequently. You may not attempt to bypass password security features in any manner. Users are responsible for all activity on accounts assigned to them and must take all reasonable precautions, including password maintenance and file protection measures, to prevent use of their accounts by unauthorized persons.

It is inappropriate and inadvisable to use School-owned computers for conducting sensitive or confidential personal business or storing such data. Users are advised that all data on School computers belongs to the School; technical support personnel at the School of the Sacred Heart may access other's files when necessary for the maintenance of computer systems. When performing this maintenance, every effort is made to ensure the privacy of a user's files. However, users cannot reasonably expect the same level of privacy as they would on a computer they own.

Conversely, it is inadvisable to use personally owned accounts for conducting School-related business. Conflating personal and professional accounts when using electronic tools and services may expose personal accounts to unwanted scrutiny by legal entities investigating possible malfeasance involving School Employees.

School provided accounts and services may only be used by the individual to whom the account is assigned. Users may not authorize anyone, including family members other than their parent or legal guardian, to use School equipment or account(s) or login information for any reason. Parents reserve the right to access their child’s School-provided equipment and School provided accounts.

Consequences
The User in whose name a system account and/or computer hardware is issued will be responsible at all times for its appropriate use.

Noncompliance with these and other School policies may result in suspension or termination of Network Resources privileges, other appropriate discipline including expulsion, termination and/or legal action. Violations of applicable state and federal law will result in criminal prosecution, as well as disciplinary actions by the School.
The School cooperates fully with local, state, or federal officials in any investigation concerning or relating to violations of computer crime laws. Contents of email and network communications are governed by State and Federal laws; proper authorities will be given access to any content as warranted.

**Exceptions**
All requests for exceptions or clarifications should be directed to the President or Vice President of Finance and Operations.

**Social Media**
Social Media is defined as forms of electronic communication, such as websites and emerging mobile technology, for social networking, and communication, through which users create or join online communities to share information, ideas, personal messages, and other content to develop personal, social and professional contacts.

The School realizes that social networking bridges both the work and personal life of Employees; therefore some conflict of responsibilities may occur. The School's interest is in defining the education and work-related contexts of social networking and blogging, for the protection of our Employees, students and the School community as a whole.

Interacting online with each other, with students, with alumni and with others outside of the School community is no different than interacting with these groups face-to-face, which means we are required to maintain the principles of respect, dignity, prudence, professionalism, concern for and protection of children and safety in all interactions. With specific regard to social networking, all Employees must:

1. Understand that they are accountable for their postings and other electronic communications;
2. Exercise appropriate discretion when using social networks for personal, social and professional communications that can in any way impact their role at the School and/or the reputation of the School;
3. Err on the side of caution when interacting online, remaining cognizant that social networking activities may be visible to past, current, or prospective students, parents, colleagues and community members, and the media, and thus reflect directly or indirectly on the School.
4. Balance their right of individual free expression with the valid interest of the School in promoting and presenting its mission, philosophy, and the Goals and Criteria to the community at large.

**Guidelines**
● The School reserves the right to monitor Employee electronic communication and activities that are transmitted through School networks and/or using School-provided equipment, in order to protect the School.
● The School requires all confidential information to be protected at all times.

Faculty, Staff and Administration must:
1. Limit professional and student academic activities to sites that abide by the spirit of our Acceptable Use Policy.
2. Not initiate or accept social network invitation requests from current students or former students under the age of 18 except for purely academic and School-related co-curricular activities or special interest topics. Professional discretion should be used when inviting or accepting invitations from alumni 18 and over.
3. Use good judgment when making and/or accepting social network invitation requests to or from School colleagues. Employees in supervisor/subordinate relationships are particularly encouraged to use caution.
4. Remind all other members of their network of their position as educators whose profile may be accessed by current or former students. Ask contacts to monitor posts to their network accordingly. Conversely, be judicious in postings to all other social media sites and act immediately to remove any material from the site that may be inappropriate and/or in violation of this policy. This may include, but is not limited to “tagged” photos, offensive, obscene or profane language, material or references.
5. Exercise care with privacy settings and personal profile content to ensure that posted content does not reflect poorly on the School in any way or otherwise create a conflict of interest.
6. Not represent themselves or the School in any social networking or blogging posts including using the School’s logo, official photographs and other intellectual property without proper consents.
7. Bring to the attention of a supervisor any known misuse of information or situation that may create a conflict of interest.
CHAPTER 6: COMPENSATION & BENEFITS

Introduction
The School has established Employee benefit programs for eligible Employees who are scheduled regularly to work a minimum of 30 hours per week. In order to fully comply with the Affordable Care Act (ACA) and the San Francisco Health Care Security Ordinance (SFHCSO) the School provides other benefits for Employees who work more than 8 but less than 30 hours per week. It is important that Employees remember that additional terms, conditions, and limitations regarding program eligibility and benefit entitlement often exist. Official plan documents should be consulted for further information regarding each benefit program. In the case of an actual or apparent conflict between the benefit summaries set forth in this Handbook and the terms of the official plan documents, the provisions of the official plan documents, as interpreted in the sole and absolute discretion of the plan administrator, shall control.

In addition, while it is the School’s present intention to continue these benefits, the School reserves the right, whether in an individual case or more generally, to modify, curtail, reduce, or eliminate any benefits, in whole or in part, either with or without notice. Finally, neither the benefit programs, nor their descriptions are intended to create any guarantees regarding employment or continued employment. Terms and conditions of employment relationships are governed by the Employment Agreements.

Pay periods
All Employees are paid on a bi-weekly basis. Pay periods begin on Wednesday at 12:01am and end 14 days later, Tuesday at 12:59pm, paid the following Friday. There are 26 pay periods in a calendar year.

Pay Advances
The School does not provide pay advances to Employees.

Timecards
Non-exempt Employees are required to record working hours on the Paycom Time Management timesheet to be submitted each pay period by the Payroll Due Date. Timesheets should reflect all meal breaks, sick, personal, professional and vacation days used. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws. “Hours worked” is defined by law as all time an employee is subject to the control of an employer, and includes all time that an employee is suffered or permitted to work, whether or not required to do so. Working “off the clock” is not permitted.
Requests for Time Off
All employees are required to use the Time Off Request system in Paycom to request time off from work. Time off requests should be approved in advance by the Supervisor and will then automatically populate on the timesheet. For sick days that cannot be requested in advance, the employee is asked to use the same system once they return to work to ensure days taken are recorded correctly. Faculty absences will also be tracked by School Administrative Assistants.

Overtime
For the purposes of calculating overtime for nonexempt Employees, the workday begins at 12:01am and ends at 12:00 midnight and the workweek begins at 12:01am. Wednesday and ends at 12:00 midnight Tuesday. The School provides compensation for all overtime hours worked by non-exempt Employees in accordance with state and federal law. Overtime includes hours worked in excess of eight hours in a workday or forty hours in a workweek. For purposes of determining which hours constitute overtime; only actual hours worked in a given workweek will be counted. For example, time off without pay for sick days, vacation days, and holidays will not be deemed as time worked for purposes of calculating overtime.

Non-exempt Employees are expected to minimize overtime by careful planning and work scheduling. Scheduling for non-exempt Employees may be modified and requires flexibility depending on the needs of the School. Schedules will be arranged in advance and the School will attempt to distribute overtime evenly and accommodate individual schedules. Non-exempt Employees may not begin work before or work beyond their normal workweek without the prior approval of their Administrator. Non-exempt Employees may not perform work “off-the-clock,” that is work that they do not include in their timecards. Non-exempt Employees who work overtime without prior approval or who work “off-the-clock” will be subject to disciplinary action up to and including termination of employment.

Meal Periods
Except for certain salaried exempt employees, it is our policy to provide and afford all Employees who work more than five (5) hours with an uninterrupted 30-minute meal period free from all duty to begin no later than the end of the fifth hour of work and a second uninterrupted 30-minute meal period free from all duty to commence no later than the end of the 10th hour, should an employee work that many hours in any given day. Only in limited circumstances, discussed below, can meal periods be waived. For this reason, unless there is a written agreement for an on-duty meal period approved by the Human Resources Director, employees must record the beginning and ending time of their meal period in the timekeeping system every day.

It is our policy to relieve you of all duty during your meal periods, so that you are at liberty to use the meal period time as you wish. The School schedules all work assignments with the expectation that all employees will take their duty-free meal periods and we encourage you to do so. You may be asked to confirm in writing that you have been relieved of all duty and otherwise provided all of your meal periods during a particular pay period, or in the alternative, identify any meal periods you...
missed. At no time may any Employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

Please note that no School manager or supervisor is authorized to instruct you how to spend your personal time during a meal or rest period. You should immediately report a manager’s or supervisor’s instruction to skip or work during a meal period to the Human Resources Director.

**Waiver of Meal Period.** You may waive your meal period only under the following circumstances: If you will complete your work day in six (6) hours, you may waive your meal period. If you work over ten (10) hours in a day you may waive your second meal period only if you take your first meal period and you do not work more than twelve (12) hours that day. You may not waive your meal periods to shorten your work day.

**On-Duty Meal Period.** In limited situations, certain designated employees may be authorized to work an “on-duty meal period” when the nature of the employee’s duties prevent the employee from being relieved of all duty. You will be permitted to take an on-duty meal period only if the nature of your job duties requires it and you and the School have agreed to an on-duty meal period in writing. In this situation, your on-duty meal period will be paid and treated as hours worked.

The School pays one-hour of premium pay at your regular rate of pay in instances where an employee is required by the School to work during a meal period or not provided an opportunity to take a meal period in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention. The one-hour premium will not apply in situations where the meal period is waived as permitted by law, where an employee has a lawful on-duty meal period, or when an employee personally chooses to deviate from the School schedules or policies providing meal periods as required by law.

**Rest Periods**

The School provides all Employees with the opportunity to take a ten (10) minute paid rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each work period. Rest breaks will be provided as follows:

<table>
<thead>
<tr>
<th>Shift (Hours Worked in Day)</th>
<th>Number of Paid Rest Breaks</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 3.5, but fewer than 6 hours</td>
<td>1</td>
</tr>
<tr>
<td>At least 6, but fewer than 10 hours</td>
<td>2</td>
</tr>
<tr>
<td>At least 10, but fewer than 14 hours</td>
<td>3</td>
</tr>
</tbody>
</table>

The School generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 ½) hours. Employees are generally authorized and permitted to schedule their rest periods at their own discretion under these guidelines; however, a supervisor may ask that
Rest periods be scheduled to best ensure the smooth operation of their Department. Rest periods may not be combined with other rest or meal periods.

Rest periods are counted as hours worked, and thus, you are not required to record your rest periods on your timecards or the School's timekeeping system. However, no supervisor is authorized or allowed to instruct or allow you to waive a rest period, and rest periods cannot be used to shorten the workday or be accumulated for any other purpose. You may be required to confirm that you have been provided an opportunity to take all of your rest periods during a particular pay period.

The School pays one-hour of premium pay at your regular rate of pay in instances where an employee is required by the School to work during a rest period or not provided an opportunity to take a rest period in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention. The one-hour premium will not apply in situations where the rest period is waived as permitted by law or when an employee personally chooses to deviate from the School's schedules or policies providing rest breaks as required by law.

**Recovery Periods for Employees Working Outdoors**

The School provides all employees working outdoors in temperatures exceeding 80 degrees Fahrenheit with the opportunity to take an uninterrupted cool-down period of at least five (5) minutes as needed to avoid overheating. Employees are permitted to access the provided shaded area and drinking water at any time to avoid heat illness. Cool-down periods are counted as hours worked, and thus, you are not required to record your cool-down periods on your timecards or the School's timekeeping system.

It is our policy to relieve employees of all duty during cool-down periods. As such, no supervisor is authorized or allowed to instruct you to waive or skip a cool-down period, and cool-down periods cannot be used to shorten the workday. You should immediately report a manager’s or supervisor’s instruction to skip, shorten, or work during a cool-down period to the Human Resources Director.

The School pays one-hour of premium pay at your regular rate of pay in instances where an Employee is required by the School to work during a recovery period or not provided an opportunity to take a recovery period in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention. The one-hour premium will not apply in situations where the recovery period is waived as permitted by law or when an employee personally chooses to deviate from the School’s schedules or policies providing recovery periods as required by law.

**Seating**

The School provides seating for employees wherever possible. If you do not have seating at your workstation and feel you need seating, please inform your supervisor or the Human Resources Director. At that time, we will determine whether seating can be reasonably provided.
**Breaks for Nursing Mothers**
The School will provide a reasonable amount of break time to accommodate a female employee’s need to express breast milk for the employee’s infant child. The break time should, if possible, be taken concurrently with other break periods provided. Non-exempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid. The School will also make a reasonable effort to provide the Employee with the use of a private area in close proximity to the Employee’s work area, for the employee to express breast milk in private. Employees must bring their own cooler or storage container, but may store their milk in a School refrigerator.

Employees should notify their immediate supervisor or the Human Resources Director to request time to express breast milk. The School does, however, reserve the right to deny an employee’s request for a lactation break if the additional break time will seriously disrupt operations.

**Paychecks**
Paychecks are distributed to departments or mailboxes by noon every other Friday.

**Direct Deposit**
All Employees are eligible and encouraged to enroll in Direct Deposit which deposits paychecks directly to your banking institution. To enroll, Employees should log in to the Paycom Self Service at http://paycom.com/, under the My Payroll tab choose direct deposit. Employees may set up multiple banking institutions for partial and full deposits.

**Pay Statements**
Employees who have direct deposit will not receive a paper paycheck. Instead, Employees should log in to the Paycom Self Service to view their Pay Statement. Under the My Payroll tab, choose View pay stubs. This is also where taxes can be changed and W2 forms can be accessed and printed.

Except as provided below, the following benefits are available to those regular Employees scheduled to work a minimum of 30 or more hours per week. All health, dental and vision insurance plans are effective on the 1st day of the month following the date of hire. Employee Benefits Guide

**Health Plans**
In 2017, Employees may choose from four plans, 1) Kaiser HMO Benefit Summary 2) Sutter HMO Benefit Summary 3) Kaiser High Deductible Benefit Summary or 4) Sutter High Deductible. Effective January 1, 2017, the School will pay 100% of all four plans. Incurred premium costs will be deducted, pre-tax, from the Employee's paycheck bi-weekly. Coverage begins on the first of the month coinciding with or next following the date of hire.
Guardian Dental
www.glic.com
The Guardian Benefit Summary provides payment of a percentage of dental costs, including two cleanings per year at no cost, to you and your family. The percentage of payment varies from 50%-100% depending on the type of dental service provided. You may use the dentist of your choice. There is a $25 per year, per participant deductible and a $2,000.00 annual limit. There is a $1,000 allowance for Orthodontics. Fillings, Root Canal Therapy, Periodontal Work and simple extractions are covered at 80%. Crowns, Dentures, and Bridges are covered at 50%.

EyeMed Vision
www.eyemed.com
EyeMed Benefit Summary allows you to choose from independent doctors and retail providers to find the one that best fits your needs and schedule. No matter which one you choose, the plan is designed to be easy to use and to save you money. With in-network, the copay for an exam is $20. If going out-of-network, you can be reimbursed up to $35. In all, savings can be up to 75% with EyeMed. In order to be enrolled in the vision plan, you must be enrolled in one of the four medical plans listed above.

Affordable Care Act (ACA)
The School has established Measurement Periods to determine eligibility for health care coverage for Employees who work less than 30 hours per week. By determining the Measurement Period the School will evaluate which Employees are eligible for benefits through the San Francisco City Option.

San Francisco Health Care Security Ordinance
Effective January 1, 2008, any Employee who works less than 30 hours per week who does not qualify for the School benefit plans, may be eligible for HealthCare Expenditures (HCE) each quarter.

To be eligible an Employee must:
1. Be employed by the School for at least 90 calendar days; AND
2. In a particular week must perform at least 8 hours of work within SF.

Eligible Employees will be provided with an HCE at the 2017 rate of $2.64 for every hour paid in a quarter, up to a maximum of one hundred-seventy-two hours each month. The HCE may then be used for the City Option or if the Employee has other coverage they may be eligible for an MRA. The Employee will be provided with the policy and procedures, as well as
Participation/Waiver form at the point at which they meet the eligibility, which is determined at the end of each quarter.

**TIAA Retirement Plan**

[http://www.tiaa.org](http://www.tiaa.org)

If eligible, by working 30+ or more hours per week, Employee participation in the retirement plan is automatic upon hire. The retirement plan is a qualified plan under Sec. 403 (b) of the Internal Revenue Code. It is a money-purchase defined contribution plan offered by Teachers Insurance Annuity Association (TIAA), College Retirement Equities Fund (CREF). The School reserves the right to modify this plan.

The School will match 100% of the employee elective deferrals between 3% and 7% of compensation on a dollar for dollar basis, the School will not match employee elective deferrals that are below a minimum amount of 3% or above a maximum of 7%. However, for employees who have twenty (20) or more years of experience, the School will match up to a maximum of 8% of compensation. Compensation is defined as salary exclusive of overtime, stipends.

**TIAA-CREF Group Supplemental Retirement Annuity**

Employee contributions cannot exceed the IRS limits, currently $18,000 annually. Accounts must be established and salary reduction agreements with the School must be completed in order to initiate Employee & employer contributions. Employees may contact TIAA at 1-800-842-2776 for a consultation regarding their maximum contributions. Employees are permitted just two changes in salary reduction per calendar year.

**Early Retirement Benefits**

An Employee who has reached the age of 58 and who has completed 10 years of service at School of the Sacred Heart is eligible for Early Retirement Benefits.

Early retiring Employees may continue to be enrolled in the School group medical and dental plans. The Employee is required to pay the medical and dental premiums on the first of each month for the upcoming month. The following guidelines will apply:

- Dependents may be enrolled.
- The Employee must pay first and last month's premiums.
- Benefits will terminate when the Employee turns age 65, when they become eligible for Medicare.

**Flexible Spending Account**

[FSA ENROLLMENT FORM](#)

Enrollment in the Flexible Spending Account occurs annually in December, the plan year runs January 1 through December 31.
The Flexible Spending Account (FSA) enables Employees to redirect a portion of their salary (as an Employee contribution) into two specific types of expenses: Dependent Care (DDC) and Unreimbursed Medical (URM) expenses. Prior to the beginning of each plan year (December), you must elect a specific dollar amount for each type of expense, which will be redirected from your salary. The funds will be retained by the School as part of its general assets until benefits are paid. Redirecting part of your salary into a Flexible Spending Account(s) means that your taxable income will be calculated after the elected amount for Unreimbursed Medical or Dependent Care Expenses are taken from your salary. Effective with the 2014 plan year the School has elected the IRS option for Employees to carryover unused elections, up to $500 in to the next plan year.

A Cafeteria Plan under section 125 of the Internal Revenue Code is available as an Employee benefit through BASIC pacific and its FSA Department. The FSA Department will process Employee requests for reimbursement and distribute reimbursement checks (when applicable) under the direction of the School, which is the plan sponsor and administrator.

**Commuter Benefits**

The 2017 IRS limits allow Employees to redirect up to $255 per month for public transportation expenses and $255 per month for parking expenses. This program is administered by BASIC pacific in conjunction with the human resource department.

**Parking**

Street parking can be difficult due to residential parking regulations. A limited number of DPT Teachers Parking Permits are available, allowing extended parking on the neighboring streets. All Employees are encouraged to use mass transit or to carpool. If parking on the street without a permit, faculty members are reminded that cars must be moved every two hours or are subject to being ticketed or towed. Caution must also be taken to avoid parking in forbidden places on street-sweeping days. PARKING CLAIM FORM

**Pine Street:** Some off-street parking is available at the rear of the building on Pine Street. Parking spaces are assigned on the basis of need and seniority. Carpool groups will receive priority.

**Lincoln National Life Insurance and Long-Term Disability**

https://www.jpfic.com

Plans are effective on the 1st of month following date of hire.

Long Term Disability (LTD) Insurance provides you with income protection if you become disabled from a covered sickness, accidental bodily injury, or pregnancy, and are unable to work for more than 60 days.
Your LTD benefits are provided by Lincoln National Life Insurance Company and fully paid by the School. The maximum LTD benefit is the lesser of 60% of your pre-disability earnings, or $9,000 per month. The maximum benefit period for Employees younger than 60 is to age 65.

The School Group Term Life Insurance with Lincoln National Life Insurance Company provides financial protection for an Employee's family in the event of death or dismemberment with a $50,000 policy for each full-time Employee. Employees have the option to purchase additional insurance for themselves or their spouse/children, premium are withheld from each paycheck. The plan is administered by the School and a written designation of the beneficiary, signed by the Employee, must be on file with the Human Resource Office and can be changed at any time.

**Medical Information Privacy Under HIPAA**

The purpose of this policy is to inform Employees regarding compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. All Employees should be aware that HIPAA severely restricts the sharing and transmission of private health information (PHI) to non-qualified parties.

Employees should never share private health information of themselves or others. In certain circumstances—such as with regard to colleagues who are ill or in the hospital—the School realizes this may seem contrary to the spirit and culture of caring for colleagues that has been established over the years. While maintaining a caring culture, the School and Employee need to recognize the personal protections provided under HIPAA and remain in compliance, for the benefit of all concerned.

Please consult the Human Resource Office with any questions regarding the School's responsibilities and individual Employee responsibilities with respect to HIPAA and private health information.

**Tuition Remission**

Full-time Employees are granted 50% remission of tuition for each child attending the School if they meet all three of the following eligibility requirements:
1. The Employee must have legal custody or guardianship of the child.
2. The Employee will have completed 12 months of employment by August 31st of the year in which remission is to begin.
3. The child must satisfy all usual requirements for entrance and must maintain satisfactory standards. The 50% tuition remission benefit is proportionately reduced for those Employees who work less than 40 hours weekly and a minimum of 30 hours per week.

Associate Teachers are not eligible for tuition remission.
If both parents are Employees of the School, the maximum tuition remission benefit may not exceed 50%. If the parents each work different hours, tuition remission will be based upon the parent who works the greater number of hours.

In the event that the parents of the student are separated or divorced the tuition benefit will accrue only to the parent Employee, and tuition remission will be based only upon the actual tuition for which the parent Employee is responsible, which may be less than the full tuition.

Employees who complete their first 12 months of employment after August 31st of any academic year will be granted tuition remission beginning on the first day of the month following their month of eligibility. The amount of tuition remission will be further pro-rated based on the number of months remaining in the School year which assumes a 10 month, September through June, academic year.

Tuition remission will not be granted if the month of eligibility occurs between April 1 and July 31 of any given academic year. If an Employee meets the eligibility requirements during any of those months the School will grant remission of tuition in the subsequent academic year.

Effective in the first year of employment, tuition remission is granted to children of eligible Employees for the K-4 After School program at a 50% discount. Additionally, when School is not in session and an Employee is required to be on campus for faculty meetings, in-services or parent/teacher conference, K-8 children of Employees who are not already enrolled in the After School program will be welcomed free of charge to join an after School or full day program that is offered. There is no discount for After School Classes or camps held during the School vacation breaks.

Tuition Reimbursement Policy
Professional Development can support higher education goals, a tuition reimbursement benefit to help fund the completion of a higher degree is offered for employees who have completed at least one year of full-time employment. The tuition should be for education at an accredited institution and in a field of study that is directly related to the employee’s academic field and/or professional growth path at the school. The course of study is coordinated with the division manager and approved at the discretion of the division manager and the Human Resources department. Maximum non-taxable tuition reimbursement is up to $5,250 per calendar year and is not taxable, per Internal Revenue Service guidelines. Employees who avail themselves of this benefit accept the commitment to continue employment in good standing for two years post-degree. Applications for this benefit are available in the Human Resource department.

State Mandated Insurance Benefits
State Disability Insurance. By state law, we are required to deduct a certain amount from your pay to provide State Disability Insurance ("SDI"). SDI benefits are payable when you cannot work because of
illness or injury unrelated to your employment. For information concerning these benefits, contact the Employment Development Department of the State of California, which administers the SDI program.

**Paid Family Leave.** In addition, we are also required to withhold a certain percentage of your wages pursuant to the Family Temporary Disability Insurance Act ("FTDI") in order to fund the Paid Family Care Leave Program. FTDI is another disability benefits program that is administered by California’s Employment Development Department which allows you to receive compensation for lost wages, for up to six (6) weeks in a twelve month period, if you take time off work to provide care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling, parent-in-law, or to bond with a new child.

Despite its name, the FTDI is not a “leave” program; it does not provide you with any entitlement to leave beyond that to which you are entitled pursuant to School policy. You will be required to use up to two (2) weeks of accrued vacation prior to receiving FTDI benefits during any twelve (12) month period. You may also elect to use your sick leave during receipt of FTDI benefits. You must notify the School if you intend to file for FTDI benefits.

All claims for FTDI benefits must be submitted directly to the Employment Development Department of the State of California. The Employment Development Department ultimately determines whether you receive FTDI benefits based on the serious health condition of certain family members that require your care. You may not be eligible for FTDI benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers’ Compensation benefits.

**Workers’ Compensation Insurance**

The School pays the entire amount of the Workers’ Compensation insurance premium, which provides benefits to employees who experience injury or illness that arises out of the course and scope of employment. Benefit entitlements are governed by law, but it is essential that you report all work-related accidents, injuries, and illnesses immediately. You should be aware that California law makes it a crime to knowingly file a false or fraudulent claim for Workers’ Compensation benefits, or to knowingly submit false or fraudulent information in connection with any Workers’ Compensation claim. Such conduct is also against School policy and will result in disciplinary action up to and including termination of employment.
CHAPTER 7: PAID TIME OFF

Employment Classifications for purposes of Vacation Accrual
For the purpose of determining eligibility for vacation accrual, Employees must be regularly scheduled to work 30 hours per week in order to be eligible for the following paid time off schedule.

Academic Administration
Academic Administrators (11-month personnel) including Heads of School and Deans do not accrue vacation and are not expected to work during academic breaks.

Non-Academic Administration
Non-Academic Administrators (12-month personnel) including the President, CFO, VP of Advancement and Directors, accrue vacation.

Academic Staff
For academic staff whose work is directly related to the School and students, primarily School Administrative Assistants, the 12-month personnel accrue vacation, while the 10 month personnel do not. Academic Staff are not required to work during academic breaks.

Non-Academic Staff
Non-Academic Staff (12 month personnel) whose work is not directly related to the School and students, but to the general advancement, business, facilities, admissions and operations of the School, accrue vacation and are required to work during academic breaks.

Faculty
Faculty (10-month teaching personnel), do not accrue vacation and are not required to work during academic breaks.

Time off Reporting
All Employees are required to request and report their paid time -- sick time, vacation time, professional development, jury duty or bereavement -- in the Paycom system every pay period.

School Complex Closed Days
School Complex Closed Days are defined as days on which no classes are held and no School business takes place. These include all days noted as "School Complex Closed" on the annually published School Calendar. The Seconds-to-Go retail store remains open on most School Complex Closed days and retail Employees are expected to work on those days.
**Holidays**
The national holidays are:
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day

Full-time employees and part-time Employees who regularly work more than 30 hours per week will are entitled to paid time off on the holidays designated by the School. Part-time Employees who regularly work less than 30 hours per week will not receive holiday pay. The Seconds-to-Go retail store will remain open for business on Labor Day, Columbus Day, Martin Luther King Day, Presidents Day and Memorial Day. Employees on leaves of absence are not eligible for holiday pay.

**Academic Breaks**
Christmas, Winter, and Easter School breaks as scheduled on the annual School Calendar.

Eligible Employees will receive holiday pay during Christmas, Winter, and Spring Break for the days which are designated as "School Complex Closed" on the annually published School Calendar. Faculty, Academic Staff and Academic Administration are not required to work during breaks, unless directed by their Administrator, and are eligible for holiday pay during these breaks. Non-Academic Administration and Non-Academic Staff are required to work during breaks; Employees must use accrued vacation for any days not worked during the breaks. Employees on leaves of absence are not eligible for pay during breaks.

**Vacation**
Vacation is defined as time earned as outlined below for 12 month Academic & Non-Academic Staff and Non-Academic Administration only. Faculty/10 month Academic Staff and 11 month Academic Administrators do not accrue vacation days. These Employees do not work on holidays, during academic breaks as stated in the School Calendar, or during part or all of the summer as defined by the School Calendar, but continue to receive their regular pay and benefits during those breaks.

**12 month Academic & Non-Academic Staff**
Employees are encouraged to take meaningful, annual vacations from their work demands. The following is the vacation accrual rate for full time Employees:
From one month through 5th year of employment - 10 days (3.3 hrs/pay period)
From 6th through 10th years of employment - 15 days (5 hrs/pay period)
From 11th through 20th years of employment - 20 days (6.6 hrs/pay period)
From 21st year of employment thereafter – 25 days (8.33 hrs/pay period)

Full-time Employees earn vacation time at the rate of 0.84 days per month during the first five years of active employment (2 weeks for each full year of employment); at the rate of 1.25 days per month during the second five years of active employment (3 weeks for each full year of employment); and at the rate of 1.67 days per month for third five years (4 weeks for each full year of active employment); and at the rate of 2.08 days per month for each year thereafter (5 weeks for each full year of active employment). Employees do not accrue vacation during the unpaid portion of a leave of absence.

Part-time Employees who regularly work 30 hours per week or more shall be entitled to vacation leave in the same ratio that their employment bears to full-time employment. Employees who regularly work less than 30 hours per week will not receive paid vacation or paid holidays.

Vacations generally can be taken after one month of active service whenever work schedules permit. Vacations are to be taken at times mutually agreed upon as convenient for the Administrator and the Employee involved. It should be recognized that in some cases it may be difficult to fit in vacation time and that vacations may have to be deferred.

Employees may not use vacation days until they have actually accrued (earned) the vacation benefits.

Vacation benefits will cease to accrue once an Employee accumulates the maximum vacation accrual, which is 1.75 times the annual vacation accrual. Once the maximum accrual amount has been reached, no additional vacation will accrue until the Employee’s accrued vacation falls below the maximum accrual. Employees may not receive "cash out" for vacation days earned but not taken (excepting accrued unused vacation upon termination). At all times, the provisions and limitations of this vacation policy concerning accrual of vacation shall apply.

If a holiday occurs during the vacation period, it will not be counted as a vacation day. Furthermore, if the Employee is ill for 3 or more days during vacation and can provide documentation of such illness, then such illness will be converted retroactively to sick leave.
Vacation pay does not count as “hours worked” for the purpose of calculating overtime pay. An Employee whose employment is terminated will receive pay for unused accrued vacation. Any Employee who disputes their current vacation balance should report the discrepancy to their Administrator within 30 days of the prior payroll date.

**Non-Academic Administration**

Vacations are to be taken at times mutually agreed upon as convenient for the Non-Academic Administration and the President. Non-Academic Administrators receive four weeks (20 working days) paid vacation after a year of service and annually thereafter at the rate of 1.67 days per month. Other than the difference in vacation earned, all policies with respect to vacation for 12 month Academic Staff apply.

**Sick Leave Days for Regular Employees (≥30 hours)**

All full-time Employees are entitled to one day of sick leave for each month of regular full-time employment. Full-time Faculty receives 10 days per year; full-time Academic and Non-Academic Staff/Administrators receive 12 days per year. Part-time Employees scheduled to work 30 or more hours per week will be entitled to sick leave in the same ratio that their employment bears to full-time employment. Employees who work less than 30 hours per week are eligible for sick leave as provided below.

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventative care for, the Employee or the Employee’s family member. “Family member” for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child’s age), stepchild, foster child, child of a registered domestic partner, parent (including step-parent or parent-in-law), grandparent, grandchild, or sibling. In addition, an Employee who does not have a spouse or registered domestic partner is entitled to designate in writing one other person (a “Designated Person”) for whom the Employee can use accrued sick leave for the illness, etc. of the Designated Person. The designation must be made within ten days of the date an Employee begins employment. Employees who have named a designated person may change the designation on an annual basis, during the ten work days after the anniversary of the original designation. When an absence of three (3) days or more is due to illness, the School may require appropriate medical documentation. In addition, leave under this policy may also be used when an Employee is a victim of domestic violence, sexual assault or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning.

Unused sick leave may be accumulated to a maximum of 30 days. Employees hired prior to July 1, 1999 and whose accumulated sick balance exceeds 30 days as of June 30, 1999 will retain that balance. However, no additional sick time will accrue until their balance falls below 30 days. Any Employee who disputes their sick balance should report the discrepancy to their Administrator within 30 days of the prior payroll date. Accumulated sick leave is not payable to an Employee upon termination. It is intended solely as a salary protection during employment.
In the event of absences beyond an Employee's accumulated sick balance, the Employee's salary will be reduced by the per diem value of his/her annual salary for each sick day.

Employees requesting time off under this policy must provide as much advance notice as possible, if the need for leave is foreseeable. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable. Accrued, unused time under this policy will not be paid out at the time of separation from employment. However, Employees who are re-employed with the School within a year of separation will have any unused paid sick leave accrued under this policy reinstated.

Leave under this policy may run concurrently with leave taken under local, state or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act. For more information regarding this policy, contact the Human Resources Director.

**Sick Leave Days for Temporary and Part Time Employees (< 30 hours)**
All Temporary Employees and those Part-time Employees who work less than 30 hours per week accrue one hour of paid sick leave for every 30 hours worked up to a maximum of 72 hours of sick leave. Paid sick leave accrues in hour-unit increments, not in fractions of an hour. Employees begin accrual upon hire but may not use paid sick leave until after 90 days of employment. Paid sick leave may be used for the same purposes described above for full-time Employees, and the same procedures apply.

**Sick Leave Donation Program**
This is a voluntary plan which allows Employees to donate sick leave to a leave donation pool to assist other Employees who themselves are experiencing a serious illness or who are the primary caregiver for a seriously ill family member. Donations of sick leave hours would provide paid sick leave to the affected Employee who might otherwise be on unpaid leave.

Eligible recipients must be employed full-time for at least one year and must have used all of their own accrued sick and vacation hours. The may receive a maximum of 10 days of donated leave per calendar year and must use the time for their own serious illness or to care for a seriously ill family member. The Employee must be in good standing with the School and complete the application and medical certification form. Sick leave will be paid at the rate of the recipient.

Sick leave donors are limited to a maximum donation of 2 days per School year and must be in full day increments. Donors must maintain a minimum of 8 days in their sick leave balance and must complete the necessary paperwork with Human Resources Department.
**Bereavement Leave**
In the event of a death in the Employee's immediate family, or in other appropriate circumstances as determined solely by the Employee's Administrator, time off with pay not exceeding three (3) School days will be granted by the School without reducing the amount of personal leave or sick leave available to the Employee. An additional two (2) days of unpaid leave is available to Employees attending out of state funerals of immediate family members, or in other appropriate circumstances as determined solely by the Employee's Administrator.

**Religious Holidays**
Religious holidays not stated on the School Calendar may be observed with pay at the discretion of the Administrator for all Employees and will not be considered personal leave.

**Jury and Witness Duty**
Employees are entitled to time off when called to serve as jurors or a witness in a state or federal court. If you receive a call to jury duty or a subpoena to appear in court, please notify your supervisor immediately. The School encourages Faculty and Academic Staff and Administrators to seek to defer jury duty to school breaks or summer months. An Employee who regularly works 30 or more hours per week and is required to serve on jury duty or is called to appear as a witness, will be paid his/her regular wages for up to ten days. The Employee's sick time or vacation time will not be charged.

If jury duty is for a portion of the day, an Employee is expected to return to the School when practical. Employees are required to show a copy of their jury appearances to their Administrator during the period of their jury service. Any pay received for jury duty is to be reimbursed to the School.

**Professional Development**
Employees are encouraged to participate in professional development opportunities. When possible, the School will assist with funding, see policy under Academic Policies. Professional Development days are not counted against sick, personal or vacation days however they should be accounted for in the Paycom system.

**Voting Time**
If an Employee does not have sufficient time outside of working hours to vote in a statewide election, the School may adjust the Employee’s work schedule to provide the Employee with up to two hours of time off without loss of pay either at the beginning or end of the work day to enable the Employee to vote. To the extent possible, the Employee should give at least two days advance notice of the need to take time off in order to vote.

**Family Friendly Workplace Ordinance (FFWO)**
The San Francisco ordinance allows Employees who have been employed for six months or more and work at least eight hours per week to request a flexible or predictable working
arrangement to assist with caregiving responsibilities. Employees may request the flexible or predictable working arrangement to assist with care for:

1. a child or children under the age of 18;
2. the Employee's spouse, domestic partner, parent sibling, grandparent or grandchild with a serious health condition;
3. a parent (age 65 or older) of the Employee.

In evaluating a request for a flexible or predictable working arrangement, the School will consider the impact on the School as well as the needs of the Employee. The School prohibits any adverse action (including but not limited to discharge, threatening to discharge, demoting, suspending) against an Employee who exercises his/her rights under this section. To request this accommodation please contact your Administrator and/or the Human Resources office.

**Other Approved Unpaid Absences**

In addition to the paid time off allowed under these policies, Employees are entitled to time off from work for reasons described below. Employees should provide their Administrator reasonable notice of their need for time off and schedule their time off in light of the School's business needs, when possible. The School may require documentation of the need for these absences. Except as provided below, time off is without pay although Employees may use accrued vacation and/or sick leave, depending on the reason for their absence.

**School Activities**

An Employee who is the parent or guardian of a child who has been suspended from school is entitled to time off if requested to appear at the child's school in connection with the suspension. An Employee may also take up to forty hours off per calendar year for the purpose of participating in activities of the school or licensed day care facility of the Employee's child. An Employee may only take eight hours of this time in any one calendar month. Time off under this policy is unpaid except that Employees may use accrued vacation for any time off under this policy.

**Emergency Personnel**

To the extent required by law, the School provides unpaid time off to Employees who are required to perform emergency duty as volunteer firefighters, reserve peace officers or emergency rescue personnel.

Employees who serve in these roles are also permitted to take up to 14 days of leave per calendar year for the purpose of engaging in fire or law enforcement, or emergency rescue training.

If you are participating as a volunteer firefighter, reserve peace officer, emergency rescue personnel, or an officer, employee, or member of a disaster medical response entity sponsored or requested by the state, please alert your supervisor so that he/she is aware of the fact that you may have to take time off for emergency duty and/or training. In the event that you need to take time off for emergency duty and/or training, please alert your supervisor in writing as far in advance as possible. You must
provide the School with appropriate documentation evidencing your performance of emergency duty and/or attendance at training upon returning to work.

You may choose to use any accrued vacation time, if available, for an absence described above.

**Victims of Domestic Violence, Sexual Assault and Stalking**

The School recognizes the devastating toll that domestic violence, sexual assault and stalking can have on victims and their families. To help our Employees address issues related to these crimes, the School will grant time off to Employees who are victims of domestic violence, sexual assault or stalking for the following purposes:

- To appear in legal proceedings related to the domestic violence, sexual assault including proceedings to attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child;
- To seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
- To obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence sexual assault or stalking;
- To obtain psychological counseling related to domestic violence sexual assault or stalking; and
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

Employees should provide as much notice as possible of their need for time off under this policy. Time off is unpaid, except that Employees may use accrued sick leave or vacation. Employees may be required to provide documentation of their need for leave.

In addition to granting time off to victims, the School will also consider reasonable accommodations requested by victims including the implementation of safety measures, changes in job assignments, schedule or location. The School will keep confidential requests for accommodations.

**Crime Victims Leave**

In addition to the leave available to victims of domestic violence, sexual assault and stalking, if an Employee or the Employee's immediate family member is a victim of any violent or serious felony or felony theft or embezzlement, the School will provide the Employee with unpaid time off to attend judicial proceedings related to the crime. Additionally, employees who are victims of such crimes may take unpaid time off from work to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. For purposes of this policy, “immediate family member” means a spouse, child, stepchild, brother, stepbrother, sister, stepsister,
mother, stepmother, father, stepfather, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. Such time off is unpaid, except that Employees may use accrued vacation or sick leave for the absence. To take this leave, you must provide the School in advance with a copy of the notice of the proceeding. If advance notice is not possible, you must provide the School with appropriate documentation evidencing your attendance at the judicial proceeding upon returning to work.
CHAPTER 8: LEAVES OF ABSENCE

General Procedures for all Leaves

Requests for leaves of absence should be submitted to the Employee’s to the Human Resources Department in writing at least thirty (30) days in advance. If the need for the leave is not foreseeable, the Employee is still required to notify his or her Administrator or the Human Resource Director as soon as possible and generally must comply with the School’s normal call-in procedures. Employees may obtain copies of request for leave forms from the Human Resource Director. Unless required by law, all leaves of absence will be granted at the sole discretion of the School.

Unless otherwise provided below, leaves of absence are without pay except that accrued vacation and/or sick leave pay may be available depending on the type of leave granted. Employees are not eligible for holiday pay or pay for School breaks during leaves of absence. A leave of absence may affect the pay a 10 month or 11 month Employee receives during the summer break. Employees will not accrue sick leave or vacation during any unpaid period of leave. Sick leave and vacation accrual will resume the first full pay period after return to work. Details of pay and benefit arrangements and any requirements for the Employee will be provided before leave begins.

Unless otherwise provided below, during a leave of absence other than a qualifying Family or Medical leave or Pregnancy Disability Leave, the School will not pay for any insurance premiums. To continue health insurance coverage, an Employee will be required to pay the cost of premiums.

No guarantee can be made, except as may be required by law, that the School will have the same position or any other position available upon conclusion of the leave period.

It is the Employee’s responsibility, while on a leave of absence, to keep in touch with the Employee’s Administrator and the Human Resources Department and to provide prompt notice if the Employee requires an extension of the leave. If an Employee fails to return to work at the conclusion of an approved leave without prior authorization, the School will consider the Employee to have voluntarily terminated employment by job abandonment.

If an Employee decides not to return to the School from a leave of absence, the Employee is requested to inform the School of that decision as soon as possible. The School may then end the leave and employment will terminate. To encourage Employees to provide notice as early as possible, however, for Employees on Family or Medical Leave, Pregnancy Disability Leave or Organ Donor Leave, the School will continue to make its contributions toward the Employee’s health insurance benefits for the original period scheduled for the Employee’s leave.
Employees on leaves of absence are prohibited from working for another employer while on leave, unless the Employee has received prior written approval from the Human Resources Department and the Employee's manager.

**Family and Medical Leave**

All Employees employed for at least one year with the School who worked more than 1250 hours in the previous year may be eligible for Family or Medical Leave. Family or Medical Leave may be taken for the following reasons: (1) birth of a child, or to care or bond with a newly-born child including incapacity due to pregnancy or prenatal medical care; (2) placement of a child with the Employee and/or the Employee’s registered domestic partner for adoption or foster care or to care or bond with the child; (3) to care for an immediate family member (employee’s spouse, registered domestic partner, child, registered domestic partner’s child, or parent) with a serious health condition; (4) because of the Employee’s serious health condition that makes the employee unable to perform the employee’s job; (5) to care for a Covered servicemember with a serious injury or illness related to certain types of military service (see Military-Related FMLA Leave for more details); or (6) to handle certain qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

An eligible Employee is normally entitled to up to twelve weeks of family care or medical leave each twelve months. During a single twelve month period, however, an Employee who takes leave to care for a family member injured in the line of active military duty may take a total of twenty six weeks (26) of leave during that twelve month period Also, in addition to leave available under the FMLA and CFRA, female employees may be eligible for leaves of absence during periods of disability associated with pregnancy or childbirth. Please see the Pregnancy Disability Leave Policy for further information on this type of leave.

A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a healthcare provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may also meet the definition of continuing treatment.

The amount of medical and family care leave of absence available will be determined on a twelve (12) month “rolling back” basis (that is, a “rolling” twelve (12) month period measured backward from the date an Employee uses any medical or family care leave ) with one exception. For leave to care for a covered servicemember, the School calculates the twelve (12) month period beginning on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends twelve (12) months after that date. FMLA/CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement.
Using Leave. Eligible employees may take FMLA/CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a Covered Servicemember, his/her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is generally not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care; such leave must be taken in at least two week increments. Employees who require intermittent or reduced-schedule leave for planned medical treatments must try to schedule their leave so that it will not unduly disrupt the School’s operations. Intermittent leave is permitted in increments of at least one hour.

Use of Paid Leave. Depending on the purpose of your leave request, you may choose (or the School may require you) to use accrued paid leave (such as sick leave), concurrently with some or all of your FMLA/CFRA leave. In order to substitute paid leave for FMLA/CFRA leave, an eligible employee must comply with the School’s normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.). An employee receiving Paid Family Leave is not on “unpaid leave,” and therefore cannot use paid leave (such as sick leave, vacation, or PTO) during this time. An employee who receives Paid Family Leave benefits and wishes to receive paid leave after those benefits cease, must notify the School of the cessation of Paid Family Leave benefits and their request for paid leave. Additionally, depending on the purpose of your leave request, you may choose to take leave pursuant to a short- or long-term disability leave plan, during the otherwise unpaid portion of your FMLA/CFRA leave. This paid disability leave runs concurrently with FMLA/CFRA leave, and may continue longer than the FMLA/CFRA leave if permitted by the disability leave plan. However, paid disability leave cannot run concurrently with other paid leave (sick leave, vacation, or PTO).

During an approved Family Leave, Employees may be eligible for Family Temporary Disability Insurance (FTDI) benefits from the State of California. During an approved Medical Leave, Employees may be eligible for benefits from the California State Disability Insurance (SDI) program. Brochures concerning state benefits for family or medical leave are available from Human Resources. Receipt of FTDI or SDI does not entitle an Employee to additional time off.

Maintenance of Health Benefits. For Employees on Family or Medical Leave, the School will continue paying the same premiums it provided while the Employee was actively employed for group health insurance, disability and life insurance. Employees are responsible for paying their normal share of premiums during these leaves. If an Employee fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond your control, the School can recover any health premiums paid by the School on the Employee’s behalf during any unpaid periods of the leave.

Notice and Medical Certification. Employees are required to request Family or Medical Leave at least thirty days before the leave is to commence unless the need for the leave is not foreseeable. If the need for the leave is not foreseeable thirty days in advance, the Employee must give as much notice as possible. Employees may be required to provide proof of the reasons for leave. For leaves due to the
serious health condition of the Employee or the Employee’s family member, the Employee will be required to provide a medical certification of the serious health condition within fifteen (15) calendar days of the School’s request to provide certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to disciplinary action up to and including termination. After an Employee requests a Family or Medical Leave, the Human Resources Director will provide the Employee information on the specific requirements for the leave including any necessary medical certification and will confirm whether the Employee will be guaranteed the right to return to employment at the conclusion of the leave. Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work may be required. Medical certification of fitness for duty before returning to work, if the leave was due to serious health condition, may also be required (unless your absence was taken on an intermittent or reduced leave schedule). The School will require this certification to address whether you can perform the essential functions of your position.

**Employer Responsibilities.** To the extent required by law, the School will inform you whether you are eligible for leave under the FMLA/CFRA. Should you be eligible for FMLA/CFRA leave, the School will provide you with a notice that specifies any additional information required as well your rights and responsibilities. The School will also inform you if leave will be designated as FMLA/CFRA-protected and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for FMLA/CFRA leave, the School will provide a reason for the ineligibility.

**Job Restoration.** Employees returning from an approved family or medical leave will be returned to their original position or to a comparable position. Reinstatement rights for certain key Employees may differ and will be explained at the time of a request for leave.

**Failure to Return after FMLA/CFRA Leave.** If you fail to return to work as scheduled after FMLA/CFRA leave or you exceed the twelve (12) week FMLA/CFRA entitlement (or in the case of military caregiver leave, the twenty-six (26) week FMLA entitlement), you will be subject to the School’s standard leave of absence and attendance policies. This may result in termination if you have no other School-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA/CFRA leave, the School’s obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

**Other Employment.** The School prohibits employees from holding other employment while on leave of absence. This policy remains in force during all leaves of absence including FMLA/CFRA leave and may result in disciplinary action, up to and including immediate termination of employment.

**Fraud.** Providing false or misleading information or omitting material information in connection with an FMLA/CFRA leave will result in disciplinary action, up to and including immediate termination.
**Pregnancy Disability Leave**
If an Employee is disabled due to pregnancy, childbirth or related medical conditions, the Employee is eligible for leave upon becoming disabled, without regard to the Employee's length of service with the School. An Employee may take a pregnancy disability leave for the period of the Employee's actual disability, up to four months total. A pregnancy disability leave may be combined with new child leave provided in the Family and Medical Leave policy.

Leave for disability due to pregnancy, childbirth or related medical conditions does not need to be taken in one continuous period of time. Pay and benefits available to Employees on disability leave due to pregnancy, childbirth or related medical conditions are the same as provided to Employees on leaves due to their own serious medical condition as described in the Family and Medical Leave Policy. For Employees on pregnancy disability leave, the School will continue paying the same premiums it provided while the Employee was actively employed for group health insurance, disability and life insurance. Employees are responsible for paying their normal share of premiums during these leaves.

In addition to a leave of absence, an Employee is entitled to reasonable accommodations for disabilities related to pregnancy, childbirth or related medical conditions. Employees should submit requests for accommodations to the Human Resources Department and provide a medical certification from a health care provider indicating that you are unable to perform your job and the anticipated date of your return. Employees granted leave for pregnancy will be returned to their same or similar position to the extent required by law. An Employee may request a transfer temporarily to a less strenuous or less hazardous position or duties if the Employee’s health care provider certifies that it is medically advisable for her own safety or that of others or to insure the successful completion of the pregnancy, and the transfer can be reasonably accommodated.

Additional information is available from Human Resources.

**Organ and Bone Marrow Donor Leave**
An employee who has been employed for at least ninety (90) days and who provides written verification to the School that he/she is an organ or bone marrow donor (required for medical necessity) is entitled to receive a job protected paid leave of absence that may be taken in one or more periods in order to donate. Eligible organ donors are entitled to a leave of absence not to exceed thirty (30) business days in any one-year period of time. Eligible bone marrow donors are entitled to a leave of absence not to exceed five (5) business days in any one-year period. Employees will be required to use up to five (5) days of their accrued vacation for bone marrow donor leave and up to two (2) weeks of their vacation for organ donor leave. Current group health care coverage will be maintained during organ or bone marrow leave.

**One-Year Voluntary Leave Of Absence**
If academic planning, staffing and the overall needs of the School are properly met, then a full-time Employee (40 hour/week) who has completed six years of full-time employment with the School may at the sole discretion of the School be granted a one-year voluntary leave of absence in order for the Employee to pursue his/her own professional and personal growth. An Employee may apply for the leave during the Employee’s sixth year of employment.
Employee may re-apply for a voluntary leave of absence after completing another six years of full-time service.

The voluntary leave of absence will be for one year without pay. Administrators interested in a voluntary leave must apply to the President by November 1 previous to the academic year for which the absence is requested. Faculty/Instructional Support/Staff interested in a voluntary leave must apply to their Administrator by February 1 previous to the academic year for which the absence is requested. Administrators are also required to contact the President in writing by November 1 of the voluntary leave of absence year to confirm that he/she wishes to return the following year. Faculty/Instructional Support/Staff are required to contact their Administrator in writing by February 1 of the voluntary leave of absence year to confirm that he/she wishes to return the following School year.

Faculty/10 month Instructional Support who return following a voluntary leave of absence, will be returned to their same or comparable teaching position upon return, provided all other conditions of employment as defined in Section 1 with respect to Employment (see p. 1-2) and Section 3 with respect to Term and Termination (see p. 3-7).

Staff/12 month Instructional Support/Administrators who return following a voluntary leave of absence will be returned to their positions or one comparable in responsibility and pay, so long as School Administrators determine, in their sole discretion after a reasonable and/or good faith effort, that it is possible for the School to do so. If no such position is available, the Employee, in the sole discretion of the School Administrators, will be offered any other appropriate position, if available, regardless of whether said position is comparable in responsibility and/or pay to his/her previous position.

It should also be noted that Faculty/10 month Instructional Support will not receive a year's credit on the faculty pay model for a voluntary leave of absence. Furthermore, all Employees on a voluntary leave of absence will not receive the School contribution to TIAA-CREF and will not be able to make individual contributions to TIAA-CREF. Employees may convert the group medical/dental benefits at his/her expense to individual coverage under COBRA during a voluntary leave of absence.

**Workers’ Compensation**

Employees are entitled to leaves of absence when they are disabled due to an injury incurred in connection with their employment. If an Employee is also eligible for a medical leave under the Family or Medical Leave policy, the Workers’ Compensation Leave will run concurrently with the medical leave. The length of a Workers’ Compensation Leave (beyond any period covered by the Family or Medical Leave policy) will depend on the period of the Employee’s disability as well as the needs of the School.
If You Are Injured While Working - Reporting Procedure
If you are injured on the job, you must immediately notify:
   1. Your supervisor
   2. Human Resources
   3. The Facilities Department, if the injury is a result of an unsafe condition

All work-related injuries will be referred for treatment during the first 30 days to the Franciscan Treatment Room at St. Francis Memorial Hospital located at 1199 Bush Street, Suite 160 in San Francisco, regardless of Employee's current medical provider. However, Employees may file a personal physician designation with the School prior to a Workers' Compensation injury. Please see the Human Resource Office if you would like to complete the form to designate your own physician.

The Berkshire Hathaway Compensation Law provides a no-fault insurance plan paid for by the School and supervised by the State of California Division of Workers' Compensation.

California's no-fault workers' compensation law was passed by the State Legislature over 70 years ago to guarantee prompt benefits to workers injured on the job. If you are unable to work because of a work-related injury or illness, Workers' Compensation covers your medical expenses, vocational rehabilitation expenses, death benefits for legal dependents and funeral allowance, and cash payments equal to two-thirds of your average weekly wage. The waiting period to receive compensation for a work-related injury is 3 days unless the Employee is hospitalized or if lost time is more than 14 days. The Workers' Compensation benefit for temporary disability must be coordinated with the Human Resources Office so as not to receive more compensation than your normal base salary while receiving Worker's Compensation benefits. If mutually agreed upon between the School and the Employee, an Employee may use sick time to offset any unpaid time due to a work-related injury. The School may not be liable for the payment of Workers' Compensation benefits for any injury that arises out of an Employee's voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of the Employee's work-related duties. It is also expected that Employees participating in School sponsored field trips, athletic events, etc. will use precaution and good judgment in the participation of these events and those that have suffered prior injuries either work or non-work related will not subject themselves to further injury.

Discretionary Medical Leave
Employees disabled from working due to a serious medical condition or a work related injury who have exhausted leave available under the Family and Medical Leave policy or who are not eligible for such leave may apply for an unpaid discretionary medical leave.

Discretionary medical leaves of absence will only be granted for exceptional reasons, balancing the hardship to the School with the needs of the Employee, and the School will grant such leaves at its sole discretion. The School will normally not grant more than a total of 6 months
of leave in a 12-month period, including all types of leave. Employees granted a discretionary medical leave would be required to use all accrued vacation and sick leave while on leave time.

**Military Leave**
FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

**Definitions**
A “covered servicemember” is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five (5) year period.

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For purposes of Military-Related FMLA Leave, the term “serious injury or illness” means an injury or illness incurred by the servicemember in the line of duty while on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the service member's office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the service member's office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “covered servicemember,” which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an eligible employee requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member’s office, grade, rank, or rating. Military Caregiver Leave is not available to care for servicemembers on the permanent disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

To be eligible for Military Caregiver Leave, you must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. “Next of kin” means the nearest blood relative of the service member, other than the service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his/her nearest blood relative for purposes of Military Caregiver Leave. You must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to twenty-six (26) workweeks of Military Caregiver Leave to care for a covered servicemember in a “single twelve (12) month period.” The "single twelve (12) month period" begins on the first day leave is taken to care for a covered servicemember and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If you do not exhaust your twenty-six (26) workweeks of Military Caregiver Leave during this “single twelve (12) month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered service member. A total of no more than twenty-six (26) workweeks of Military Caregiver Leave, however, may be taken within any “single twelve (12) month period.”

Within the “single twelve (12) month period” described above, an eligible employee may take a combined total of twenty-six (26) weeks of FMLA leave including up to twelve (12) weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single twelve
(12) month period,” an eligible employee may take up to sixteen (16) weeks of FMLA leave to care for a covered servicemember when combined with up to ten (10) weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within fifteen (15) days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e. the employee’s spouse, son, daughter, or parent). Up to twelve (12) weeks of Qualifying Exigency Leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of twenty-six (26) weeks of leave in a “single twelve (12) month period”). The maximum amount of “Qualifying Exigency Leave” an employee may utilize to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed twelve (12) weeks in any twelve (12) month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a federal call to active duty, and state calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- Short-notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- Military events and related activities. To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
● Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility

● Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the covered military member’s representative before a federal, state, or local agency in connection with service benefits

● Counseling. To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.

● Temporary rest and recuperation. To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation. If your spouse or registered domestic partner is a member of the military, you may be entitled to an additional ten (10) days of unpaid leave. Please refer to the Military Leave of Absence below for more details.

● Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the covered military member’s active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.

● Mutually agreed leave. Other events that arise from the close family member’s call or order to active duty, provided that the School and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member’s active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee’s relationship to the military member, within fifteen (15) days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations Civil Air Patrol Leave

The School will provide eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to ten (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission cannot exceed three (3) days unless an extension is granted by appropriate government entities and approved by the School.

To be eligible, employees must have been employed with the School for ninety (90) days immediately preceding the commencement of leave.
Employees are expected to notify the School of the need for Civil Air Patrol Leave by providing their supervisor with certification from Civil Air Patrol authorities as soon as possible. The School will restore employees who return from Civil Air Patrol leave to their former position or to a position of equivalent seniority status, employee benefits, pay and other terms and conditions of employment.

**Military Leave of Absence**

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify the School of upcoming military duty by providing your supervisor with a copy of your orders as soon as possible. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may be qualified for ten (10) days of unpaid leave.

**Alcohol/Drug Rehabilitation Leave**

The School wants to help Employees who recognize that they have a problem with alcohol or other drugs. If an Employee has a problem with alcohol or other drugs and enrolls in a rehabilitation program, the School will grant a leave of absence, without pay, to participate in the program. If an Employee requests time off for such a program, the School will make reasonable efforts to keep the fact of the Employee's enrollment confidential. If an Employee would also be entitled to leave under the Family and Medical Leave policy, a rehabilitation leave will run concurrently with a leave under the Family and Medical Leave policy. A request for a leave under this policy does not excuse an Employee for previous violations of the School’s policies, including its policies concerning alcohol and drug use.
CHAPTER 9: BUSINESS & FACILITIES

Budgets
A School budget for School division is determined each year and approved by the Board of Trustees. The School is mandated by the Board to operate within the confines of the budget. General budget information is shared as appropriate. Budgets are monitored by the Administrators.

Purchases
All printer cartridges must be requested through the Technology Department at support@sacredsf.org.

Central Supply Coordination of Purchases
Before placing an order, all purchases should first be approved by an Administrator. Employees are encouraged to contact the Central Supply Coordinator before placing an order. In many cases, the Coordinator is able to negotiate better pricing and may also be able to place the order for the Employee.

In cases where the Central Supply Coordinator is unable to place an order, or in those cases where a purchase must be made by an Employee, follow the procedures below:

Vendors with Whom the School has a Credit Account
- Place the order with the vendor for the account of School of the Sacred Heart.
- Ensure that the name or department, or the School name is included with the order to facilitate internal tracking. This may be done by using your name as the “P.O. Number”.
- Vendors should send the invoice for payment to the Business Office, Accounts Payable. Invoices sent to the Business Office will be forwarded to the appropriate department, School or individual for approval.
- Upon receipt of an invoice, confirm with your signature that the information is correct and that all items listed on the invoice have been received.
- All invoices must be approved by an Administrator and the account to be charged must be provided.
- Return “approved” invoices to the Business Office for processing.

Vendors with Whom the School Does Not Have a Credit Account
If the School does not have an account with a vendor, contact the Business Office at x3195 to establish one if possible. Credit applications may be faxed to the Business Office at (415)931-0244. We will notify you upon approval by the Vendor.
If a vendor will not establish an account, payment may be made via a school credit card. In the event a school credit card is not available, follow the procedures below for reimbursement. If the vendor is new to the school, the school will require a completed W9 from the vendor before payment can be made. If you are unsure whether the vendor is new or existing, please check with the Business Office.

**Business Office Request (BOR)**

This form is used to request reimbursements, check requests for field trips or conferences, cash requests and payment of invoices/expenses. Follow the steps below to complete the BOR form.

- Indicate the type of request, the date needed, the name/department/administrator of person submitting the form.
- Provide the date, account, description of expenses and amounts.
- Indicate to whom the check or cash is made payable and whether it should be mailed USPS or delivered through inter-office mail. Include any special instructions necessary.
- Provide the original receipt(s) in the order of the listed expenditure(s). Please neatly tape receipts on to 8.5x11 paper rather than stapling to the BOR.
- Sign the form and obtain the approval signature of your Administrator. Reimbursements for Heads & Directors must have the approval signature of the President.
- Forward the completed request form and receipt(s) to the Business Office for processing.
- Reimbursement requests are processed twice weekly. Please allow 10-15 days for processing once the completed BOR form is received in the Business Office.

**Please use the following guidelines when submitting expenses on the BOR:**

- Reimbursement requests for group meals in a restaurant require the itemized restaurant receipt, a list of the names of people at the meal and the event or purpose of the meal. When an Administrator attends these events, they are expected to handle the payment.
- **Mileage** reimbursements require documentation from Google Maps or similar including the route of the trip with the total number of miles traveled. Reimbursement for the use of a personal car in conjunction with required School business will be based on a per mile rate using the Internal Revenue service published rate.
- If items must accompany the check (order form, registration, etc.) attach copies that can be mailed with the payment.
- Requests for cash require 5 days advance notice. Cash must be picked up from the Business Office and may not be sent via interoffice mail.
- Incomplete request forms, i.e., no account numbers or incomplete and inaccurate receipts will not be processed and will be sent back.
- **Credit card statements are not acceptable receipts for reimbursement.**
REQUESTS FOR REIMBURSEMENT MUST BE RECEIVED BY THE BUSINESS OFFICE WITHIN 30 DAYS OF OCCURRENCE OF THE EXPENSE. REQUESTS RECEIVED AFTER 30 DAYS WILL BE DENIED UNLESS APPROVED BY CFO.

**Business Travel Guidelines**

**Insurance**
School of the Sacred Heart provides insurance coverage for Employees for accidental injury or death while traveling on School business. It is not necessary to purchase car rental collision or personal injury insurance when renting a car as this is provided by the School insurance. **Please note:** any purchase of business travel insurance is considered a personal expense.

**Air Fare**
When purchasing air fare Employees are expected to arrange flights at the most economical fare, including the possibility of a Saturday night stay, which may reduce costs substantially. The School will reimburse for reasonable baggage fees, but will not reimburse for seat upgrades or priority boarding fees.

**Rental Cars**
To rent a car an Employee must be on the School list of authorized drivers. Contact the Business Office at least 2 weeks prior to your trip to confirm clearance. Car rental fees should be for compact or mid-sized cars. Larger cars are acceptable if you will be the designated driver for a large group of people. Employees are encouraged to return rental cars fully fueled, as gasoline costs are considerably higher when purchased from the rental company. Employees should **decline** both the Collision Damage Waiver and the Personal Accident Insurance coverage as the School has insurance for rented vehicles. Employees involved in an accident while traveling on business must promptly report the incident to the CFO. Vehicles owned, leased, or rented by the School may not be used for personal use without prior approval.

**Personal Automobile**
Employees who use their own car must be on the School list of authorized drivers. Contact the Business Office at least 2 weeks prior to your trip to confirm clearance. Reimbursement will be made for mileage in excess of normal commutes, at the current approved mileage rate for use of personal cars, only when less expensive transportation is not available. Long distance (200+ miles) should be approved by an Administrator in advance of the trip. For calendar year 2017, the mileage rate is $0.54/mile. For reimbursement, complete a BOR which must be accompanied by documentation from Google Maps or similar including the route of your trip with the total number of miles traveled.

**Driving with Students**
PLEASE NOTE: High School students, parents or other non-school employees may not transport other students for any School function.

Before an Employee will be allowed to drive students, they must satisfy the following requirements:

- Be between the ages of 25-65
- Must have a valid California Driver's License
- Must have an acceptable Motor Vehicle Report (MVR) on file in the Business Office.

An accepted driver, who does not have his/her own personal insurance, will be covered under the School's Business Auto Policy while driving on School business with a School insured auto after obtaining the Motor Vehicle Report for drivers. Administrators and Athletic Directors must notify the Business Office every May of potential drivers for the next School year:

- Complete and submit the Motor Vehicle Report Consent Form (MVR) to the Business Office
- Include a copy of the driver’s license and auto insurance policy.
- After 10 business days you will be notified of acceptance or rejection.
- This process will be completed each year.

If this process is not completed for the driver in May, the driver will be required to pull their own record following the process:

- Go to www.dmv.ca.gov
- Click on Online services, click on "Driver Record Request"
- **You must be a Certified User to request your record.**
- If not a Certified User, click on Certified User to register.
- Once registration is completed, login as a Certified User, view DL Record then print
- Note: There is a $2.00 fee to be able to obtain this information request.
- The printed Driver Record should be forwarded to the Business Office before driving students to any School activity venue.

**Taxi's and Other Ground Transportation**

Fares for shuttle or airport bus service, where available and costs of public transportation for other ground travel will be reimbursed. If your hotel offers free transportation to/from the airport and meetings, the School expects this service to be utilized. Taxis should only be utilized when there is no less expensive reasonable alternative. Tips should not exceed 20% of a taxi fare.

**Lodging Guidelines**

The cost of overnight lodging (room and tax only) obtained at a commercial facility will be reimbursed to the traveler if authorized travel is further than 30 miles from the primary School work site. Economical lodging is expected, while maintaining personal safety. This can vary
greatly from city to city. When attending a conference where a sponsor has secured rooms at a
discount, the Employee should use the sponsor's group rate.

**Personal Meals**
Employees on school business requiring overnight stays are to use the following rates for the
cost of meals that will be reimbursed by the School: $10 for breakfast, $15 for lunch and $25 -
$35 for dinner, not to exceed $50 for a full day. If you are attending a conference and a meal
(i.e. breakfast) is provided, no reimbursement will be made for that meal. There is no daily
meal allowance, receipts must be submitted in order to be reimbursed. Only individual meals
actually consumed will be reimbursed under these guidelines.

Employees traveling together are encouraged to account for their own expenses. Original
receipts must support personal meals; itemized restaurant receipts are required for all meals in
addition to the signed credit card receipt. If a receipt is lost or unavailable, the Employee must
provide an explanation on the BOR form and payment is subject to approval by the CFO.

The cost of beverages containing alcohol will not be reimbursed, unless incurred while
entertaining non-School Employees, such as donors, volunteers, etc. Alcoholic beverages are
not to be consumed when students are present.

**Business Entertainment**
The School recognizes that business may be conducted during a meal or event. To qualify as a
reimbursable expense, the expenditure must be directly related to the active conduct of
business for the School. As with any expenditure incurred on behalf of the School, the dollar
amount must meet the standards of reasonableness. The names of all participants must be
noted on the original supporting receipt. Documentation must include details to define when,
where, who, and business subject of discussion that occurs at the meal. *Alcoholic beverages*
are not to be consumed when students are present or when chaperoning a student trip. The
School will reimburse for a single alcoholic beverage with dinner only if non-school Employees
are present. Any exceptions must be approved by the President in writing. *Alcoholic
beverages* are permitted for outreach and cultivation purposes if no students are present.

**Gratuities**
Gratuities to waiters and taxi drivers should be included in the cost of meals and taxis,
respectively. On average, gratuities are recommended at 15%. However, they are not to
exceed 20% of the amount billed.

**Cash Advances**
Cash advances to cover reasonable anticipated expenses may be made to Employees, after
tavel has been approved. Employees should submit a written request to their supervisor when
travel advances are needed. Within 10 days of returning from a trip, a total of receipts and
funds equal to the amount of the advance(s) must be submitted to the Business Office.
**Business Travel with Family Members**

With prior approval an Administrator, Employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, Employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the Employee. Children of chaperones are normally not allowed to participate in a student trip. Exceptions to this policy may occur in special situations and must be approved by an Administrator.

**Travel Expense Reimbursements**

When travel is completed, Employees are to submit completed travel expense reports within 30 days. Reports should be accompanied by receipts for all individual expenses as referenced in the preceding.

**Accuracy of Records and Compliance**

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the Employee, can be grounds for disciplinary action, up to and including termination of employment.

**Document Retention and Destruction Policy**

The School’s records are important assets. School records include all records produced by employees and all records sent to the School by others, whether in paper or electronic form. A “record” may be obvious such as a memorandum, a letter, an e-mail or a folder or something not so obvious like a computerized desk calendar, an appointment book, an expense record, or internet usage history. In addition to the many business needs for retaining certain records, various laws also necessitate that the School retain certain records for a specified period of time. Failure to maintain the records for the required time could obstruct justice, spoil potential evidence in a lawsuit, disadvantage the School in a lawsuit and/or result in fines and penalties.

The School expects all employees to fully comply with this policy, provided that all employees should note the following general exception to any stated destruction schedule:

If you believe, or the School informs you, that the School records are relevant to litigation or potential litigation (i.e., a dispute that could result in litigation), then you must preserve those records until the School’s legal counsel determines the records are no longer needed (“Litigation Hold”). This exception supersedes any previously or subsequently established destruction schedule for those records. If you believe that this “Litigation Hold” exception may apply, or have any question regarding whether it applies, please contact the Human Resources Director.
Failure to comply with this policy, including the stated exception, may result in discipline up to and including immediate termination.

School Administrators will have access to a Retention Chart that outlines how long various types of records should be kept and when records should be destroyed. The Chart must be followed unless the School is in litigation or there is a threat of litigation in which case the exception outlined above applies and all records related to the litigation are deemed to be on “Litigation Hold.” In order for the School to determine when a Litigation Hold is appropriate, each employee must notify the President of any demand, charge, claim or suit against the School as soon as the employee becomes aware of a demand, charge, claim or suit or other information suggesting the possibility of litigation. The President, in connection with legal counsel, will determine whether a Litigation Hold is necessary and inform employees how to retain documents for the duration of the Litigation Hold.

Further, in accordance with 18 U.S.C. Section 1519 and the Sarbanes Oxley Act, an employee of the School shall not knowingly destroy a record with the intent to obstruct or influence “an investigation or proper administration of any matter within the jurisdiction of any department agency of the United States . . . or in relation to or contemplation of such matter or case.” If an official investigation is underway or even suspected, record purging must stop in order to avoid criminal obstruction. Any questions about this policy should be directed to the Human Resources Director.

Facilities Procedures

SchoolDude Login Instructions

FOR ALL EXISTING REQUESTERS: (e.g., have previously submitted work orders, incident, events, etc.) You will have a default password assigned to your email address, and will be prompted to update at first log in.

TO ACCESS: www.myschoolbuilding.com (Organization/Account # 651083776)

NOTE: Having trouble as an existing user? Try clearing your cookies
The submittal password has not changed – you will continue to use cesh45 when submitting all requests.

1. Select **Forgot Password** at the top of the page.
2. Enter your email address and select **Submit**.
3. The screen will now say “Your email is on the way! Check your email for instructions on how to reset your password.” (The email could go to your spam folder, so if you don’t see it, check there.)
4. Open that email and click on the link it provides. Enter a password, confirm the password and select **Reset Password**.
5. Go back to your original screen and enter your email address and your password and select **Sign In**.
6. It will now take you to the screen you are accustomed to seeing and you may enter new requests in the same manner as always.

**FOR NEW USERS THAT HAVE NEVER SUBMITTED A WORK ORDER REQUEST:**

**TO ACCESS:** www.myschoolbuilding.com (Organization/Account # 651083776)

You will have the ability to register and will become an official user after first log in or submission of a work order.
SUBMITTING A MAINTENANCE REQUEST:
To Access: www.myschoolbuilding.com (Organization # 651083776)
To create a maintenance work order request go to the “Maint Request” tab and fill in the following:
**All steps are mandatory except step 7**
Step 1: Should auto-populate with your information
Step 2: Select building and fill in “Area/Room Number”
Step 3: Select craft that fits best with your request
Step 4: Please be thorough in your request
Step 5: “Time Available for Maintenance” - time you need your setup completed - typically 30-60 mins before event
Step 6: Select “Requested Completion Date” - date work needs to be completed
Step 7: “Attachment” - one is able to upload a file. eg. Floor plans, Timeline of events, Photos
Step 8: **Password: cesh45**
Step 9: Click the “Save” button**

** Note: Once request is submitted, it cannot be edited by requester. Please contact Eric Keith or Jessica Jasso for edits.

**Space & Hospitality Requests**

**For all Space and/or Hospitality requests please contact your Administrative Assistant**

**Fitness Room Usage Policy**

**FITNESS CENTER AGREEMENT**

The following rules and procedures must be agreed to in order to use the Fitness Center. This includes those rules and procedures including those related to hours and times of permitted use for faculty and staff. These rules and regulations may be changed from time to time. Non-Employees are not allowed to use the Fitness Center.

Clean and Appropriate attire is required. No open-toed shoes, sandals, boots or jeans. Shirts and shoes are required at all times. Appropriate non-marking footwear is required. No dress shoes, boots or bare feet. Shoes that have been worn outside must be cleaned and dried before entering the fitness center. No gum, food or drink except water. There is a 30 minute time limit on all cardiovascular equipment when there is a wait list.

During the scheduled School day and after-School, physical education classes and athletic team use take precedence on use of the equipment.

Please wipe off equipment after use. Hand towels - which may not be removed from the room - are available, as well as cleaning solutions. Notify a P.E./Athletics staff member immediately of any equipment problems. Unauthorized personal training and/or trainers are strictly forbidden. Students must have supervision when using the facility. Use of the facility by Employees is at their own risk. Music must be kept at an appropriate level while using the facility. Participants must return all equipment, particularly weight plates and dumbbells, to their proper place. Participants must use equipment properly. Do not slam or drop the weight plates or dumbbells, ask for assistance. Weights and bars of any kind should not be leaned against the walls, equipment or mirrors. All free weight lifts must be collared.

Use of a spotter is required. Equipment may not be removed from the Fitness Center.

All participants must sign in with his or her name and time of entry into and exit from the Fitness Center. No personal articles (gym bags, backpacks, etc.) are allowed in the Fitness Center.
Employees are required to be trained on the use of the equipment by an authorized trainer and sign a copy of the Fitness Center Use/Waiver Form and send it to the Business Office.

**CHAPTER 10: ACADEMIC POLICIES AND PROCEDURES**

The following information is intended for all faculty except where noted to be specific to certain grade levels.

**Arrival and Dismissal Traffic**

Traffic conditions are an important concern. Because of this, a Traffic Safety Plan has been developed and teachers and parents are asked to cooperate with the regulations therein. There should be no cars parked in the white zone in front of the School complex from 7:00 to 8:30am, or from 2:30 to 4:00pm. Each parent or guardian should have a permit on the right side of the vehicle with the students first and last name and their grade number for drop-off or pick-up. Vehicles parked in the white zone during drop-off or dismissal will be towed if the owner cannot be located.

**BROADWAY:** Those who arrive between 7:30 - 8:00am may enter the ASP doorway at the bottom of the stairs on the Flood side of the Grant House. Early arrivals are supervised on the lower level of Flood including the cafeteria (K-8), and in Hoffman Library (4-8). Dismissal times are staggered as follows:

- **2:45** Dismissal on Broadway for Kindergarten (2:00 on Friday);
- **3:00** Dismissal on Broadway for Grades 1 & 2 (2:15 on Friday);
- **3:15** Dismissal on Broadway for Grades 3 & 4 (2:30 on Friday);
- **3:40** Dismissal on Broadway for Grades 5-8 (2:45 on Friday);

Lower form children not picked up by 3:45 (M-Th) or 3:00 (Fri) are brought to the ASP office.

For SHHS students, supervision is provided in the Columbus Room beginning at 7:30am.

**Dress and Grooming**

All Employees need to maintain a neat and clean appearance and exercise good hygiene. Employees can appreciate that terms such as “good taste” and “appropriate dress” are transitory and impossible to define, much less to dictate. As professionals, however, Employees should maintain an appearance that serves as a model for students and reflects the Goals of the School. Professional dress (business casual) is the norm. Blue jeans, flip-flops, sandals and extremely casual dress are not in keeping with a professional appearance.

**Employees in Special Public Roles:**
Administrators, the College Counselor, the Admissions Director, and the Receptionist are individuals who work extensively with parents and outside professionals. The standard of dress for these individuals should be more formal.

**Casual and Formal Dress Days:**
Jeans, athletic attire (including shoes), and extremely casual dress are suitable only for certain field trips and casual dress days. When students are required to be in dress uniform, teachers are expected to dress more formally. Likewise, teachers should dress more formally for parent/teacher conferences, Employee assemblies, and for other professional gatherings.

**Tutoring**
Faculty are expected to support students individually as needed during contracted hours: 8:00am-4:30 pm (Elementary School) and 7:45am-4:15pm (High School), and may not tutor for personal gain during this period. In addition Employees are expected to participate in certain after School activities, such as faculty meetings, assemblies, formation meetings, and parent meetings. Employees may not tutor their own or prospective students, nor the siblings thereof, on campus or off campus.

Use of School facilities for individual tutoring is not permitted. The use of School facilities to provide tutoring of students by current Employees is strictly forbidden during School hours. Exceptions can only be made with the approval of the President following specific guidelines. Violation of policy will be considered a breach of the Employee’s Employment Agreement and subject to disciplinary action up to and including termination at the sole discretion of the President.

**Student Attendance Protocol**
Ascertaining student attendance at the start of the School day is extremely important. The classroom teacher must take attendance promptly at the start of the first period of the School day and email a report to the main office assistant. If a student reports to class after the attendance has been sent to the assistant, the teacher must collect an admit slip signed by the assistant or an administrator. If the student has not reported to the office and does not have a slip, the teacher must send the student back to the desk to obtain an admit slip. Early in the day, teachers receive an email listing the absences and tardies for the day. After the first period of the day, teachers must take attendance at the start of each subsequent class and account for absent students who are not listed on the attendance report. The names of these students should be reported immediately to the office administrative assistant. Teachers should use their discretion in dealing with students who are tardy to class, especially in the absence of “bells,” but tardies should never be treated as insignificant. Teachers should feel empowered to enforce this policy transparently through their assessment of class participation. Students who are chronically tardy should be referred to the Dean.
Faculty Attendance and Teaching Hours
All full-time faculty members are expected to be available, on campus, during regular teaching hours unless on an approved flexible schedule. The Elementary faculty hours are from 8:00 am to 4:30 pm and the High School faculty hours are from 7:45 am to 4:15 pm. These hours not only serve as guidelines, but also provide time outside actual teaching hours for faculty meetings, parent conferences, work with individual students, and communication with colleagues.
Requests for early departure should be presented to the Head of the School or Dean. For part-time Employees, the time of arrival and departure is as arranged with the Administrator, and is made a part of the information on the Employment Agreement.

Faculty Absences
When a teacher is ill, she/he should contact the Head of School, the Dean and the School administrative assistant via email. This email should include a lesson plan for the day. All arrangements for absences must be made by 7:30 a.m. on the day of the absence. Teachers are asked to notify the administrative assistant by 2:00 p.m. whether or not they will return the following day.

A Pre-Arranged Sick Day may be requested using the Paycom time off request system which will notify the Head and Dean (at least one week in advance). Pre-arranged sick day approval is based on the impact to the program of a particular grade, subject or day. We ask that faculty not request to extend a three-day weekend or vacation because of the impact on students. When teachers know they will be absent in advance of a specific date, they are asked to complete a Paycom time off request and indicate whether a substitute is needed. At the high School, the Head or Dean may be available to substitute and if not payment of a substitute must be authorized prior to hire.

Leaving Campus During the School Day
State law requires adequate supervision of all children on campus throughout the School day which necessitates that Employees be available for unanticipated needs including emergencies. Employees may leave the campus briefly after first informing the administrative assistants of departure time. Lengthier sojourns should be cleared with the Administrator. In all cases, Employees must check in with the office upon their return to campus. A sign out/in sheet is provided for this purpose.

Field Trips
A field trip is a curricular extension during which teachers and as needed, small group of parental assistants supervise and guide students. Field Trips should be discussed with the Head of School or the Dean at least two weeks in advance of the trip. Parents and School administrators should receive specific information in writing about the nature of the event, costs, transportation, and time. Field trips should not be scheduled at times when other events
have been considered. **Alcoholic beverages** are not to be consumed when students are present or when chaperoning a student trip.

**Field Trip Form**

1. Complete the form, including the names of all faculty affected by the absence of your students.
2. Give the form to your Dean for review and final approval by the Head. The Dean will turn your form into the office for bus arrangements.
3. You will receive feedback from your Dean as to your arrangements/requests.
4. Once approved, the teacher needs to notify all faculty involved of the trip by e-mail or copy of the field trip form. This communicates to all affected by the absence of your students on a particular day and the change to their own schedules.

**Use of Buses**

Students will be transported by bus (private or Muni) when going to a location that is not within walking distance. Parental assistants might be needed on field trips. The sponsoring faculty member(s) will provide parents with specific age appropriate field trip guidelines on the day of the trip. In some cases, parents may be asked to ride on the bus with the students; at other times parents may need to drive and meet the class at the field trip destination. The cost of the bus will be assumed by the School.

**Bus Arrangements**

Once the office receives your approved field trip form, they will call and arrange for transportation. Please allow three weeks lead-time.

**Student Ride-sharing - Uber/Lyft**

With recorded parent approval on record, the school will allow age-appropriate students to leave campus in a third-party car service, including but not limited to, ridesharing services such as Uber & Lyft. Forms will be available in school offices and in the parent handbook.

**Student Medications**

Medicine will only be administered to students when it is accompanied by a properly completed “Physician’s Statement Regarding Administration of Medicine by School Personnel” which is completed by both the Physician and the parent/guardian. Completed forms and medications are kept and dispensed from the School Offices by trained personnel. Field trips may present an exception to this administration. The School does not allow Employees to administer injections, except in the event of an emergency. EpiPen’s and Glucagon kits that are kept in the School offices must have a completed form on file and are for emergency purposes only. The School may administer over-the-counter medications to students with authorization from parents.
**School Athletics - Concussions (AB588)**

This bill establishes provisions that apply to all private School students engaged in athletic activities taking place outside the regular School day (i.e., the policies apply to students engaged in extracurricular sports activities). Its provisions require that an athlete suspected of sustaining a concussion or head injury during the course of an athletic activity:

- shall be immediately removed from the athletic activity for the remainder of the day;
- shall not be permitted to return to the athletic activity until he or she is evaluated by a licensed health care provider who is trained in the management of concussions and is acting within the scope of his or her practice;
- shall not be permitted to return to the athletic activity until he or she receives written clearance to return to the athletic activity from that licensed health care provider.

The new law also requires the School to furnish, annually, a concussion and head injury information sheet to parents of students who participate in extracurricular athletics. The information sheet must be signed by the student's' parent or guardian before the athlete initiates practice or competition.

**Professional Development**

Criteria for Funding: Employees are encouraged to continue with their professional development. When possible, the School will assist with funding. To apply for professional development, please use the attached form. Specific criteria for funding include:

- Opportunity to strengthen some aspect of the School program;
- Resource for direct use in the School program (e.g., elective courses etc.);
- Personal need of the Employee to make him/herself a greater asset to the School;
- Matter related to teaching or School duties which administration considers beneficial for strengthening or updating;
- Recognition of outstanding work on the part of the Employee as well as commitment to the School.

In workshops where credit requires an additional payment over and above the workshop cost, the School may fund the workshop but not pay for the units. Funding may be partial or total, depending on cost and equitable distribution.

**Academic Notice and Probation**

Students who have a GPA under 2.00 are placed on Academic Notice. Parents receive a letter that stipulates and explains the sanctions and provides suggestions for ways to improve student performance. If the student fails to raise his GPA by the designated time, they may be placed on Academic Probation, which could result in the student being asked to leave the School. Academic Probation must be reported as part of the college admissions process.
**Report Cards - Reporting Procedures**
At the end of each quarter grades must be entered for report cards. Teachers must enter their grades carefully, in a timely manner and verify their accuracy before posting them as ready. Communication of student achievement should reflect the standards and practices of the School philosophy of assessment.

**High School Specifics**

**High School Faculty Assignments**
A full-time high School faculty member teaches five classes and supervises one period. This arrangement provides the instructor with two periods for preparation and a lunch period. The administration will take into account each teacher's teaching assignments in equitably assigning proctoring or supervisory duties. Full-time teachers as well as willing part-time teachers will also serve as teacher advisors for a small group of students. Part-time instructors will be assigned supervisory duties in keeping with the terms of their contract.

**High School Honor Council**
The Honor Council is a joint faculty/student committee, chaired by the Dean/Student Life Director, and made up of faculty/staff and elected students. The purpose of the Council is to advise the Dean/SLD in matters that affect student life. The Dean/SLD will use this group as an advisory committee in updating rules and regulations that define student conduct and as a working committee in revising the Student/Parent Handbook on a yearly basis.

The Honor Council will hear cases that involve significant rules or conduct violations on the part of students. The Dean/SLD may convene the Council when a student has committed a serious offense or has displayed a pattern of behavior that indicates a breach of the student’s agreement to operate within the code of conduct set down for students at the School. At the Dean/SLD’s discretion, the meeting may engage the full Council or a segment of the Council (two faculty representatives and three student representatives), depending upon the nature of the case. The offending student may choose his faculty advisor or another teacher, administrator, or staff member from the School to serve as an advocate for him at the meeting. The student will be required to present a written statement to the Honor Council regarding the specific violation of the Honor Code. The statement should include factors the Honor Council should consider when reviewing the violation in question. The recommendation of the Honor Council is advisory to the Dean/SLD, and in the case of a dismissal from School, advisory to the Head of School.

**High School Class Moderators/Advisors**
Every grade level has faculty members who function as class moderators. Moderators/Advisors should assist in organizing class activities, participate in developing and supervising class retreats, work with student leaders to further class spirit, and look for ways to support the class members. The Dean, with the assistance of the Student Activities Director,
serves as a supervisor for all class moderators/advisors and provides direction and details for specific responsibilities and activities

**Teacher Advisor**
All full-time faculty, willing part-time faculty, and administrators will serve as advisors for students. The role of the advisor will be to serve as an advocate for advisees, a source of support and encouragement, and a liaison with the advisee’s parents or guardians. Time during the School day will be provided for advisors to meet with their advisees in groups and individually.

**Weekly Bulletin**
On each Friday during the School year, the Head of School will provide faculty and staff with a bulletin that outlines the calendar for the upcoming week. The bulletin also contains important information regarding special schedules, events, and notifications. It is the responsibility of each faculty and staff member to review the bulletin each week.

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**CHAPTER 11: SUSTAINABILITY INITIATIVES**

The Convent & Stuart Hall Global Partners for Stewardship, San Francisco (GPS-SF) facilitates students, teachers, administrators, staff and parents within the school community to be good stewards of our local and global environment. This partnership coordinates, analyzes, educates and communicates positive environmental measures that appear on our campus and through our curricula. Committed as we are to the [Sacred Heart Goals & Criteria](#), GPS-SF seeks to promote various Criteria in particular:

- The school teaches respect for creation and prepares students to be stewards of Earth’s resources.
- The school educates to a critical consciousness that leads its total community to analyze and reflect on the values of society and to act for justice.
- The entire school program explores one’s relationship to God, to self, to others, and to all creation.
- The school promotes a safe and welcoming environment in which each person is valued, cared for and respected.

Refuse, Reduce, Reuse, Recycle, Buy Recycled
As employees we are expected to Refuse the purchase or use of items that create excessive waste, such as single-use plastics; Reduce number of items used to the minimum needed for the purpose; Reuse items instead of purchasing new ones; Recycle items once they are no longer useful; and Buy Recycled products whenever possible, to further encourage this loop. Each of these actions sets a strong example for our students.

Energy
It is expected that employees will turn off items that use energy when they are not in use. This includes lights, computers, appliances, and other electronics. When leaving for long periods of time, such as school breaks, unplug items that can be unplugged, as many still pull energy even when not in use.

Paper Usage
It is expected that employees will go paperless when possible. When printing, employees should use two sided printers to ensure that both sides of the paper are being used. If you do not have access to a double-sided printer, contact the Technology department. Before recycling paper, make sure it can’t be used again. Use Google Docs and share documents rather than printing and distributing to others.

Beverages
Employees are expected to have a reusable drinking container with a lid and not use disposable ones.

Water
Employees are expected to be mindful of their water usage. Water is precious, especially in California. We strive to use less water whenever possible. Leaks in faucets and other concerns should be reported to the facilities department immediately.

Materials
Employees are expected to make the best use of school materials. Before throwing something away – use all-talk to offer it to the community. Before purchasing something new – use all-talk to ask if someone in the community may have one to use. Order materials with a green focus. (Ask Global Partners for Sustainability for more information)

Transportation
When possible, consider carpooling, walking, biking or using public transportation. Take advantage of the School commuter benefits program.
Three Bin Eco Stations
Employees are expected to understand how to properly sort their trash into the green (compost), blue (recycle) and grey (trash) bins. These options exist all over both campuses. If you do not know how to sort correctly, please contact an Environmental Ambassador to learn what items belong in each bin.

Batteries & E-Cycling
It is expected that when possible an employee will use rechargeable batteries, which can be obtained in the School offices. Rechargeable batteries should be returned to the office for easy recharging. Spent non-rechargeable batteries should not be thrown in the trash and can be left at the Broadway Technology office for recycling. Items with a cord can be taken to the tech office for “e-cycling”.

TerraCycle
TerraCycle is a program that makes new products from materials that would otherwise become trash. As a class project of SHB and CES 4th grade, our schools belong to two TerraCycle brigades: Energy Bar Wrappers and Flimsy Plastic. Look for the bins collecting these materials at many locations around campus. For the latest info, contact SHB and CES 4th grade teachers.

Zero waste
Employees are expected to consider their actions and the amount of waste they create. When planning class parties or school events you should intentionally create less trash. When cleaning up messes, cloth towels or sponges should be used instead of paper.

Central Supply
It is expected that employees will take only what is needed. Before taking a new supply of Inter-office envelopes, employees should check with other divisions/departments for a supply of used envelopes.
CHAPTER 12: CRISIS MANAGEMENT & SECURITY

Chain of Command in Emergencies
School Emergencies
Broadway Campus if Ann Marie Krejcarek is not available then:
   1. Jaime Dominguez
   2. Rachel Simpson
   3. Angela Taylor
   4. Trisha Peterson

Pine/Octavia Campus if Ann Marie Krejcarek is not available then:
   1. Tony Farrell
   2. Reynolds Marquette
   3. Sarah Leffert

For Facility Emergencies
If Ann Marie Krejcarek is not available then:
   1. Geoff De Santis
   2. Eric Keith

Fire Drills
Fire drills are conducted by the SFFD on a month basis at various times. When the fire alarm sounds, immediate evacuation of all faculty, students, visitors and staff is required. In an orderly and silent manner all must evacuate to a predetermined sidewalk location. Evacuation maps are posted in all rooms. Employees should familiarize themselves with the evacuation route from their work station.

Teachers should stay with their students and ensure they form lines outside in order to take roll. Once roll has been taken, each teacher should inform their School Command Center of any absences. Teachers should always bring their red emergency bag and roll books to any emergency drill. When given the signal, students and teachers will be allowed to return to their classrooms. Broadway-based staff will report to Campbell Yard for attendance

Bomb Threat
IN THE EVENT OF A BOMB THREAT, DO NOT USE CELLULAR PHONE, PORTABLE, SCHOOL OR PUBLIC SAFETY RADIO, DIGITAL PHONE OR ANY OTHER ELECTRONIC DEVICES.
If a bomb threat phone call is received, stay calm and indicate your desire to cooperate with the subject. Obtain as much information as possible by filling out a bomb threat checklist. Ask permission to repeat any instructions to ensure that they are understood. Attempt to determine the
caller’s knowledge of the facility. Do not hang up the phone. If possible, signal a co-worker for assistance and have them call 911 from a landline.

**Evacuation**
If an evacuation is ordered, evacuees will be notified of evacuation area, likely to be Lafayette Park or Alta Vista Park. No cell phone use is allowed during evacuation. While evacuating, perform a sweep of the area for unusual packages and report any found to an Administrator.

**Suspicious Items Found**
Do not approach, move or touch any suspicious items. Promptly report the exact location and description of the item to law enforcement and an administrator.

**Earthquake Procedure**
At the first sign of an earthquake, all are instructed to “duck, cover, and hold” wherever they are, and to get under a table. There are designated teams to assess buildings, injuries, and general conditions which will be reported to the Command Center. Sweeps will come through and inform Employees of next steps. All students, faculty and staff are to remain in their locations, unless there is an immediate danger. For most earthquake scenarios, students and faculty will “hold in place”-the School buildings may be the most secure area in the neighborhood. Evacuations will only take place in the event a building is visibly compromised. In the case of evacuation, bring the red emergency bag and class roster with you.

**Automated External Defibrillation**
The School has an AED located in every building. If you are attending to a victim remember that the AED will not administer shock unless it is needed. In addition the AED will “speak” the directions on how to use the device if you become unsure of the proper steps. All Employees are required to be First Aid/CPR trained at which time the use of an AED is taught. The locations of the AED’s are as follows:

- Flood building- Reception desk
- Grant building- 2nd floor next to School office
- SHB building- Faculty work room on 2nd floor
- Herbst House- 1st floor lobby by room 4101
- Siboni Building- Theater lobby by entrance to theater
- Gym- East and west side Mezzanine level on track
- 1911 Pine- 1st floor in Conference room
- SHHS- Reception desk and gym level
Lockout - Threat Outside Campus
A lockout will occur when the School is informed of a possible threat in the neighborhood. A lockout indicates anyone who is outside must go inside immediately. Daily activities may continue inside, but be prepared to go into lockdown at any moment.

Lockdown - Threat On Campus
A lockdown will be called when there is an immediate threat on campus. Notification of lockdown will be given by the School intercom system. When in a lockdown remember to lock the doors and drop blinds if you have them. Get in a "safe corner". We have codes for lockdown. Green is an all clear, yellow is stay in place and wait for further instructions, red is a full lockdown, lock doors and get in safe corner. If you have injuries or are in the need of help, place the colored cards under the locked door.

Fire Extinguishers
Fire extinguishers must be mounted on walls and are NOT door stops. The SFFD and our insurance company implore us to keep interior fire doors closed, especially smoke-retardant steel doors in corridors. They will promote safety, contain smoke damage, and save significant money and repair, if used as designed.

Classroom Doors and Windows
All classroom doors and windows are to be closed and locked upon leaving the School for the day. The janitorial company has keys to all rooms and will unlock the rooms to get in and lock up when they leave.

Visitor Check-in – The Raptor System
The Raptor System is a visitor registration system that enhances School security by reading visitor driver's' licenses, comparing information to a School populated visitor restricted database to a sex offender database, alerting campus administrators if a match is found, then (assuming no match was made) printing a visitor badge that includes a photo.

Drivers' license information is compared to a database that consists of registered sex offenders from all 50 states. If a match is found, campus administrators will take appropriate steps to deny or limit that individual access to the campus.

When asked by a parent or visitor why the School is using this system, inform them that the safety of our students is our highest priority. Raptor will provide a consistent system to track visitors and volunteers while also providing a managed point of entry. The system quickly prints visitor badges that include a photo, the name of the visitor, time and date.
All visitors to either campus MUST check-in at the front desk. If a visitor does not have a badge on, all faculty and staff have a responsibility to engage the visitor and escort them to the front desk for check-in.

**Emergency Procedure communication to parents:**
In the unlikely event that the school must close due to an emergency, we have established the following procedure:

Unless the buildings are compromise or other hazards make the immediate surroundings unsafe, students and adults will shelter in place where they are.

All families will be contacted at the numbers listed on each student's emergency card via the school's emergency system or the school offices.

No student will be allowed to leave campus unless one of these three criteria are met:

1. The student's parent comes to pick her/him up and signs off with a designated school representative.
2. The parent gives explicit permission on the school emergency card for their child to go home by another method.
3. The parent authorizes the student to go home by another method, through a phone conversation with a school representative.

In the event that phone service is interrupted and the school is unable to make contact by phone, no student will be allowed to leave unless picked up in person by an authorized adult.

Both campuses of Convent & Stuart Hall are equipped with food and water, as well as comfort and waste necessities for five days.

Please contact these Administrators if you have any questions or concerns:

Convent of the Sacred Heart Elementary School
Angela Taylor
Office ........................................ 415-292-3136

Stuart Hall for Boys
Jaime Dominguez
Office ........................................ 415-292-3144

Convent of the Sacred Heart High School
Rachel Simpson
Office ........................................ 415-292-3130
Our primary concern is the safety of our community, and to that end we have the structures in place to keep us confident, secure and prepared.

**Personal Property**
For safety and security reasons, do not leave wallets, purses or other personal property unattended. The School does not assume responsibility for any personal property. If personal property is found unattended, notify the Front Desk.

**Employee Name Badges**
All Employees of the School will be given two (2) name badges. Badges are to be worn at all times when on campus. If you forget or lose your name badge, you will be asked to purchase another one. If you do not have your name badge, you will be asked to run your valid state issued ID through our check-in system and wear that badge.

**Keys & Card Reader Access**
Keys and card access are provided to Employees upon hire by the Facilities Department. Employees are given access only to the portions of the facility in which they are expected work. Additional access may be granted by an Administrator. If keys or card reader is lost, they must be reported lost within 24 hours to the Facilities Manager. Ideally, School logo and identifiers should not accompany keys in order to protect the School access system.

**Emergency Exits**
All doors labeled “emergency exit” are not to be used for casual exits or entrances. Using these doors as casual exits, places our School at risk. Some emergency exits have been designated for use by those members who have a doctor’s release. Only a doctor’s release will allow you to use these doors other than for an emergency.
CHAPTER 13: INJURY AND ILLNESS PREVENTION PROGRAM

RESPONSIBILITY

The Injury and Illness Prevention Program (IIPP) administrator, Juli Devincenzi, has the authority and responsibility for implementing the provisions of this program for Schools of the Sacred Heart – San Francisco.

All managers, supervisors and lead personnel are responsible for implementing and maintaining the IIPP in their work areas and for answering worker questions about the Program. A copy of this IIPP is available here.

COMPLIANCE

Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees. Supervisors and lead personnel are expected to enforce the rules fairly and uniformly.

All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment.

The following is our system of ensuring that all workers comply with the rules and maintain a safe work environment:

- Informing workers of the provisions of our IIPP;
- Evaluating the safety performance of all workers;
- Providing training to workers whose safety performance is deficient;
- Disciplining workers for failure to comply with safe and healthful work practices.

COMMUNICATION

The following is our system of communication, designed to facilitate a continuous flow of two-way (management, supervision and employees) safety and health information in a form that is readily understandable to and between all affected site personnel:

- New employee orientation, including a discussion of site-specific safety and health policies and procedures.
- Follow-through by supervision to ensure effectiveness.
- Workplace-specific safety and health training.
● Safety meetings held at least quarterly – more frequently as deemed necessary by the creation of hazards or occurrence of injuries and illnesses.
● Effective written communication of safety and health concerns between workers and supervisors, including language translation where appropriate.
● Posted and distributed safety information.
● A system for workers to anonymously inform management about workplace hazards without fear of reprisal.
● General safe work practices with specifics with respect to hazards unique to the employee's job assignment.

HAZARD ASSESSMENT

Periodic inspections to identify and evaluate workplace hazards shall be performed by the Plant Operations Director according to the following schedule:

- When our Injury and Illness Prevention Program was first established
- At least once prior to beginning of the shifts.
- When new substances, processes, procedures or equipment that present potential new hazards are introduced into our workplace;
- When new, previously unidentified hazards are recognized;
- When occupational injuries and illnesses occur;
- When we hire and/or reassign permanent or intermittent workers to processes, operations, or tasks for which a hazard evaluation has not been previously conducted; and
- Whenever workplace conditions warrant an inspection.

Periodic inspections consist of identification and evaluation of workplace hazards utilizing applicable sections of the attached Hazard Assessment Checklist*, and any other effective methods to identify and evaluate workplace hazards.

ACCIDENT/EXPOSURE INVESTIGATIONS

Investigation of workplace accidents, hazardous substance exposures and near-accidents will be done by HR and/or Facilities, and will include:

- Visiting the scene as soon as possible;
- Interviewing affected workers and witnesses;
- Examining the workplace for factors associated with the accident/exposure/near-accident;
- Determining the causes of the accident/exposure/near-accident;
- Taking corrective action to prevent the accident/exposure/near-accident from reoccurring; and
- Recording the findings and corrective actions taken on the attached OSHA Form 301.

HAZARD CORRECTION
Unsafe or unhealthy work conditions, practices or procedures at our work facilities shall be corrected **in a timely manner** based on the severity of the hazards, and according to the following procedures:

- When observed or discovered;
- When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed employees from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection; and
- All such actions taken and dates they are completed shall be documented on the attached Identified Hazards and Correction Record*.

**TRAINING AND INSTRUCTION**

All workers, including management, supervisors, and lead personnel shall have training and instruction on general and job-specific safety and health practices. Training and instruction shall be provided as follows:

- When the IIPP is first established;
- To all new workers;
- To all workers given new job assignments for which training has not previously provided;
- Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;
- Whenever we become aware of a new or previously unrecognized hazard;
- To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed; and
- To all workers with respect to hazards specific to each employee's job assignment.

This training will include (but is not limited to):

- Explanation of our IIPP, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices, injuries and when additional instruction is needed.
- Availability of toilet, hand-washing, and drinking water facilities
- Provisions for medical services and first aid, including emergency procedures.
- Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
- Prohibiting horseplay, scuffling, or other acts that adversely influence safety.
- Proper storage to prevent:
  - Stacking goods in an unstable manner
  - Storing materials and good against doors, exits, fire extinguishing equipment and electrical panels.

Where applicable our training may also include:
• Prevention of musculoskeletal disorders, including proper lifting techniques
• Use of appropriate clothing, including gloves, footwear, and personal protective equipment.
• Information about chemical hazards to which employees could be exposed and other hazard communication program information.
• Proper food and beverage storage to prevent them from becoming contaminated

In addition, we provide specific instructions to all workers regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training.

RECORDKEEPING

Written IIPP and Documentation Requirements

The School has taken the following steps to implement and maintain our IIPP:

The School has ten or more employees and keeps records as follows:
1. Records of scheduled and periodic inspections including the person(s) conducting the inspection, the workplace hazards (i.e., unsafe conditions and work practices that have been identified) and the action(s) taken to correct the identified unsafe conditions and work practices, are recorded on the Hazard Assessment Checklist* and the Identified Hazards and Correction Record* and the Investigation / Corrective Action Report*. These records are maintained for at least one (1) year.

2. Documentation of safety and health training for each worker, including the worker's name or other identifier, training dates, type(s) of training, and training providers are recorded on the Worker Training and Instruction Record*. This documentation is maintained for at least one (1) year.

Preventing Accidents and Managing Workplace Hazards

Whenever possible, safety hazards should be eliminated from the workplace. Employees should report all unsafe acts or conditions to your Administrator immediately. Hazards may include, but are not limited to, biological, chemical, environmental and physical hazards. When hazards cannot be eliminated, they must be mitigated with special training, equipment and procedures, safety controls and personal protective equipment (PPE). PPE items can be found in red back packs and in most supply closets.

Universal Precautions

Universal precautions is an approach to infection control to treat all human blood and certain human body fluids as if they were known to be infectious for HIV, HBV and other blood borne pathogens. Standard precautions includes the use of: hand washing, appropriate personal
protective equipment (PPE) such as gloves, masks, whenever touching or exposure to body fluids is anticipated, prevent direct contact with sharps, clean and decontaminating the area.

**Spills**
Please contact the Facilities Department for assistance in properly cleaning up spills.

**Back Safety**
Before lifting anything consider whether it is a reasonable weight and size for your strength level. If you have to transport something heavy contact the Facilities Department for assistance and/or use proper techniques to reduce your risk of injury. If you are lifting something heavy be sure to take the following precautions:
- Feet should be shoulder width apart. Get a firm footing close to the load.
- Lift smoothly using the strength of your legs, avoid jerking or twisting.
- Keep a firm grip throughout the lift.
- Carry the load close to your body; always move your feet when turning.
- Keep your spine aligned with natural curves. Maintain the “S” shaped curve in your back.

**Slips, Trips and Falls**
Slips, trips and falls are the most frequent injuries on campus. Falls can result in head injuries, back injuries, broken bones, muscle sprains and strains. Many of these accidents occur outside buildings on stairs and walkways. Others occur indoors and are often the result of unsecured wires and cords, spills or loose flooring.
The following are simple ways to reduce your risk of a slip, trip or fall incident:
- Practice good housekeeping. Keep work areas clean and free of spills or debris. Immediately clean or report spills and debris problems.
- Be a cautious carrier. Don’t carry loads that obstruct your view while walking. Make sure the path is clear.
- Wear proper footwear. Use footwear that is appropriate for your work tasks and environmental demands.
- Hold handrails when using stairs and ramps. While most falls occur on level surfaces, those that occur on stairs can be very serious.
- Use stepstools. If you have to reach items on high shelves, use a step stool or stepladder rather than a chair.
- Take your time. Walk with caution, especially if you anticipate any slip or trip hazards along the way.

**Ergonomics**
Ergonomics matches the workplace to the worker to reduce exposure to hazards such as repetition, force and awkward postures. If necessary, the School will provide worksite evaluations of offices and other campus facilities to improve worker comfort and efficiency.
Fire Safety
Fire safety is everyone’s responsibility. You can help prevent fires by using good housekeeping practices. These practices include:
• Keeping walkways and exits clear.
• Keeping fire doors closed when not in use (never prop them open).
• Storing supplies and equipment in appropriate locations and limiting the quantities of stored flammable materials. All storage must be in compliance with the California Fire Code and applicable laws and regulations.
• Using microwaves and toaster ovens in authorized locations only.
• Eliminating the use of unauthorized personal appliances, such as hot plates, microwaves, refrigerators or space heaters.
All fires, regardless of size, must be reported immediately by calling 911.
If your clothing catches on fire, protect your face and stop, drop and roll. If using a fire extinguisher, be careful not to shoot directly into someone’s face. Immediately seek medical treatment and report the incident to an Administrator.

Electrical Safety
Every Employee must take care when working around electricity, which can damage sensitive equipment, ignite combustible materials and cause burns and other injuries, including fatalities. To remain safe when working with electricity, Employees must take precautions to use safe equipment under safe conditions:
• Do not use equipment with faulty insulation, improper grounding, defective parts or loose connections.
• Avoid working in wet or damp environments.
• Extension cords are meant for temporary use (30 days or less) and not as permanent installations.
• Do not overload circuits.
• Do not daisy chain extension cords and/or plug strips together.

Seismic Safety
Earthquakes are frequent occurrences in California. Education and advance preparation are essential to earthquake preparedness and safety. Every Employee can play a part in seismic safety by following some basic guidelines:
• Contact the Facilities Department to secure heavy equipment and properly store hazardous materials. Never store heavy items on top of cabinets or shelves or place them around exits.
• Advance preparation and practice will help you to remain calm and safe during an actual emergency. Prepare for an earthquake by participating in earthquake drills, knowing evacuation routes and being familiar with your Emergency Response Plan.
• Practice Drop, Cover and Hold On. Practice taking cover so that it becomes second nature to you in the event of an earthquake. Always take cover quickly during an earthquake, because you face the greatest risk of injury from falling materials and flying items.