

Governing Board of Directors REGULAR BOARD MEETING AGENDA

May 19, 2025 — 9:00 AM

Barona Community Center Meeting Room at 1095 Barona Road, Lakeside, CA 92040

- I. Call to Order/Roll Call- Ray Welch- Chairman, Tawnya Phoenix- Vice Chair, Melanie Villa Secretary/Treasurer, Darla Boller- Member, & Danthia Gil- Member
- II. Approval of Agenda- changes to the agenda are made at this time
- III. Approval of Minutes- April 3, 2025 & April 28, 2025
- IV. Public Comment- Any person may address the Board about any agenda item and may be granted five (5) minutes to talk when an item is discussed. Time per agenda item shall be determined based on the number of speakers. This time will not exceed 30 minutes. Board may lengthen time by consensus.
- V. Adjourn Open Session
- VI. Closed Session- Principal/Director Performance Evaluation
- VII. Adjourn Closed Session
- VIII. Return to Open Session Report out an any action taken in Closed Session
 - IX. Action Items
 - **A.** Approve Updates to Certificated Employee Contract Revisions have been made to the certificated employee at-will contract to ensure alignment with the policies and expectations outlined in the Barona Charter School Employee Handbook.
 - **B.** Approve Updates to Classified Employee Contract Revisions have been made to the classified employee at-will contract to ensure alignment with the policies and expectations outlined in the Barona Charter School Employee Handbook.
 - C. Approve Updates to the Employee Handbook Updates to the Employee Handbook clarify the appropriate use of sick leave, including provisions for medical appointments, personal business, and family emergencies, while emphasizing expectations for advance notice and documentation for extended absences. A new section on Discretionary Leave has been added, outlining the requirement for written approval by the Principal/Director and reinforcing professional boundaries regarding staff-student interactions, including a strict prohibition on sharing personal information.
 - **D.** Approve Changes made to Salary schedules The board shall consider approval of updates made to the certificated and classified salary schedules that continue to provide a well-rounded employee pay philosophy focusing on benefits and work life.
 - **E.** Approval of the 2025-26 Lease This is the annual agreement between the Barona Band of Mission Indians and Barona Charter School (BCS) for the use of the facilities. The fee for the leased premises is \$107,800 per year, payable quarterly in advance.
 - X. Reports- Principal Julie Cushman will report to the board.



XI. Organizational Business

- A. Future agenda items and/or Board member comments
- **B.** Upcoming meetings
 - 1. June 9 (3:00 PM), June 23

XII. Adjournment

Accommodating Those Individuals with Special Needs—In compliance with the Americans with Disabilities Act, Barona Indian Charter School encourages those with disabilities to participate fully in the public meeting process. If you require special accommodations to attend or participate in our public meeting, contact our office at (619) 443-0948 or kmjohnson@mybics.org by noon of the business day prior to the regular meeting you wish to attend so that we may make every reasonable effort to accommodate you. At least 72 hours prior to each Board meeting, a copy of all available documents supporting the agenda items is available in the school office at 1095 Barona Road, Lakeside CA. You may also request a packet by contacting our office at (619) 443-0948 or kmjohnson@mybics.org.

Governing Board of Directors SPECIAL BOARD MEETING MINUTES

April 3, 2025

1. Call to Order

Meeting was called to order at 2:02 pm.

Roll Call: Present at the meeting: Ray Welch- Chairman of the Board, Tawnya Phoenix- Vice Chair, Melanie Villa- Secretary/Treasurer, Darla Boller- Member, and Danthia Gil -Member.

Others in attendance:

Kathy Clenney-Legal Counsel

2. Approval of Agenda-

Motion was made by Danthia Gil and seconded by Darla Boller to approve the agenda for 4/3/25.

Motion Carried: 5-0-0

3. Public Comment

No public comments were made.

4. Adjourn Open Session

Open session was adjourned at 2:03 pm.

5. Closed Session

Closed session called to order at 2:03 pm for Principal/Director Performance Evaluation

6. Adjourn Closed Session

Closed session adjourned at 3:44.

7. Return to Open Session

Return to open session at 3:45 pm. Board agreed to an investigation as part of the evaluation.

8. Adjournment

Motion was made by Danthia Gil and seconded by Darla Boller to adjourn the meeting. Meeting adjourned at 4:00 pm.

Motion Carried: 5-0-0

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Respectfully submitted by: Melanie Villa, Secretary/Treasurer

Governing Board of Directors BOARD MEETING MINUTES

April 28, 2025

1. Call to Order

Meeting was called to order at 9:03 am.

Roll Call: Present at the meeting: Ray Welch- Chairman of the Board, Tawnya Phoenix- Vice Chair, Melanie Villa- Secretary/Treasurer, Darla Boller- Member, and Danthia Gil -Member.

Others in attendance:

Julie Cushman- Principal/Director, Kathy Clenney-Legal Counsel, From LUSD: Lisa Davis- Assistant Superintendent, and Samantha Orahood, Director of Finance

2. Approval of Agenda-

Agenda for 4/28/25 was approved.

Motion to approve the agenda was made by Danthia Gil and seconded by Darla Boller.

Motion Carried: 5-0-0

3. Approval of Minutes

Motion to approve the minutes for 3/10/25 was made by Tawnya Phoenix and seconded by Danthia Gil.

Motion Carried: 5-0-0

4. Public Comment

Public comment was made to share concerns on delayed maintenance repairs to the bathroom, encourage positivity on campus, concerns of bullying and concerns of possible slander.

5. Adjourn Open Session

Open Session was adjourned at 9:21 am.

6. Closed Session

Results of the Principal/Director Performance Evaluation

7. Adjourn Closed Session

Closed session was adjourned at 10:26 am.

8. Return to Open Session

Returned to open session at 10:27 am.

9. Special Education Report

Special Education consultant Carolyn Nunes reported to the Board on changes that will be implemented next school year to address the needs of each student.

10. Action Items

A. Approve the position of School Psychologist

Motion to approve the position was made by Danthia Gil and seconded by Darla Boller.

Motion Carried 5-0-0

B. Approval of Resolution 25-04-28 regarding the temporary closure of Expanded Learning Program at Barona Charter School due to emergency conditions pursuant to Education Code 46120(b)(9).

Motion to approve Resolution 25-04-28 was made by Danthia Gil and seconded by Darla Boller.

Motion carried 5-0-0

C. Approval of Food Service Agreement between Lakeside Union School District and Barona Charter to be conducted from July 1, 2025 through June 30, 2026 for the 25/26 school year. Motion to approve the Food Service Agreement was made by Darla Boller and seconded by Danthia Gil. (Vice Chairman Phoenix stepped out during voting)

Motion carried 4-0-0

11. Principal Report

Principal Julie Cushman reported to the Board:

- -SPED Program changes for 25/26 school year
- -Hosting a campus cleanup
- -PE changes for 25/26 school year
- -Mandatory ethics training needed for all board members

12. Organizational Business

- A. Board agreed to an additional meeting for the month of May
- **B.** Upcoming meetings:

May 19 at 9:00 am June 9 at 3:00 pm June 23 at 9:00 am

13. Adjournment

Motion to adjourn the meeting was made by Darla Boller and seconded by Danthia Gil.

Motion carried 5-0-0

Meeting was adjourned at 11:07 am.

<u>Accommodating Those Individuals with Special Needs</u> – In compliance with the Americans with Disabilities Act, Barona Indian Charter School encourages those with disabilities to participate fully in the public meeting process.

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to attend so that we may make every reasonable effort to accommodate you. At least 72 hours prior to each Board meeting, a copy of all available documents supporting the agenda items is available in the school office at 1095 Barona Road, Lakeside CA. You may also request a packet by contacting our office at (619) 443-0948 or icushman@mybics.org.

Respectfully submitted by: Melanie Villa, Secretary/Treasurer

AT-WILL CERTIFICATED EMPLOYMENT

AGREEMENT BETWEEN

BARONA CHARTER SCHOOL

AND

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EMPLOYEE

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of the Barona Charter School ("BCS"), a California public charter school approved by the Lakeside Union School District ("District"). Your contract will begin service on August 13, 2025. Your workweek will be Monday through Friday, 7:30 AM to 3:00 PM. The Board desires to hire employees who will assist BCS's Principal/Executive Director in achieving the goals and meeting the requirements of BCS charter. The parties recognize that the provisions of the California Education Code do not govern BCS, except as expressly set forth in the Charter Schools Act of 1992 and its successors. The Board desires to engage the services of the Employee for purposes of assisting BCS in implementing its purposes, policies, and procedures.

WHEREAS, BCS and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

- BCS has been established and operates pursuant to the California Charter Schools Act of 1992, Education Code section <u>47600 et seq</u>. BCS has been duly approved by the Lakeside Union School District, according to the laws of the State of California.
- 2. Pursuant to Education Code section 47604, BCS has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 et seq. of the Corporations Code). As such, BCS is considered a separate legal entity from the Lakeside Union School District, which granted the charter. The District shall not be liable for any debts and obligations of BCS, and the employee signing below expressly recognizes that he/she is being employed by BCS and not the District.
- 3. Pursuant to Education Code section 47610, BCS must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
- 4. BCS shall be deemed the exclusive public-school employer of the employees at BCS for purposes of Government Code section *3540.1*.

B. <u>EMPLOYMENT TERMS AND CONDITIONS</u>

- Duties- Employee will perform such duties as BCS may reasonably assign and Employee will abide by all BCS's policies and procedures, including those enumerated in the Barona Charter School Employee Handbook, as adopted and amended from time to time. Employee further agrees to abide by the provisions of BCS's charter.
- Work Schedule- The work schedule for this position shall be for the period of August 13, 2025, through June 12, 2026, and shall include 184 workdays. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with BCS.
- 3. Compensation- Employee will receive a salary of \$??? annually paid monthly from

which the Board shall withhold all statutory and other authorized deductions.

- 4. **Employee Benefits** Upon hire for full-time employment (25 hours or more per week), Employee will be entitled to participate in designated employee benefit programs and plans established by BCS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by BCS.
- 5. Employee Rights- Employment rights and benefits for employment at BCS shall only be as specified in this Employment Agreement, BCS's charter and the Charter Schools Act, which from time to time may be amended and modified by BCS. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with BCS.
- 6. **Credentials-** Employee understands that employment is contingent upon verification and maintenance of any applicable credentials.
- 7. **Reclassification-** All teachers shall be placed in the appropriate classification Column (BA, BA+15, BA+30, BA+MA, BA+EdD) at the time of initial employment.

Any subsequent reclassification(s) upwards are based upon verified degree(s) and earned hours of formal education at an accredited institution of higher learning. Teachers are required to provide original transcripts for proof of any degree(s) earned and any additional credits earned. Unit members shall be compensated for graduate credit and degrees beyond the Bachelor's Degree conditioned upon the following:

- a) Application for approval shall be in writing before May 1st, if a transfer to a higher class is to be applied for the subsequent school year and submitted to the Principal/Director. All transcripts of courses for advancement on the salary schedule for a school year must be submitted to the Principal/Director by September 15th.
- b) Units and degrees accepted by BCS for placement on the salary schedule must be from institutions approved by the Western Association of Universities and Colleges or an equivalent accreditation organization.
- 8. **Child Abuse and Neglect Reporting** California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, the Employee acknowledges he or she is a childcare custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

C. EMPLOYMENT AT WILL

BCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without notice, at BCS sole and unreviewable discretion. Either party may immediately terminate this Agreement and BCS's employment upon written notice to the other party. Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of BCS. No one other than the Board of BCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of BCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship. Without impacting the at-will nature of the employment relationship, BCS may attempt to remedy and address issues of unsatisfactory performance with the Employee in accordance with BCS policy on Evaluation/Reviews.

D. GENERAL PROVISIONS

- 1. **Waiver of Breach** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
- 2. **Assignment-** The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
- 3. **Governing Law-** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California and Federal and Tribal Laws.
- 4. **Partial Invalidity** If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. <u>ACCEPTANCE OF EMPLOYMENT</u>

By signing below, the Employee declares as follows:

- 1. I have read this Agreement and accept employment with BCS on the terms specified herein.
- 2. All information I have provided to BCS related to my employment is true and accurate.
- This is the entire agreement between BCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:	Dated:
Address:	
Telephone:	<u>-</u>
BCS Approval:	
Dated:	
	BCS Principal/Executive Director

This Employment Agreement is subject to ratification and approval by the Governing Board of BCS.

AT-WILL CLASSIFIED EMPLOYMENT

AGREEMENT BETWEEN

BARONA CHARTER SCHOOL

AND

?????

EMPLOYEE

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- Duties- Employee will perform such duties as BCS may reasonably assign and Employee will abide by all BCS's policies and procedures, including those enumerated in the Barona Charter School Employee Handbook, as adopted and amended from time to time. Employee further agrees to abide by the provisions of BCS's charter.
- 2. Work Schedule- The work schedule for this position shall be for the period of August 11, 2025, through June 12, 2026, and shall include 186 workdays.

Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with BCS.

- 3. **Compensation** Employee will receive a salary of **\$/hr.** paid monthly from which the Board shall withhold all statutory and other authorized deductions.
- 4. **Employee Benefits** Upon hire for full-time employment (25 hours or more per week), Employee will be entitled to participate in designated employee benefit programs and plans established by BCS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by BCS.
- Employee Rights- Employment rights and benefits for employment at BCS shall only be as specified in this Employment Agreement, BCS's charter and the Charter Schools Act, which from time to time may be amended and modified by BCS. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with BCS.
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Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of BCS. No one other than the Board of BCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of BCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

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- 3. **Governing Law-** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California and Federal and Tribal Laws.
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- 1. I have read this Agreement and accept employment with BCS on the terms specified herein.
- 2. All information I have provided to BCS related to my employment is true and accurate.
- This is the entire agreement between BCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature:	Dated:
Address:	
Telephone:	
BCS Approval:	
Dated:	BCS Principal/Executive Director

This Employment Agreement is subject to ratification and approval by the Governing Board of BCS.



Barona Charter School Employee Handbook 2024 — 2025

1095 Barona Road, Lakeside, CA 92040

Office: (619) 443-0948 Fax: (619) 443-7280

https://www.baronacharterschool.org/

Board of Trustees

Ray Welch, School Board Chairman and Barona Tribal Council Chairman

Tawnya Phoenix, School Board Vice President and Tribal Councilwoman

Melanie Villa, School Board Secretary/Treasurer

Danthia Gil, School Board Member

Darla Boller, School Board Member

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Introduction

Dear BCS Staff Member:

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

This is a living document, and is subject to change, as needs warrant. Please feel free to ask any questions or to request clarification. Our goal is to provide a highly structured and professional organizational basis that will promote the highest quality education for all students. We look forward to working with all of you and I wish you the best school year.

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

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

Warm Regards,

Julie Cushman Principal/Director

ACCIDENT REPORTS (STUDENTS AND STAFF MEMBERS)

Staff must report all student accidents to the Front Office immediately upon occurrence. The Staff member in charge of the student group and/or who witnessed the accident must contact the Health Clerk for any accidents that require more than basic first aid attention, especially for any injuries to the head and face. All employee accidents must be reported to the Office. A report must be completed and turned into the Office before the end of the work day on the date of accident. Forms are available in the Front Office.

ADDRESS CHANGES

Any staff member who has a change of address or telephone number must notify the Front Office and update their emergency card as soon as possible.

ADMIN DESIGNEE

Any time the Principal is off campus and issues arise, staff should notify the Administrative Designee (School Secretary).

AFTER HOURS ACCESS

Staff member(s) do have access to the school after hours and on the weekends. Staff members are not to share school keys with any other individual and must make sure classrooms and other doors are locked upon departure.

Experience thus far has proved that properly operated and secured sites dramatically reduce vandalism and loss of property. Your cooperation is appreciated.

ASSEMBLIES

Assemblies are for educational purposes. To be a successful assembly, the cooperation of students and teachers is a necessary ingredient. Individual students or entire classes failing to follow assembly procedures may be excluded from future assemblies.

TEACHER RESPONSIBILITIES: Prior to taking a class to an assembly, teachers must:

- Review behavior expectations and procedures to be followed during an assembly.
- Arrive on time and in an orderly fashion, as well as exit properly.
- Supervise class for the entire assembly period.
- Help maintain order and reasonable quietness before and during assembly.
- Remind students that we show appreciation by proper applause.

ASSESSMENTS

Grade level appropriate assessments such as iReady and ESGI curriculum assessments, ELPAC, and Smarter Balanced Assessments/CAASPP will be used to show student progress and learning.

Data Analysis

After each assessment period, teachers through collaboration will identify students needing intervention or acceleration. Teachers will meet with the Principal, after the assessment period, to create strategies for student success based on the analysis of the assessments, curriculum, or instruction.

ATTENDANCE

EACH TEACHER MUST TAKE THE CLASS ROLL PERSONALLY. **This responsibility must not be delegated to a student.**

Procedures for taking attendance:

Teachers must take attendance using *Infinite Campus* on the computer each day and submit **before 9am**.

Tardiness:

- Students that report to class after school starts at 8:05 or later must have a tardy slip provided by Front Office staff.
- Any student that shows up without a slip must be sent back to the Front Office for one.
- If the student enters after the teacher has taken attendance, then the Front Office staff will mark the student tardy.

Independent Study Contracts:

A Contract for Independent Study (IS) is for students who enroll in independent study to accommodate health needs that require learning at home, as deemed by the parent or guardian.

- Parents must request an Independent Study contract from the school office for students as an optional education alternative to the classroom when a student is gone for 3 days.
- Parents are to give teachers and office staff 5 days advance notice when an independent study contract is needed unless the situation does not permit it.
- Independent Study contracts require that the assigned work be completed and sent in with the child upon his/her return to school.
- Independent Study Contracts may be denied for students that are struggling academically or with social/emotional behavior.
- Contracts must be filled out correctly prior to the students' departure, and all work must be turned into the teacher within the specified amount of time in order to be graded and included in the grade reporting period. According to BCS policy for TK-8th Independent Study, no more than 10 days may elapse between when an assignment is made by the teacher and the date it is due, unless an exception is made in accordance with Charter policy.
- Teachers will provide guidance, materials and other necessary items and resources as specified for each assignment. This includes providing access to necessary connectivity and devices adequate to participate in the educational program and complete assigned work.
- All Staff are encouraged to remind parents to complete an independent study contract once the Staff member becomes aware of a possible student absence.
- Teachers are responsible for collecting, grading and giving credit for all work.
- Students must return all assigned work to the classroom teacher.
- Teacher will grade turned in work.
- Teacher will return all work to the Attendance Clerk after it has been graded.

Releasing Students During School Day:

- Students are authorized to leave school during the school day only by the Principal,
 Administrative Designee, Health Clerk, Secretary, or Attendance Office Clerk. NO
 ONE ELSE MAY ASSUME THIS RESPONSIBILITY. Please do not contact parents if
 the student is ill. The Office will contact parents/guardians. This will alleviate any
 confusion with communication.
- Students who have medical or dental appointments or who are ill are released from school by the Front Office Staff or Attendance Clerk. Parents must enter the Front Office in person before the Front Office Staff sends call slip for student(s).
- The parent, not the student, must check the student out of school by signing the log in the Attendance Office before the student is authorized to leave the school grounds.
- Students must check in at the Attendance Office upon returning to school.

CAASPP TESTING

California Assessment of Student Performance and Progress (CAASPP) Testing is conducted annually in late April through early June. Third through eighth grade students take both a computer-adaptive test (CAT) and performance task (PT) in English Language Arts and Mathematics. Additionally, fifth and eighth graders take the California Science Test (CAST).

CELL PHONE POLICY

Student Policy:

Students are allowed to have cell phones and other electronics (iPads, Kindles, etc.) in their possession while at school with the following provisions:

- Electronic items are to be turned off and turned into their classroom teacher until the end of the day.
- Devices MAY NOT be used under any circumstances during school hours while on campus.
- Students assume liability for their personal devices.

Students not following these guidelines will have devices taken and held by school staff as follows:

- First offense devices will be returned to the students at the end of the day by the teacher..
- Further offenses devices will be given to the office staff for parent pick-up only.

Teacher/Staff Policy:

Teachers may not use or answer cell phones in class during instructional time, unless it is an emergency. All lunch/recess supervisors should not use cell phones when on duty, unless it is an emergency.

CHILD ABUSE AND NEGLECT REPORTING

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a

written report thereof within thirty- six (36) hours of receiving the information concerning the incident. By acknowledging receipt of this Handbook, the Employee acknowledges he or she is a child care custodian and is certifying that her or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

All BCS staff must report when they suspect or know that a child has been the victim of abuse/neglect. Failure to report is a misdemeanor and punishable by confinement in jail or a fine, or both. Suspected instances of child abuse must be reported by telephone, (858) 560-2191 or by fax (858) 694-5240 as outlined above to the Child Abuse Hotline. All reports are kept confidential. By law, Child Support Services cannot reveal the name of the person who filed the report.

Please contact the Principal if you need assistance. You are not to investigate the alleged abuse. Your role is to report the issue in a professional and confidential way. REMEMBER, this is the LAW!

CLASSROOM MANAGEMENT

Each teacher/staff member is responsible for establishing his/her classroom rules and expectations for student behavior and achievement. Teachers are expected to manage their classrooms (this includes communication) through the use of Infinite Campus and other messaging platforms with parents regarding classroom management. However, certain standards have been established school- wide. These are as follows:

- Students must be in their seat, ready to learn when the school day starts or they are considered tardy.
- Students are **not** permitted to have food or drink in the classroom, except water bottles. Students may be allowed to eat in the classrooms during Rainy Day/Excessive Heat schedules.

CLOSED CAMPUS

Barona Charter School is a closed campus. No student may leave the school grounds without special permission from the appropriate personnel. Adult visitors must register in the Front Office to obtain an official visitor's pass, this includes relatives and acquaintances of staff members. There are no exceptions to this rule.

COMMITTEE RESPONSIBILITIES AND OBLIGATIONS

Administration may recruit for additional committees as needed. Staff members may be assigned to Committees/Events each year.

COMMUNICATIONS: PARENTS, PUBLIC, ETC.

All public communications (information to the entire class or public) must be cleared by the administrator and the office must be given a final copy before the information is released. Positive communication with students' homes is heartily endorsed. PLEASE ENSURE THAT YOU HAVE USED PROPER GRAMMAR AND CORRECT SPELLING WHEN COMMUNICATING WITH PARENTS AND THE PUBLIC. Staff members are encouraged to have a second staff member proofread documents, such as newsletters and website postings, before they are circulated.

Memos written to an individual must only go to that individual. If you have written a memo to an individual and want to copy the memo to others, you must get their permission first. You could be liable for improper communication or improper use of communication.

Any communication sent home on school letterhead must have administrative approval prior to distribution.

COMPUTER BASED PROGRAMS

Instructional minutes should only be used to teach and learn state standards. This includes computer-based programs and software. All programs utilized during instructional time must be CA standards-based, provide baseline data, and monitor growth through benchmark assessment data. Teachers must run reports periodically and make appropriate instructional decisions based on this data. Programs are not to be used as fillers or game time. Principal approval is required for any new programs that are not promoted school wide.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

BCS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees.

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

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

CONFIDENTIAL INFORMATION

All information relating to students' personal information, schools attended, addresses, contact numbers, and progress information is confidential in nature and may not be shared with or distributed to unauthorized parties. All records concerning special education students shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

CONFLICT OF INTEREST

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

COPIES

Each teacher is allowed to make their own copies. Please be aware of paper consumption and that you are not making excessive amounts of copies.

CRIMINAL BACKGROUND CHECKS

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

CUMULATIVE RECORDS

The material contained in students' cumulative record folders is strictly confidential, but is available for parents to read in accordance with applicable law. Teachers should refrain from making comments of a subjective nature about students or their parents. Cumulative records are kept in the Front Office. An administrator should be consulted if there is a parent request to review the information contained in a cumulative folder. A school official should be present for review or release of information.

Staff must properly check out a cumulative folder and return it to the proper location on the same day. Cumulative folders must be reviewed in a private location, but cannot be checked out overnight.

CUSTODIAL SERVICES

The school custodial staff consists of one full-time day campus supervisor and (contracted) night custodial crew. Staff can help the custodial/janitorial staff accomplish their tasks more efficiently by:

- Having students pick up trash and supplies from floor
- NO GUM in the classrooms
- Keeping desk and table tops clean
- Keeping all tops of bookshelves, closets, and sink counter area clear

This will allow the custodial staff the time needed to accomplish all required tasks. In return, the faculty will have cleaner and more attractive rooms. If staff members notice anything in need of repair, please <a href="mailto:e

DISCIPLINE AND TERMINATION OF EMPLOYMENT

For all employees, the following applies:

Rules of Conduct

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

- 1. Insubordination refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
- 2. Inefficiency including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
- 3. Unauthorized soliciting, collecting contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
- 4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
- 5. Fighting or instigating a fight on School premises.
- 6. Violations of the drug and alcohol policy.
- 7. Using or possessing firearms, weapons or explosives of any kind on School premises. Gambling on School premises.
- 8. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
- 9. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
- 10. Excessive absenteeism or tardiness excused or unexcused.
- 11. Posting any notices on School premises without prior written approval of administration, unless posting is on a School bulletin board designated for employee postings.
- 12. Immoral or indecent conduct.
- 13. Conviction of a criminal act.
- 14. Engaging in sabotage or espionage (industrial or otherwise)
- 15. Violations of the sexual harassment policy.
- 16. Failure to report a job-related accident to administration or failure to take or follow prescribed tests, procedures or treatment.
- 17. Sleeping during work hours.
- 18. Release of confidential information without authorization.
- 19. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
- 20. Refusal to speak to supervisors or other employees.
- 21. Dishonesty.

Off-Duty Conduct

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

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

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

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

Termination of Employment

Should it become necessary for you to terminate your at-will employment with the School, please notify the Principal regarding your intention as far in advance as possible.

When you terminate your at-will employment, you will be entitled to all earned but unused vacation pay. If you are participating in the medical and/or dental plan, you will be provided information on your rights under COBRA.

Employment At-Will

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

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to

have "cause" to terminate an employee or otherwise restrict the School's right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School's right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School's policy regarding "at will" employment.

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

Policy Prohibiting Unlawful Harassment

BCS is committed to providing a work and educational atmosphere that is free of unlawful harassment. BCS's policy prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. BCS will not condone or tolerate harassment of any type by any employee, independent contractor or other person with whom the School does business. This policy applies to all employee actions and relationships, regardless of position or gender. BCS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, religion or any other protected basis:
- Retaliation for reporting or threatening to report harassment; or
 Deferential or preferential treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

In accordance with existing policy, discrimination on the basis of gender in education institutions is prohibited. All persons, regardless of the gender, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the School. BCS is committed to provide a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (1) submission of the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct

interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

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

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Employees and students are expected to act in a positive and professional manner and to contribute to a productive School environment that is free from harassing or disruptive activity. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Principal. See Appendix A for the "Harassment Complaint Form." See Appendix B for the general "Complaint Form."

Sexual harassment may include, but is not limited to:

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

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation, filing of a complaint or reporting sexual harassment.

BCS will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

While in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities.

DRUG-FREE WORKPLACE

BCS is committed to providing a drug, alcohol, and smoke free workplace and to promoting safety in the workplace, employee health and well-being, and a work environment that is conducive to attaining high work standards. The use of drugs, tobacco, and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drugs, tobacco, or alcohol use in the workplace is extremely harmful to workers.

The bringing to the workplace, possession, or use of intoxicating beverages or drugs on any School premises is prohibited and will result in disciplinary action up to and including termination.

E-MAIL

In an effort to keep staff meetings to a minimum, most day to day operational "housekeeping" items will be communicated via email. Therefore, all staff must check their email at least twice per day, once in the morning and once before leaving at the end of the day.

Use of E-Mail, Voicemail, and Internet Access:

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

- 1. The E-mail system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
- 2. Employees should not attempt to gain access to another employee's personal file of E-mail or voicemail messages without the latter's expressed permission
- 3. School staff will not enter an employee's personal Email files or voicemail unless there is a business need to do so. BCS retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time.

EMERGENCY DRILLS

Safety drills for intruders on campus, earthquakes, and fires will be held. **ALL DRILLS MUST FOLLOW PROTOCOLS AND PROCEDURES OF BCS Comprehensive Safety Plan**

EMPLOYEE SOCIAL MEDIA/BLOGS

If an employee decides to keep a personal blog that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including its computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be adhered to;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material, and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential information maintained by the School:
- Employees are prohibited from making discriminatory, defamatory, libelous, or slanderous comments when discussing the School, the employee's supervisors, coworkers, and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against sexual harassment and retaliation;
- BCS reserves the right to take disciplinary action against any employee whose blog violates this or other School policies.

EMPLOYEE WAGES AND BENEFITS

Employee Wages:

For all employees, the following applies:

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) from each employee's pay as follows:

- 1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
- 2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
- 3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask the Principal and HR personnel to explain them to you.

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

All Federal, State, and Social Security taxes will be automatically deducted from

paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Principal and to fill out a new W-4 form.

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

Overtime Pay

Staff may be paid extra for time spent on clubs, tutoring, or other school events. All overtime work must be previously authorized by the Principal. An "Extra Work Agreement" will be submitted to payroll for these extra hours.

Paydays

Paydays for all employees are scheduled on the last working day of each month. If you observe any error in your check, please report it immediately to the Principal.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of your earnings in their favor.

You are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning you, the Principal will discuss the situation with you.

Medical Benefits:

For all employees, the following applies:

Eligibility

BCS provides an employer sponsored group health insurance program for all full and part-time employees. The coverage will become effective on the first day of the month coinciding with the completion of 60 days of employment. BCS shall provide Kaiser Foundation Health Plan to eligible employees and eligible dependents. BCS shall provide a dental and vision benefit plan option as well.

COBRA Benefits:

Continuation of Medical and Dental

Terminated employees may continue group health insurance coverage at their sole expense for up to eighteen(18) months after leaving their employment with the Charter School.

ENERGY CONSERVATION

Continued increases in energy costs make it imperative that all efforts are made to conserve energy. Please turn off lights and other items that drain power whenever your room or office is not in use. Also remember that if air conditioning and heating systems are not a necessity, please refrain from use.

EQUIPMENT

Equipment shall not be removed from the school grounds without prior approval of the Principal or Administrative Assistant. Laptops may be checked out with the Principal's approval over the summer.

FIELD TRIPS

Worthwhile field trips result only from the careful planning and the cooperation of all parties involved. State law prohibits charging students for educational trips during the school day. Donations may be accepted for the activity.

Teachers planning field trips must submit to the Principal for approval.

Reasons for Field Trips:

All "school sponsored" trips must be school related, social, cultural, academic, or athletic activities with an educational purpose. Field trips are not authorized for participation in promotion of commercial enterprises, or for attendance at commercial establishments primarily for entertainment.

Transportation:

In accordance with established policy, transportation, whenever possible, shall be by chartered school bus carrier. Parent and staff private cars are authorized by BCS to be used for transporting students with principal approval following approved Board policies.

Use of employee private cars and drivers must be approved by the principal. The number of passengers may not exceed eight persons, including the driver. Employees using private automobiles on student business, including transportation of students on a frequent basis, should advise their insurance agent. Employees using private cars must be aware of their liability. The school's insurance coverage takes effect only after the owner's insurance company, as the primary carrier has paid. In the event of an accident with injury and the employee driving the car is found negligent; the school insurance does not cover medical expenses for the occupants of the owner's car nor cover physical damage to the owner's vehicle. The owner must carry liability insurance available to him/her for this purpose. BCS does not authorize the use of private cars for persons supervising school activities without proof of proper driver's license and insurance. All drivers must have TB and fingerprint clearance. Parent volunteers may need to switch with other volunteers as necessary. All selections are made and authorized by the school prior to the event. While aboard the bus, all students are under the authority of and directly responsible to the driver of the vehicle. When requested by the driver, supervisors may assist.

Preparations for Field Trips:

Students who fail to turn in their permission slip will *not* be permitted to participate in the activity and must stay on campus.

Note: In order to be given final authorization, all appropriate signatures must be obtained and

the full list of all student participants **must be turned in advance** of the field trip. Additionally, there can be no field trips the week prior to benchmark exams, during benchmark exams, or during any school testing periods.

The teacher will wish to discuss the following points with an administrator well in advance of the date of the trip:

- Reason for taking the trip and connection to CA state standards
- Location where the group desires to go
- Itemized transportation costs, including substitute needs
- Number of students attending trip
- Time of departure and time of pickup for return trip to school
- The amount of supervision that will be available with the group of students
- Provide a list of students that will not be attending the field trip, along with the classroom location of where they will be placed for the remaining of the day

Activity Request:

- Requests for field trips can be made by emailing the Principal for approval. <u>Allow three weeks minimum</u> for arrangements and bus company scheduling.
- Secure permission slip forms available in the Front Office. Have them properly filled out and filed with the Front Office.
- All contact with the transportation companies will be made through the School Office
- Arrangements should be made for students who are not going on the trip. Work should be planned so that regular instructional programs are available.
- Teachers should contact parents/guardians by phone and in writing several days in advance if their student fails to meet the required criteria for the trip such as behavior, attendance, homework completion, teacher recommendation etc. Days and Times of contact should be recorded.
- Several days before the field trip, the teacher shall give the following information to the Office:
 - Number and names of students participating
 - Names of adults going on the trip
 - Copies of student permission slips with signatures and emergency contacts.
 - Upon return to school, the teacher will notify the office as to the return of students who went on trip and whether any injuries occurred.

Field Trip Supervision:

A certificated person must be present on each bus. The certificated person is responsible for enforcing all school rules and regulations during the trip. The certificated teacher planning the field trip/extra or co-curricular activity must attend the activity from the start time until the ending time. This includes trips/activities on weekends and after school hours. If students are returning to school after the school day ends, the teacher must remain with the students until all of them have been picked up by the appropriate parent or guardian.

BCS employees or volunteers shall not consume alcohol or use controlled substances (except for medications taken under a physician's orders) while accompanying and supervising students on a field trip or excursion.

Any injuries or unusual incidents occurring during the field trip or excursion shall be

documented in writing by the sponsoring teacher or other BCS employee accompanying the field trip or excursion.

Student Conduct:

To ensure the safety of students, the following guidelines have been developed:

- All school rules apply on field trips. Students should be reminded that they represent our school on field trips.
- Teachers/Staff must discuss appropriate behavior and attire prior to the day of the trip.
- Horseplay, practical jokes, harassment, taunting, rough play, aggressive or violent behavior, profanity, viewing of pornographic material and use of alcohol or controlled substances during the field trip or excursion are strictly prohibited.
- All students must go and return by approved transportation unless permission has been granted for the student to ride with his/her own parents. This permission must be obtained from the principal before leaving.
- The bus driver is in charge while students are on the bus; students must obey the driver.
- Teachers should ensure that students know exactly where and when the bus will pick them up and should check the roll when the students board the bus for the return trip. **Be sure** every student is aboard before you allow the driver to leave.

FUNDRAISING/DONATIONS

Any donations must be approved by the Principal. All school fundraisers must be approved by the Principal and must be in accordance with Board Policy and Procedures.

GRADING

Elementary Standards-Based Report Cards:

Elementary report cards are submitted three times per year and are based on proficiency of grade-level standards. Students receive 4 (Exceeds Standard), 3 (Meets Standard), 2 (Approaching Standard), 1 (Does Not Meet Standard), or NA (not assessed) individual standards. Please refer to the CA Grade-Level Standards for cluster and standard information. Additionally, students will receive marks for citizenship and effort in class.

Middle School Grading Guidelines:

Grades will be given on academics and citizenship each trimester. The following guidelines will be followed campus-wide:

- 1. Grades will be based on California Common Core State Standards.
- 2. Teachers will communicate grading policies to students and parents in writing as part of the class orientation at the beginning of each year or semester.
- 3. Students will be given a variety of ways to indicate knowledge, mastery standards and/or performance of skills. Assessments may be based on portfolios, group interaction, problem solving, oral presentations, written exams, and essays. Class attendance and participation may be included as part of the minimum academic standards a student must meet.

- 4. The following is recommended regarding **make-up work for a student returning from suspension**. Teachers must arrange for the student to take a major test or complete a major project that was interrupted by the suspension. Teachers also are encouraged to allow the student to make up other work for credit.
- 5. **Grades are cumulative**. Thus, the grade entered on the student's official transcript must reflect the cumulative efforts of the grading period.

Incompletes: Incompletes are **not** to be given for fines, money owed, or equipment not returned. They are to be given only in cases of medical or other legitimate absences that make it impossible to give a grade at the end of the grading period.

Use of grades other than A, B, C, D and F: On the grade sheets which you will receive at the end of each grading period are several options other than the letter grades of A, B, D, C, and F. These other grades are to be used as follows:

Incomplete

To be used only in cases of absence for medical reasons or other extenuating circumstances which make it impossible to give a grade, but which leave room for the student to earn a grade within the 3-week deadline.

HEALTH AND SAFETY POLICY

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

You are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. You are required to report immediately to the Principal any potential health or safety hazards, and all injuries or accidents. In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

HEALTH CLERK OFFICE

If students are in need of medical attention, please send them to the Health Clerk's office. Please adhere to the following protocols:

- Please complete a pass to send the student to the office. **DO NOT contact parents directly.** The Health Clerk will contact parents.
- If the need is life threatening, call 911 first, then notify the office. Provide first aid at the level of which you are capable, and always notify the office if they need to direct any medical vehicle.
- Each classroom should have a first aid kit. Please use this for minor first aid as outlined in the School Safety Plan.
- The Health Clerk can give students medications with a doctor's authorization. This
 includes acetaminophen, ibuprofen, and Benadryl. Please do not allow students to carry
 these or any other medications. Confiscate and report immediately if a student is giving
 medication to another student.
- The Health Clerk tracks the number of students' visits: type of complaints, duration of the visits, time, teacher, etc. Statistics are available for review upon request.
- Please do not give the student a medical diagnosis. Disease germs have mutated quite a
 bit in the last few years. Red eyes on this campus are mostly allergies, a sty or a cold,
 not bacterial conjunctivitis. If you see any of the following signs and symptoms:

bloodshot, oozing, non-focusing eyes, early morning stomach and headaches; inability to stand straight, lack of coordination, PLEASE send them to the Health Clerk immediately!

- If you suspect drug use because of student behavior without seeing actual drugs or paraphernalia, please refer the student to the Principal or Counselor.
- All medications, whether prescription or over the counter, must be locked in the Office.
- Students who receive daily medications can be sent to the Office for administering medication.

HOLIDAYS. VACATIONS. AND LEAVES

For all employees, the following applies:

Holidays

BCS calendar reflects any and all holidays observed by the School. The following holidays are generally observed by BCS.:

- New Year' Eve
- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Lincoln's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Native American Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

Religious Holidays

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Principal. The employee will be paid if the religious holiday is taken as an earned vacation or personal necessity day as applicable. Employees on any leave of absence do not earn holiday pay.

Unpaid Leave of Absence

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

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

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

leave begins.

Sick Leave

Full-time employees accumulate sick leave at the rate of ten (10) days per school year. Employees working less than five (5) days per week accumulate sick leave in proportion to the number of days actually worked. Unused sick leave will be accumulated from year to year.

Sick leave is intended to be used only when actually required to recover from illness or injury, or attend a medical or dental appointment; however, up to two (2) days per school year of accumulated sick leave may be used for personal business.

In addition, leave may be used for death or serious illness of a member of your immediate family, or an accident involving your person or property, or that of your immediate family member.

To the extent that an absence is foreseen, forty-eight hours advance notice shall be required, and such leave may not be used the day prior to or after a holiday or school recess period.

If you are absent longer than three (3) days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the School will be required before the School honors any sick pay requests.

BCS will not tolerate abuse or misuse of your sick leave privilege and may withhold sick pay if it suspects that sick leave has been misused.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School. Employee requests for unpaid medical leave must be approved in advance by the School.

Family Care and Medical Leave

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

- Employee Eligibility Criteria
 - To be eligible for FMLA leave, the employee must have been employed by the School for the last 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave.
- Events That May Entitle an Employee to FMLA Leave
 The 12-week (or 26-week where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:
 - 1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of 12 weeks of leave for this purpose.
 - 2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related

- medical conditions, which is covered by the School's separate pregnancy disability policy).
- 3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury.or any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty in the Armed Forces.
 - 4. To provide care to a covered service member (U.S. Armed Services) with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin of the employee. The employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
 - 5. A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.

Amount of FMLA Leave Which May Be Taken

- 1. FMLA leave can be taken in one or more periods, but may not exceed twelve (12) work weeks total for any purpose in any 12-month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
- 2. An employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces member shall be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the Armed Forced member.
- 3. The "12-month period" in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
- 4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA leave entitlement.

Pay during FMLA Leave

- 1. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave and may use any or all accrued paid vacation time at the beginning of any otherwise unpaid FMLA leave period.
- 2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued paid leave at the beginning of any otherwise unpaid FMLA leave.
- 3. If an employee has exhausted all their sick leave, leave taken under FMLA shall be unpaid.
- 4. The receipt of vacation pay, sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Vacation pay and sick pay accrues

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

Health Benefits

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

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

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

Seniority

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

Medical Certifications

- 1. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request until such certification is provided.
- 2. The School may contact the employee's health care provider to authenticate or clarify information in a deficient certification if the employee is unable to cure the deficiency. 3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
- 4. Re-certifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.
- Procedures for Requesting and Scheduling FMLA Leave
 - 1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Principal/ Board. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.
 - 2. Employees should provide not less than thirty (30) days notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to

provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

3. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

- 4. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
- 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified, which has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.
- 6. In most cases, the School will respond to an FMLA leave request within two (2) days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within five (5) business days of receiving the request, absent extenuating circumstances. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

- 1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
- 2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
- 3. Before an employee will be permitted to return from FMLA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.
- 4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

• Limitations on Reinstatement

1. BCS may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an

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

Employment during Leave

 An employee on FMLA leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

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

- Employee Eligibility Criteria:
 - 1. To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.
 - 2. Events That May Entitle an Employee to Pregnancy Disability Leave:

The four-month pregnancy disability leave allowance includes any time taken (with or without pay) for

any of the following reasons:

- 1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- 2. The employee needs to take time off for prenatal care.
- Duration of Pregnancy Disability Leave:

Pregnancy disability leave may be taken in one or more periods, but not to exceed (4) four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five eight-hour days per week, four months means 693 hours of leave (40 hours per week times 17 1/3 weeks). Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

Pay during Pregnancy Disability Leave

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

Health Benefits

BCS shall provide continued health insurance coverage while an employee is on a PDL leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in

- a 12-month period. BCS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:
 - 1. The employee fails to return from leave after the designated leave period expires. 2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking CFRA leave.
 - The continuation, recurrence or onset of a health condition entitles the employee to CFRA leave or other circumstances beyond the employee's control.

Seniority

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

Medical Certifications

- 1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
- 2. Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertification can result in termination of the leave.
- Requesting and Scheduling Pregnancy Disability Leave
 - An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
 - 2. Employees should provide not less than thirty (30) days or as short of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
 - 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 - 4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare

provider.

- 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
- 6. In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

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

Employment during Leave

1. An employee on pregnancy disability leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment.

Industrial Injury Leave (Workers' Compensation)

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

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

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

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

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

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

Military and Military Spousal Leave of Absence

BCS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable. If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, the employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

BCS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

BCS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of

military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

Full-time employees who have worked for more than thirty (30) days are entitled to a leave of up to five (5) workdays per school year without loss of pay due to a death in the immediate family. Paid bereavement leave is available only to a full-time employee who has been working at BCS for twelve (12) consecutive months or one full academic school year. For purposes of this policy, an immediate family member shall be limited to the following: mother; mother in law; father; father in law; husband; wife; son; son in law; daughter; daughter in law; sister; sister in law; brother; brother in law; grandmother; grandfather or grandchildren of the employee or spouse or any relative living in the immediate household of the employee, or anyone who, over a period of time, has held the place of an immediate family member to the employee or spouse.

Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. If an employee requires more than three (3) workdays off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued sick leave.

Jury Duty or Witness Leave

For certificated employees, the School will pay for time off if you are called to serve on a jury. For all classified employees, the School will pay for up to three (3) days if you are called to serve on a jury.

Voting Time Off

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

Bone Marrow/Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five work days off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a 12- month period. ●

- Employee Eligibility Criteria
 - o To be eligible for bone marrow or organ donation leave ("Donor Leave"), the

- employee must have been employed by the School for at least ninety (90) days immediately preceding the bone marrow or organ donation leave.
- Procedures and Conditions for Requesting and Scheduling Bone Marrow or Organ Donation Leave
 - An employee requesting Donor Leave must provide written verification to the School that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.
 - 2. An employee must first use his or her earned but unused sick or vacation leave for bone marrow donation and two (2) weeks' worth of earned but unused sick or vacation leave for organ donation. If the employee has an insufficient number of sick or vacation days available, the leave will be considered paid time off.
 - 3. Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent seniority status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave.
 - 4. A Donor Leave is not permitted to be taken concurrently with an FMLA Leave.

School Appearance and Activities Leave

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

The employee requesting school leave must provide reasonable advance notice of the planned absence. The employee must use accrued but unused sick or vacation time to be paid during the absence.

Returning from Leave of Absence

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

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Principal thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed.

If an employee fails to return from a leave of absence on the date agreed and does not provide medical information to justify the continued absence, it will be assumed that the employee has voluntarily resigned.

Leave for any purpose not enumerated in this handbook is available only at the discretion of the Principal/Director. Any such request must be made in writing with as much advance notice as possible.

If you need further information regarding Leaves of Absence, be sure to consult the Principal.

HOMEWORK POLICY

Homework represents a tangible tie between the home and the school. For most parents, their only knowledge of the teacher's professional competency is the quality of homework brought home by their children. Homework assignments should be reasonable, specific, reinforce classroom learning, and relate to each student's needs and abilities. Meaningless drill and blanket assignments of "read the chapter and answer the questions at the end of it" provide the poorest example of a teacher's performance. On the other hand, assignments that are extensions of the ongoing program truly optimize a teacher's ability to plan an educational program that transcends the classroom period. The homework policy should be posted, and must be sent home during the first week of school. If homework is assigned, it should only be four (4) days per week, Monday through Thursday.

INTERNAL COMPLAINT REVIEW

Specific complaints of unlawful harassment are addressed under the School's "Policy Against Unlawful Harassment" (found under Discipline and Termination of Employment section).

Internal Complaints:

(Complaints by Employees Against Employees)

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

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

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

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

Please see Appendix B for Internal Complaint Form.

Policy for Complaints Against Employees:

(Complaints by Third Parties Against Employees)

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

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

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

- 1. The Principal or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
- 2. In the event that the Principal (or designee) finds that a complaint against an employee is valid, the Principal (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Principal (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
- 3. The Principal's (or designee) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board of Directors shall be final.

General Requirements:

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

KEYS

Staff must take every precaution to see that keys do not get lost, stolen, or misplaced. They are not to be left in your mailbox or desk. <u>Teachers are not allowed to give keys to students at any time.</u> In some cases, rooms will be opened by the campus supervisor or Front Office Staff for substitutes. Report any lost key(s) to the Front Office immediately.

Keep your classrooms and/or offices locked during all times when you are out, including lunch time and prep period. **Students are never permitted to remain in the classroom unsupervised.** Be absolutely certain that you lock your room/office upon leaving it at the end of the school day. **Reminder: TURN OFF YOUR LIGHTS AND CLOSE THE WINDOWS.**

LEADER IN ME (LIM)

BCS is a Leader in Me (LiM) School. The purpose of LiM is to create a culture of leadership and accountability among staff, students, and our BCS community. Staff are required to participate in LiM events, training, and goal setting.

All staff are expected to model the seven habits in their actions and interactions with peers and students. Teachers are expected to teach The First Eight Days with fidelity during the first eight days of school. Teachers will then teach a LiM lesson at least one time per week.

LEAVING CAMPUS TEMPORARILY

All staff are expected to be on campus for the entire workday (excluding a 35 minute, duty-free lunch) including prep period. Those wishing to leave campus for any reason need to notify the Front Office or School Secretary. The beginning and end of the regular workday is the same for all full time teachers, regardless of prep period. In case of emergency, the administration must know the location of staff members at all times.

LIBRARY SERVICES

Promoting literacy and the love of reading is a priority at BCS. Therefore, teachers must bring their classes to the library, at a minimum, once per week. Teachers are given a library schedule. Students will be able to check out a **maximum** of two books and fines will be charged for overdue materials.

LOST AND FOUND

Items of great value and large sums of money should never be brought to school. Valuables (such as a wallet, cell phone, watch, purse, jewelry, etc.) will be kept in the Front Office if they are turned in. Lost clothing is kept on the rack near the restrooms. The school will not be held responsible for items lost, stolen, or left at school.

MAIL

Each staff member has a mailbox in the school office. It is important that you check your mailbox before school, prior to leaving school each day, and at other times at your convenience.

MASTER CALENDAR

A master calendar of all school activities is kept on Google Calendar under "BCS Staff Calendar." All activities must be approved by the Principal or Admin Designee. All scheduled activities must be recorded on the calendar during the month preceding the date of the activity.

MASTER BELL SCHEDULE SAMPLE

MORNING ROUTINE

Each class will meet at the flagpole each day at 7:55am to recite the Pledge of Allegiance (Students who do not salute the flag will be required to sit or stand quietly and respectfully.) Each week a new class will lead the school in the Pledge. A schedule will be posted in the Office.

PARENTS AS PARTNERS

Parents and teachers complement each other's efforts in the education of young people. Open communication is basic to our success, and it is vital that parents be contacted as soon as problem areas become apparent. Teachers need to notify parents by phone as soon as any of the following occur:

- 1) Excessive absences/tardies
- 2) Serious academic problems, i.e., failure to turn in work or low-test scores.
- 3) Persistently disruptive behavior.
- 4) Discipline referrals.

Phone calls and emails from parents should be returned within 24 hours, but preferably on the same day of the contact. Teachers need to check messages and e-mails daily.

One of the most positive steps a teacher can make is to contact a parent when a student does extremely well or works hard at a challenging task. Parents hear too little of the "good stuff." Teachers should strive to make two "Good Calls" per week to highlight student successes.

Parent Conferences:

Building community and partnering with BCS families are a top priority. Therefore, all teachers are required to hold parent conferences with 100% of their students' guardians during each conference period. We owe it to our families to have a formal sit-down meeting and thoroughly discuss their child's education.

Each teacher must turn in a parent sign in sheet to the Front Office staff. Office Staff is responsible for keeping copies of sign in sheets in the Parent Involvement Binder.

Tips for Parent Conferences/Phone Calls:

Contacting parents when a son or daughter is not doing well academically or behaviorally can be difficult. The longer a problem persists before making contact, the more difficult the session is likely to be. Therefore, it is important to contact parents in a timely fashion.

Parent conferences should **not** be held in the Office lobby or faculty lounge. The lack of privacy makes both of those settings uncomfortable for parents. Instead, conferences should be held in the classroom. The Multipurpose Room, if available, or other location that affords privacy may also be used.

Once you have made contact, you can help make the meeting or phone call productive in a number of ways, including the following:

- Stay calm. Chances are the parents may already be upset with the student. They need to see that they're dealing with an adult who's in control of him/herself. If you're upset, don't let them see it.
- LISTEN. This is a fairly sure, safe way to calm the parent down. Let them vent until they run down. Don't debate. Don't make accusations. Don't point out anything they might perceive as flaws in their child-rearing practices.
- Ask appropriate questions. ("What do you expect from Joe in school?" "How can we help you with that?" "What does Joe say the problem is?" "What has worked when Joe has had problems like this in the past?")
- Be specific and factual in describing the problems the student is experiencing and/or presenting in your class. ("Yesterday, during a lecture on the causes of World War II, Joe interrupted me with remarks which were inappropriate twice, got out of his seat to sharpen his pencil once, and threw a piece of paper at his friend," *instead of* "Joe is always disrupting my fascinating lectures.")
- Be specific in your expectations. ("I require students to take notes during class. I will examine their notebooks at specified times throughout the semester.")
- Make it clear that you want what is best for the student while at the same time fulfilling your
 responsibility to the entire class. ("I would like to see Joe stay in the class and earn at least a C.
 Do you have any ideas about how we can help him do this without interfering with the other
 students?")
- If you've erred, say so. ("Wow, you're right. I *did* forget to include the points Joe earned on that 100-point project in his grade. I'll re-figure that right now.")
- Encourage the parent to stay in touch with you. If the problem is an academic one, suggest that the student be required to take a progress report home every week or two.
- Teachers are recommended to give their school phone number and email address on all policy and grading procedures that go home to parents.

If the parent is angry or dissatisfied at the end of your meeting or conversation, be sure to let the Principal know immediately; provide background on the problem, the steps you have taken to correct it, and your

contacts with the parent so that administrator may be prepared to respond appropriately. Email communication with the Principal is preferred.

PARKING

There is staff parking located between the rec pool and the tennis courts, as well as parking in the front. The parking near the Office is reserved for visitors

PARTIES

Birthday parties are important and can be celebrated. Parents may bring sealed, store-bought items for the class. Parents bring items to the Office. Teachers may pick up the birthday treats from the Office.

PERSONAL BUSINESS

BCS's facilities for handling mail and telephone calls are designed to accommodate School business. Please have your personal mail directed to your home address and limit personal telephone calls to an absolute minimum. Do not use School material (including social media), time, or equipment for personal projects. All personal business should be handled outside of the workday.

PERSONNEL EVALUATION AND RECORD KEEPING

For all employees, the following applies:

Employee Reviews and Evaluations:

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

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with the Principal, and that you are aware of its contents.

On a periodic basis, the Principal will review your job performance with you in order to establish goals for future performance and to discuss your current performance. Newly hired employees may have their performance goals reviewed by the Principal within the first ninety (90) days of employment.

Personnel Files and Record Keeping Protocols:

At the time of your employment, a personnel file is established for you. Please keep the Principal advised of changes that should be reflected in your personnel file. Such changes include: change in address, telephone number, and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact you should the change affect your other records.

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. You also have the right to obtain a copy of your

personnel file as provided by law. You may add your comments to any disputed item in the file. BCS will restrict disclosure of your personnel file to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Principal. Only the Principal or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

PLANNERS/TAKE HOME FOLDERS

Students are encouraged to write in planners on a daily basis for every subject. Teachers are responsible for checking planners on a weekly basis.

PROFESSIONAL ATTIRE

- At BCS, we pride ourselves on setting high standards for our students. They should therefore
 maintain professional standards of dress and grooming. Just as overall attitude and
 instructional competency contribute to a productive learning environment, so do appropriate dress
 and grooming.
- BCS encourages staff, during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all staff shall adhere to the following standards of dress:
- Clothing and jewelry must be safe and appropriate to the educational environment. All clothing
 must be clean and in good repair. Slits or tears in pants or other articles of clothing are not
 permitted. Dresses or skirts should be an appropriate, professional length.
- Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts should be modest in length.
- All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage. Straps should be wider than two inches for tank tops, including active attire.
- For safety purposes, jewelry must be appropriate and safe for the position.
- Clothing or jewelry with logos that depict and/or promote gangs (as defined in Cal. Ed.Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- Appropriate shoes must be worn at all times. Shoes or sandals have to be safe and appropriate for the position.
- P.E. staff are permitted to wear appropriate athletic attire daily, unless directed by BCS.
- On Teacher Work Days, staff are permitted to dress appropriately to the activity (including athletic attire), unless directed by BCS.
- Staff is encouraged to participate in Spirit Day by wearing BCS shirts or school color clothing.

PROFESSIONAL CONDUCT

All staff will conduct themselves in a professional manner at all times. This includes appropriate dress, language, manner of speaking to students, and topics of discussion.

PURCHASING MATERIALS

Principal approval must be obtained prior to any purchases. Purchase request forms can be found in the workroom. Once the purchase request has been approved, a staff member is able to go out and purchase the items or he/she can place a catalog order with the Administrative Assistant. No teacher or student may purchase or charge any item to be paid for by the school without prior permission. Teachers will be given money for classroom funding to be used for classroom supplies. **Receipts for classroom startup funds should be submitted to the Office in December.**

RECYCLING

BCS has a recycling program. Each classroom has a blue recycling bin that should not be used as a trash can. Every Friday we have a school-wide collection day. A student team will be responsible for collecting recyclables from classrooms, sorting, and storing items.

REIMBURSEMENT REQUESTS

Reimbursement forms are located in the mail room. Please attach all original receipts and purchase requests. All purchases must be approved by the Principal prior to purchase. Reimbursement must be processed within 30 days of purchase. Any reimbursement turned in after the 30 days from purchase will not be processed.

RELATIONS WITH STUDENTS

Employees of BCS are expected to maintain professional boundaries with students at all times. Sharing personal information—such as home addresses, phone numbers, social media accounts, or personal life details—is strictly prohibited. Doing so may compromise student safety and privacy and can blur the lines of an appropriate student-staff relationship. Any violation of this expectation may result in disciplinary action, up to and including termination. If personal matters are affecting an employee's well-being or performance, they are encouraged to seek support from a counselor, administrator, trusted colleague, or a licensed professional.

Profanity on campus is never acceptable, nor are any put-downs, overly sarcastic remarks, derogatory statements directed at students, or disclosure of confidential student information to other students. Staff should, whenever possible, manage student misconduct in private, not in front of a class or their peers.

SAFETY

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

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

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

Failure to comply with or enforce the School Safety Plan, health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting:

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

Reporting Fires and Emergencies:

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911 (please refer to the School Safety Plan for additional information).

SCHOOL WIDE EXPECTATIONS

- All TK-8 students must be Leaders, using the Leader in Me curriculum.
- Students may not wear hoodies over their head inside the classroom. Hats are not allowed to be worn indoors.
- Students must sign out on the restroom log to leave class during instructional time. Only one student at a time may be allowed to use the restroom. This includes PE. Logs will be collected weekly.

All classrooms will promote "SLANT Your Way to Better Grades!"

S = Sit in Front	If given the choice, sit in the front of the classroom. You will be more apt to pay attention. You can interact more easily in discussions, and focus on the teacher.
L = Lean forward	You will appear more interested and ready to learn. Remember to sit up straight-no slouching!
A = Ask Questions	Ask meaningful , higher level questions about class activities, discussions, lectures, and the class work. Often, one student's question can help many others understand the lesson. Students' questions help teachers know how well the lesson is going.

N =Nod your Head	When the teacher looks at you he/she will know that you understand, you are paying attention, and you are actively listening.
T = Think and Talk to the Teacher	Think about what is being said. Advocate for yourself by taking time to talk to your teacher. Greet the teacher, give the teacher feedback, and/or ask questions.

- Student numbers assign each student the same number for accountability purposes, such as textbooks, netbooks, computers, fire drills, etc.
- Infinite Campus and email should be used for discipline and parent communication

- Integrate WRITING into all core content areas, including math
- "Productive Group Work" focus on academic talk
- Morning Routines: flag salute, school-wide announcements, Morning Meetings
- Student Data Portfolios kept by the teacher
- Student Led Conferences may be used in some classrooms

SECURING YOUR ROOM/OFFICE

Any time a staff member leaves their classroom or office, you must be sure to secure all doors and windows in your room. Valuable equipment, such as netbooks, calculators, computers, printers, iPads, etc. must always be in a secure area. Any *theft or suspicion of theft* must be reported immediately.

If you have trouble with locks on doors or windows, report your concerns to the Office immediately.

SECURITY PROTOCOLS

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

SPECIAL CLASS ACTIVITIES

Teachers are encouraged to bring the community to students via appropriate use of outside speakers, Internet technology, and field trips. While each of these may open new vistas to students, they also require careful planning and scrutiny in order to ensure high quality, suitability for our students, and a <u>direct relationship to the course curriculum</u>.

The use of outside speakers is encouraged. However, **the Principal must approve speakers and their topics in advance**. Provisions of the Education code (9451-8455) concerning prohibited instruction must be strictly enforced.

Because of this, teachers are to use the following guidelines in integrating these kinds of activities into instruction

Visitors/Guest Speakers:

If you are expecting a guest on campus (speaker, former student, attendees at a meeting you are conducting, etc.) you must inform the office, so that they can direct the guest to the proper location. All visitors must check in through the main office, must sign in, and must wear an identification badge while on campus.

Videos:

Class time is very limited. Instead, teachers are encouraged to show small clips from educationally sound videos, in order to illustrate or clarify important themes.

The materials must be relevant to the curriculum and appropriate for the students being taught.

The materials must be thoroughly reviewed by the teacher prior to their use.

Teachers may show videos with G or PG rating. Any videos with PG-13 require permission from the Principal and parent/guardian. Email the Principal for approval prior to showing the video.

Parents/guardians will be notified in writing of the intended use of these materials and given the opportunity to exclude their child from the presentation (Education Code 51240). Attention will not be called to students whose parents/guardians have excluded them from a presentation. These students will receive an alternate assignment to be completed in a place outside the setting where these materials are being shown.

Instruction in Human Reproduction:

Parents must be given the opportunity to review any printed material, videos, or other instructional aides which may be used in teaching about human reproduction and sexuality. Generally, these materials are made available to the parents. Before beginning any instruction in the area of human reproduction, teachers must give parents the opportunity to request that their child be excused from that instruction.

If a parent does not wish the student to participate, the student must be sent to the library (or another class) with alternate assignments to be completed during that time. Credit for the alternate assignments must be equal to that which the student would have earned by completing the human reproduction work.

Religious Beliefs, Customs, and Holiday Observances:

Students should have opportunities to discuss controversial issues which have political, social, or economic significance and which the student is mature enough to investigate and address. The study of a controversial issue should help students learn how to gather and organize pertinent facts, discriminate between fact and fiction, draw intelligent conclusions, and respect the opinions of others.

BCS expects teachers to exercise caution and discretion when deciding whether or not a particular issue is suitable for study or discussion in any particular class. Teachers should not spend class time on any topic that they feel is not suitable for the class or related to the established course of study. The Principal shall have the authority to approve controversial issues and determine whether proper administrative procedures are being followed.

BCS also expects teachers to ensure that all sides of a controversial issue are impartially presented with adequate and appropriate factual information. Without promoting any partisan point of view, the teacher should help students' separate fact from opinion and warn students against drawing conclusions from insufficient data. The teacher shall not suppress any student's view on the issue as long as its expression is not malicious or abusive toward others.

Teachers sponsoring guest speakers shall either ask them not to use their position or influence on students to forward their own religious, political, economic, or social views, or shall take active steps to neutralize whatever bias has been presented.

STAFF MEETINGS AND COLLABORATION TIME

SYNERGIZE: BCS is committed to all staff working together and synergizing. Each teacher is expected to

actively participate in staff meetings as scheduled, as well as other meetings as needed. Since BCS is a small charter school, ALL teachers must take the initiative to wear multiple hats: serve on committees, organize events inside and outside the school day, reach out to support each other, and advocate for BCS in a positive way.

STUDENT PERFORMANCE EXPECTATIONS

It is important that students and their parents know exactly what you expect in the areas of academic performance and behavior. Your grading policy and grading scale should be clearly explained. Your expectations should be spelled out in writing and should be distributed to parents and students. A copy should be given to the Principal. Teachers, counselors, administrators, and classified staff work together to ensure that every student is treated in a fair and consistent manner. The ultimate goal of our student behavior policy is to bring about positive changes in student behavior needed to ensure student success, both academically and personally. All teachers will follow the School-wide Discipline Plan.

Well-organized lesson plans, which are related to clear learning targets and high levels of student engagement, are basic to effective discipline in the classroom. Staff should address discipline problems as they arise. Ignoring problems in the hope they will resolve themselves is invariably a mistake.

Tips on Behavior Management:

- Always require students to be respectful to you and to other students. Treat them with respect in return. Generally, you will receive from your students what you give to them.
- Deserve your students' respect.
- Greet them at the door every day by name.
- Gain the attention of the class.
- Make the connection clear between learning targets and work assigned to the class. Vary
 activities frequently, but be sure students understand the connection between activities within a
 period and the connection between activities and the learning targets.
- Circulate about the room during the entire class period. Make personal contact with every student. Be engaged in what they are doing. Refrain from sitting at your desk or computer station.
- Address inappropriate behavior immediately in a calm and non-confrontational manner.
- Follow the School-wide Discipline Plan.

STUDENT SAFETY

You must understand you are responsible for ensuring the safety of any student under your supervision at all times. Familiarize yourself with the procedures, evacuation routes, and your responsibilities outlined in the School Safety Plan. All visitors must sign in and get a visitor's badge.

All chemicals in your classroom must be in containers which are accurately labeled.

If there's a medical emergency in your classroom and the student is unable to walk to the nurse's office, you should phone the Office immediately for assistance.

If the ill/injured student is able to walk to the Health Clerk's office, **always** send another student with him/her. **Do not allow the ill/injured student to leave your classroom without an escort.**

SUBSTITUTE REQUESTS

For Certificated Staff

Please adhere to the following protocols when requesting a substitute.

If out ill or Personal Business:

- Each **teacher** is to call in a substitute via *Frontline*
- Call and email the Attendance Clerk with your substitute's full name and phone number
- To avoid last minute scheduling, please notify the Office as soon as reasonably possible.

If out for Professional Development:

- Must get prior approval to attend from Principal
- The Office will procure the substitute.

For Classified Staff

- Please notify the Office/Principal as soon as reasonably possible.
- E-mail Principal and Office information re: absence

Be Kind to Your Sub!

Teachers and staff are responsible for seeing that appropriate plans are made for your classes to carry on in your absence. The following checklist should help you plan so that your classes and your substitutes will function productively in your absence.

- Always have appropriate emergency plans prepared for at least five (5) days. In the event of a true
 emergency in which no time is available to develop adequate plans that provide for continuity of
 the regular assignment, these plans can be invaluable. *Update* these plans regularly. Make sure
 the office has the location of your Emergency Plans at the beginning of the school year.
- Leave lesson plans that will enable the substitute to carry on with mastery of standards and assignments. Substitutes will generally look for these plans *on top of your desk*. I
- Leave up-to-date seating charts and roll book. It also helps the sub if you leave names of especially reliable students who can be counted on for accurate information regarding class activities and, conversely, names of students who might require special instructions because of academic or behavioral problems.
- Place teacher's editions and answer sheets where they can be easily found. Include any notations that will help the sub.
- Leave enough supplementary work to keep students engaged during the entire period/day.

SUPERVISION

Students are to be under the direct supervision of a member of the staff at all times while in school or while attending a school directed activity. For this reason, staff members are assigned to supervise in various areas around the school throughout the day. Staff members are required to be prompt in reporting to their supervision posts and to remain there until times designated on the assignment form. It is important that supervision assignments be covered each day assigned and for the entire period of the assignment.

During supervision, please be alert for:

- Inappropriate behavior
- Bullying
- Fighting or potential confrontation

A FEW IDEAS:

- Provide positive reinforcement for good behavior. "Nothing improves my hearing like praise."
- Be attentive to students and circulate while supervising.
- Speak firmly, yet kindly to students.
- Remove a student from a group to discuss a problem.
- Assist frustrated students.
- Observe and report signs of developing problems.
- If a problem persists, refer student to the Office
- Do not hit or grab a student for any reason other than to prevent him/her from physical harm or causing physical harm.
- Use student names when possible otherwise use general terms. (Be careful of words like "boy" and do not use derogatory comments like "jerk" or "idiot.")

Morning Duty:

Duty starts at 7:30 a.m. and ends at 7:55am, in order to allow teachers sufficient time to set up. Staff must report to the assigned duty designated area on time and have a radio with them. Staff should not have a cell phone during supervision. **This is a time for you to circulate and supervise students.** It is crucial that everyone does their part in securing student safety at all times.

Dismissal:

Dismiss students enrolled in the After-School Program to the flagpole area for check-in. Walk remaining students to the designated area in a single-file line. Be sure to have your radio tuned to channel 1 with you. Remain with your students in line until all of your students are picked up or until 2:35pm. Escort any remaining students to the supervisors at the Rec Center. Students will stay in line until their parents pick them up or they are dismissed to the Rec Center. Remind students to watch for parents and listen on the radio for calls to send them to the gate.

TELEPHONES

School telephones are to be used for school-related business. Any calls of a personal nature should be limited. Students should use school phones only in an emergency, and their calls should be monitored by a staff member.

TUBERCULOSIS TESTING

All employees will be required to undergo TB examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. TB examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant. Food handlers will be required to have annual TB exams. Documentation of employee and volunteer compliance with TB exams will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

WEBSITE

The BCS website can be accessed at https://www.baronaindiancharterschool.com. Staff members may submit announcements, articles, photos, etc. to the School Secretary who will contact the webmaster. For safety of our students, we adhere to the following guidelines:

- Students' last names are never put on the website.
- Students are referred to by a first name only.
- A student's name is never put on the page with his/her photo.
- Student work is published with students/parent permission only.

WHISTLEBLOWER POLICY

BCS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action.

WORK SCHEDULE

Office hours are normally 7:30am – 3:00pm Monday through Friday. While the school day ends at 1:30pm for students on Fridays, Teachers are expected to use this as collaboration time. Classified Staff hours vary by contract. All staff are expected to attend scheduled Staff Meetings and Leader in Me meetings.

Meal Periods:

Employees are provided with at least a thirty five (35) minute meal period, to be taken approximately in the middle of the workday. The Principal should be aware of and approve your scheduled meal and rest periods.

You are expected to observe your assigned working hours and the time allowed for meal and rest periods. Do not leave the premises during your rest period and do not take more than fifteen (15) minutes for each rest period.

Attendance and Tardiness:

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

If you find it necessary to be absent or late, you are expected to telephone the front office or the Principal as soon as possible but no later than one-half hour before the start of the workday. If you are absent from work longer than one day, you are expected to keep the Principal sufficiently informed of your situation. As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Principal will be considered a voluntary resignation from employment.

Time Cards/Records:

By law, the School is obligated to keep accurate records of the time worked by non-exempt employees. The Payroll sheet indicates when the employee arrived and when the employee departed. All classified employees must notify the Office for late arrival and early departure, along with absences like doctor or dentist appointments. All employees are required to keep the Office advised of their departures from and returns to the school premises during the workday.

The Principal must give prior approval for any overtime or extended hours.

AMENDMENT TO SCHOOL OPERATIONS AND EMPLOYEE HANDBOOK

For all employees, the following applies:

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

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

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

APPENDIX A

HARASSMENT COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment. This form is provided for you to report what you believe to be harassment, so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment. If you are an employee of the School, you may file this form with the Principal.

Please review the School's policies concerning harassment for a definition of harassment and a description of the types of conduct that are considered to be harassment.

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

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

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

Date:

Your Name:

Date of Alleged Incident(s):		
Name of Person(s) you believe sexually hara	assed you or someone else:	
List any witnesses that were present:		
Where did the incident(s) occur?		
Please describe the events or conduct that a possible (i.e., specific statements; what, if ar do to avoid the situation, etc.) (Attach addition)	ny, physical contact was involved;	•
I acknowledge that I have read and that I und the information I have provided as it finds ne		•
I hereby certify that the information I have promy knowledge and belief.	ovided in this complaint is true an	d correct and complete to the best of
Signature of Complainant:	Date:	
Print Name	Received by:	Date:

APPENDIX B

COMPLAINT FORM

Your Name:	Date:
Date of Alleged Incident(s):	
Name of Person(s) you have a complaint against:	
List any witnesses that were present:	
Where did the incident(s) occur?	
Please describe the events or conduct that are the basis of detail as possible (i.e., specific statements; what, if any, p statements; what did you do to avoid the situation, etc.) (A	hysical contact was involved; any verbal
I hereby authorize the School to disclose the information its investigation. I hereby certify that the information I hav and complete to the best of my knowledge and belief. I fur regard could result in disciplinary action up to and including	e provided in this complaint is true and correct ther understand providing false information in this
Signature of Complainant	Date
Print Name	_
Received by:	Date:

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ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AN THIS STATEMENT TO THE PRINCIPAL.	D SUBMIT A SIGNED COPY OF
EMPLOYEE NAME:	
I ACKNOWLEDGE that I have received a copy of the understood the contents of the Handbook, and I agree procedures. I understand the procedures in this Hamployment is based on my individual Contract. I have appropriately any questions I might have about the policies in the responsibility to read and familiarize myself with the the Handbook.	ree to abide by its directions and ndbook are general procedures. My ave been given the opportunity to ask Handbook. I understand that it is my
I understand that other than the Governing Board, any agreement, express or implied, for employment make any agreement for employment other than at to make any such agreement and then only in writing	t for any specific period of time, or to-will; only the Board has the authority
Employee's Signature:	Date:

Please sign/date, tear out, and return to the Administrative Assistant

Barona Charter School Certificated Employees Salary Schedule

Effective July 1, 2025

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E
STEP	<u>BA</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + MA</u>	BA + EdD
1	58,000	58,000	58,000	58,000	60,900
2	58,000	58,000	58,000	59,740	62,727
3	58,000	58,000	59,740	61,532	64,609
4	58,000	58,000	61,532	63,378	66,547
5	58,000	59,740	63,378	65,280	68,543
6	58,000	61,532	65,280	67,238	70,600
7		63,378	67,238	69,255	72,718
8		65,280	69,255	71,333	74,899
9			71,333	73,473	77,146
10			73,473	75,677	79,461
11				77,947	81,845
12				80,286	84,300
13				82,694	86,829
14				85,175	89,434
15				87,730	92,117
16				90,362	94,880
17				93,073	97,727
18				95,865	100,658
19				98,741	103,678
20				101,703	106,789
21				101,703	106,789
22				104,754	109,992
23				104,754	109,992
24				107,897	113,292
25				107,897	113,292
26				111,134	116,691
27				111,134	116,691

- 1. An additional stipend of \$775 annually will be paid to those employees who have a Master's Degree.
- 2. An additional stipend of \$5,150 annually will be paid to Teaching Assistant Principals or SPED Directors.
- 3. Steps do not necessarily correspond to years of service.
- 4. An additional stipend of \$1500 annually will be paid to Induction Mentor Teachers.
- 5. An additional stipend of \$1,000 annually to be paid to an Assessment Coordinator.
- 6. An additional stipend of \$350 annually will be paid to Head Teacher.
- 7. An hourly rate of \$35.76/hr. will be paid to certificated staff for work performed outside of contracted time.

Board Approved:

Barona Charter School

Psychologist Salary Schedule Effective July 1, 2025

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E
STEP	<u>BA</u>	<u>BA + 15</u>	BA + 30	BA + MA	BA + EdD
1	62,060	62,060	62,060	62,060	65,163
2	62,060	62,060	62,060	63,922	67,118
3	62,060	62,060	63,922	65,839	69,131
4	62,060	62,060	65,839	67,815	71,205
5	62,060	63,922	67,815	69,849	73,342
6	62,060	65,839	69,849	71,945	75,542
7		67,815	71,945	74,103	77,808
8		69,849	74,103	76,326	80,142
9			76,326	78,616	82,547
10			78,616	80,974	85,023
11				83,403	87,574
12				85,906	90,201
13				88,483	92,907
14				91,137	95,694
15				93,871	98,565
16				96,687	101,522
17				99,588	104,567
18				102,576	107,705
19				105,653	110,936
20				108,823	114,264
21				108,822	114,264
22				112,087	117,691
23				112,087	117,691
24				115,450	121,222
25				115,450	121,222
26				118,913	124,859
27				118,913	124,859

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- 2. An additional stipend of \$5,150 annually will be paid to Teaching Assistant Principals or SPED Directors.
- 3. Steps do not necessarily correspond to years of service.
- 4. An additional stipend of \$1500 annually will be paid to Induction Mentor Teachers.
- 5. An additional stipend of \$1,000 annually to be paid to an Assessment Coordinator. (DRA, NWEA, CAASPP)
- 6. An additional stipend of \$350 annually will be paid to Head Teacher.
- 7. An hourly rate of \$35.76/hr. will be paid to certificated staff for work performed outside of contracted time.

Barona Indian Charter School

Nurse, School Counselor, Speech Language Pathologist Salary Schedule Effective July 1, 2025

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E
STEP	<u>BA</u>	<u>BA + 15</u>	BA + 30	BA + MA	BA + EdD
1	60,900	60,900	60,900	60,900	63,945
2	60,900	60,900	60,900	62,727	65,863
3	60,900	60,900	62,727	64,609	67,839
4	60,900	60,900	64,609	66,547	69,874
5	60,900	62,727	66,547	68,543	71,971
6	60,900	64,609	68,543	70,600	74,130
7		66,547	70,600	72,718	76,354
8		68,543	72,718	74,899	78,644
9			74,899	77,146	81,004
10			77,146	79,461	83,434
11				81,845	85,937
12				84,300	88,515
13				86,829	91,170
14				89,434	93,905
15				92,117	96,723
16				94,880	99,624
17				97,727	102,613
18				100,658	105,691
19				103,678	108,862
20				106,788	112,128
21				106,788	112,128
22				109,992	115,492
23				109,992	115,492
24				113,292	118,957
25				113,292	118,957
26				116,691	122,526
27				116,691	122,526

- 1. An additional stipend of \$775 annually will be paid to those employees who have a Master's Degree.
- 2. An additional stipend of \$5,150 annually will be paid to Teaching Assistant Principals or SPED Directors.
- 3. Steps do not necessarily correspond to years of service.
- 4. An additional stipend of \$1500 annually will be paid to Induction Mentor Teachers.
- 5. An additional stipend of \$1,000 annually to be paid to an Assessment Coordinator. (DRA, NWEA, CAASPP)
- 6. An additional stipend of \$350 annually will be paid to Head Teacher.
- 7. An hourly rate of \$35.76/hr. will be paid to certificated staff for work performed outside of contracted time.

Board Approved:		
Dodia / ippi o roa.		

Barona Charter School 2025-26 Classified Salary Schedule Effective July 1, 2025

	Inst. Asst./CSS	Para Educator	Clerical
STEP	HOURLY	HOURLY	HOURLY
1	18.25	19.16	20.12
2	18.34	19.64	20.62
3	18.80	20.13	21.14
3	19.27	20.64	21.67
4	19.75	21.15	22.21
5	20.25	21.68	22.76
6	20.75	22.22	23.33
7	21.27	22.78	23.92
8	21.80	23.35	24.52
9	22.35	23.93	25.13
10	22.91	24.53	25.76
11	23.48	25.14	26.40
12	24.07	25.77	27.06
13	24.67	26.42	27.74
14	25.28	27.08	28.43
15	25.92	27.75	29.14
16	26.56	28.45	29.87
17	27.23	29.16	30.62
18	27.91	29.89	31.38
19	28.61	30.63	32.17
20	29.32	31.40	32.97
21	30.05	32.18	33.79
22	30.81	32.99	34.64
23	31.58	33.81	35.51
24	32.37	34.66	36.39
25	33.17	35.53	37.30
26	34.00	36.41	38.24
27	34.85	37.32	39.19
28	35.73	38.26	40.17
29	36.62	39.21	41.17

STEP INCREASES:

All employees shall progress one step annually on July

Governing Board Approved on

LEASE

This Agreement is entered into between the Barona Band of Mission Indians ("Tribe") and Barona Indian Charter School, Inc. ("School") for use of the facilities described in this Agreement.

1. Term

This Agreement shall be in effect for one year, beginning July 1, 2025, unless terminated by either party.

2. Premises

The premises leased shall be as indicated in Exhibit A. School agrees to use the leased premises solely for the purpose of operating a K-8 charter school and for no other purpose without the express written consent of the Barona Tribal Council.

3. Fee

The fee for the leased premises shall be \$107,800 per year, payable quarterly in advance, which includes routine cleaning and maintenance of the premises.

4. Equipment

Unless School receives Tribal Council approval, School shall remove all equipment, and other personal property, at its sole expense, upon the termination of this Agreement. Any property left on the leased premises at the time of termination shall become the property of Tribe.

5. Notices

Any notice or payment required to be given must be made by personal delivery or any form of mail that provides a receipt to the sender. Unless written consent is received otherwise, notices will be effective upon receipt.

All notices required or desired to be given hereunder shall be addressed to the parties at their respective addresses set forth below, unless a different address has been designated in writing:

Tribe: Tribal Chairperson

Barona Band of Mission Indians

1095 Barona Rd. Lakeside, CA 92040

School: Board of Directors Chairperson

Barona Indian Charter School, Inc.

1095 Barona Rd. Lakeside, CA 92040

6. Amendments
Any amendments to this agreement must be in writing and approved by the Barona Tribal Council.
Tribe
Barona Band of Mission Indians
Raymond Welch
Chairman
School
Barona Indian Charter School, Inc.

Tawnya Phoenix Vice-Chairperson