

Revised June 2023
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| 1. Mission Driven <br> 2. Customer Focused <br> 3. Data Informed <br> 4. Solution Designers <br> 5. Relationship Centric <br> 6. Continuously Learning <br> 7. Why We're in Business... |  |  |
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| EXPLAINED: THE 7 TENETS OF MC² |  |  |
| 1. Mission <br> Our mission is to aggressively advance $\mathrm{K}-12$ public education through continuously designing student growth and a culture of engagement, inclusivity and equality. | $2 \begin{aligned} & \text { customer } \\ & \text { FOCUSED }\end{aligned}$ <br> Our customers are: <br> - Students <br> - Parents <br> - Family members <br> - Schools district and counselor partners | 3. DATA INFORMED <br> We measure performance by: <br> - Consistently using data to <br> meet goals and objectives <br> - Combining data analysis with improve and develop new <br> solutions <br> - Applying data informed processes to continuously improve what we deliver to the customer |
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7 = rememberwhrwerennuusinss.-
We're in business because of trust and choice - not because students are assigned to our schools We re in business because of trust and choice - not because students are assigned to our schools
based on where they live. We work to earn that trust through every single interaction, every single day.

Students always come first. Easy to say, but more important to do. Our focus on doing, rather than just saying, has led to year over year academic growth, enrollment growth, and student satisfaction growth.

## I. Introduction

This Handbook summarizes the Method Schools' (hereinafter referred to as "School" or "Company") personnel policies applicable to all employees. Please review these policies carefully. If you have any questions about the policies outlined in this Handbook, or if you have any other personnel related questions, whether related to policies specifically addressed in this Handbook, please consult the CoFounders, Executive Director, or HR Department. This Handbook is intended only as a guide to the School's personnel policies, outlining and highlighting those policies and practices. It is not, therefore, intended to create any expectations of continued employment, or an employment contract, express or implied. Additionally, personal integrity, good judgment, and strict ethical standards shall always be practiced in all aspects of workplace behavior. This Handbook supersedes any previously issued handbooks, policies, benefit statements and/or memoranda, whether written or verbal, including those that are inconsistent with the policies described herein. With the exception of the at-will employment status of its employees, the School reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice (including, but not limited to, areas involving hiring policies and procedures, general workplace policies, hours of work, overtime and attendance, standards of conduct, employee benefits, employment evaluation and separation) with or without notice to you. Only the Co-Founders and/or current Executive Director may alter the at-will employment status of any of its employees. Once you have reviewed this Handbook, please sign the employee acknowledgment form at the end of this Handbook. This signed acknowledgment demonstrates to the School that you have read, understand and agree to comply with the policies outlined in the Handbook.

## II. Hiring Policies and Procedures

## A. At Will Employment

The School is an at-will employer. This Handbook does not in any way reflect a modification to this policy and does not reflect a contract of employment, either express or implied, between you and the School. Accordingly, either you or the School may terminate this relationship at any time, for any reason, with or without cause, and with or without prior notice.
Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to any employee in connection with his/her employment shall require the School to have "cause" or reason to terminate an employee or otherwise restrict the School's right to terminate an employee at any time for any reason. No School representative is authorized to modify this policy for any employee, unless in writing, signed by both the Co- Founders and/or current Executive Director and approved in writing by the Board of Directors.
Nothing contained in this Handbook, the employment application, School memoranda or other materials provided to any employee in connection with his/her employment, other than a signed, approved employment contract, shall require the School to have "cause" or reason to terminate an employee or otherwise restrict the School's right to terminate an employee at any time for any reason. No School representative is authorized to modify this policy for any employee, unless in writing, signed by both the Co-Founders and/or current Executive AND approved in writing by the Board of Directors.

## B. Equal Employment Opportunity Policy

The School is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunities to all qualified individuals without regard to race, creed, color, religion, national origin, ethnicity, ancestry, sex, sexual orientation, age, physical or mental disability,
genetic information, gender identity and expression, gender related appearance and behavior, marital status, citizenship status, medical condition, or any other legally protected status. This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees. Furthermore, the School prohibits all unlawful discrimination against any employee or applicant for employment in its programs or activities based on race, color, religion, sex, gender, ethnic group identification, age, national origin, ancestry, genetic characteristics, mental or physical disability, marital status, sexual orientation or other category protected by law. 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. In order to perform the essential functions of the job, any applicant or employee requiring an accommodation should contact Co-Founders and/or current Executive and request such an accommodation.

## C. Fair Employment and Housing Act

The Fair Employment and Housing Act (FEHA) prohibits discrimination of an applicant or employee based on the following protections: race, color, ancestry, national origin, religion, creed, age (over 40), disability (mental and physical), sex, gender,(including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military and veteran status. If you believe prohibited discrimination has occurred, please contact your direct supervisor or Co- Founders and/or current Executive immediately. Reports will be investigated and appropriate corrective action will be taken.

## D. Immigration Compliance

The School does not discriminate against any individual because of his or her national origin, citizenship, or intent to become a US citizen, in compliance with the Immigration Reform and Control Act of 1986. It is, however, the policy of the School to only employ those individuals that are authorized to work in the United States. In furtherance thereof, the School requires each prospective employee to provide documents verifying his or her identity and authorization to be legally employed in the United States. The employee will also be required to sign a legal verification attesting to her/his authorization to be legally employed in the United States.

## E. Employee Classification

The School's employees are classified in the following categories: Exempt, non-exempt, and full-time, part-time or temporary. Exempt: Exempt employees are those employees with job assignments that meet exemption tests under state and federal law making them exempt from overtime pay requirements. Exempt employees are compensated on a salary basis, not pursuant to overtime pay requirements. Non-Exempt: Non-exempt employees are those employees with job assignments that do not meet exemption tests under state or federal law. Thus, these employees are paid overtime wages for overtime worked in accordance with the law. Full Time: Full time employees are those employees who are scheduled to work 40 hours in a week. Part Time: Part time employees are those employees who are scheduled to work less than 40 hours in a week. Temporary: Temporary employees are those employees who are hired for a limited time period, or for a specific project, and usually are not employed more than 1 month.

Independent Contractors: Independent contractors are not employees of the School. Rather, independent contractors are free from control and direction of the School in connection with
performance of work; contractor performs work outside the usual School's business operations; contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as work performed.
Part time employees working less than 30 hours per week, and temporary employees are not entitled to benefits provided by the School. Independent contractors, consultants and leased employees (i.e., those working for an employment agency) are not employees of the School and are not eligible for benefits provided by the School.
If you have any questions about your classification, please consult with Co-Founders and/or current Executive Director.

## F. Relationships Between Employees

While the School's policies do not permit discrimination based on an individual's marital status, the individual's relations to another School employee or his or her lawful off duty conduct, some situations can create conflicts of interest requiring the School to take the employee's relationship with another employee into account. An employee should not be in a supervisory role with another employee who is a relative (i.e., sibling, parent, spouse, domestic partner, etc.). Supervisors should avoid situations that result in actual or perceived conflicts of interest with supervised employees and situations of favoritism. A supervisor should avoid forming special social relationships or dating employees under his or her direct supervision, or with other employees that would create actual or perceived conflicts of interest and situations of favoritism. If such relationship arises,
both employees shall notify the School so that appropriate measures can be taken to prevent conflicts of interest or favoritism. The School reserves the right to take appropriate action if employee relationships interfere with the safety, morale or security of the School, or if the relationships create an actual or perceived conflict of interest or favoritism.

## G. Certification and Licensure of Instructional Staff

Each of the School's core academic teachers is required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold. Paraprofessional staff may also be required to document that they meet federal requirements for paraprofessional staff. It is the responsibility and a condition of continued employment of all instructional staff, including teachers and paraprofessionals to maintain and keep current such certificates, permits or other documentation and provide to the HR team no later than the close of business on the first day the employee reports for duty. If an instructional staff employee believes that he or she is assigned to teach in a subject in which he or she does not have subject matter competence, the employee should immediately report the same to the Executive Director. Staff who are required to meet these state and federal certification, expertise, and related requirements must maintain such qualifications as a condition of employment at the School. Nothing in this section is intended to alter that at-will status of the employee's employment.

## H. Tuberculosis Testing

Except for employees transferring from other schools, no person shall be employed by the School unless the employee has submitted proof of an examination within the past 60 days that the employee is free of active tuberculosis. Employees transferring from other public or private schools within the State of California must either provide proof of an examination within the previous 60 days or a certification showing that he or she was examined within the past four years and was found to be free of communicable tuberculosis. It is also acceptable practice for the employee's previous school employer to verify that it has a certificate on file that contains the showing that the employee was examined within the past four years and was found to be free of communicable tuberculosis.

The tuberculosis test shall consist of an approved intradermal tuberculin test, which if positive shall be followed by an X-ray of the lungs.
All employees shall be required to undergo the foregoing examination at least once every four (4) years, excepting "food handlers" who shall be examined annually. After such examination, each employee shall cause to be on file with the School a certificate from the examining physician showing the employee was examined and found free from active tuberculosis.
The examination for applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant. However, the cost of the examination shall be a reimbursable expense. Employees should follow the School's reimbursement procedures. The County Health Department may provide skin testing to employees at regular intervals at no cost to the employee. The availability of this testing may be announced by the School.

## J. Criminal Background Checks

As a condition of employment, the School requires all applicants for employment to submit two sets of fingerprints to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and Federal Bureau of Investigation. The School will not employ a person who has been convicted of a violent or serious felony or a person who would be prohibited from employment by a public school district because of his or her conviction for any crime, unless an applicable exception applies. The School will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. The School shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification.

## III. General Workplace Policies

A. Prohibition of Harassment/Discrimination and Protection Against Retaliation 1.Policy

The School is committed to providing a workplace and educational environment free of sexual harassment, as well as harassment and discrimination based on such factors as race, religion, creed, color, ethnicity, national origin, ancestry, age, medical condition, genetic information, gender identity and expression, gender related appearance and behavior, marital status, sex, sexual orientation, citizenship status, disability, military and veteran status, status as a victim of the crimes enumerated in Labor Code section 230.5, or any other category protected by law. The School will not condone or tolerate harassment or discrimination of any type by any employee, whether supervisory or co-employee, against an employee, third party vendor or student. The School also does not condone or tolerate harassment of its employees by any third parties or students. The School will promptly and thoroughly investigate any complaint
of harassment or discrimination and take appropriate corrective action, if warranted The School will take all reasonable steps to prevent discrimination and unlawful harassment from occurring. Sexual or other unlawful harassment in employment violates the School's policy and is prohibited under Title VII of the Civil Rights Act and the California Fair Employment and Housing Act.

## 2.Definition of Harassment

Harassment includes verbal, physical or visual conduct that creates an intimidating, offensive or hostile working or educational environment or that unreasonably interferes with job performance. Verbal harassment includes, but is not limited to, epithets, derogatory comments or slurs based on a protected category.

Physical harassment includes, but is not limited to, assault, impeding or blocking movement or any physical interference with normal work or movement, when directed at a legally protected individual. Visual harassment includes, but is not limited to, derogatory posters, cartoons or drawings on a basis protected by law.

## 3.Definition of Sexual Harassment

Federal law defines sexual harassment as unwelcome sexual conduct that is a term or condition of employment. The Equal Employment Opportunity Commission's Guidelines define two types of sexual harassment: "quid pro quo" and "hostile environment." "Unwelcome" sexual conduct constitutes sexual harassment when "submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment." "Quid pro quo harassment" occurs when "submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals." A "hostile environment" claim for harassment occurs when discrimination based on sex has created a hostile or abusive work environment.
California law defines unlawful sexual harassment in largely the same ways. Sexual harassment occurs where a term of employment (i.e., compensation or in terms, conditions or privileges of employment), academic status or progress (i.e., a student's grades or promotion to the next grade is explicitly or implicitly conditioned upon submission to unwelcome sexual advances, as more fully described below. Sexual harassment also occurs where the submission to, or rejection of, the conduct by the individual is used as the basis of academic or employment decisions affecting the individual. Additionally, sexual harassment occurs where harassment (unwanted sexual advances, visual, verbal or physical conduct of a sexual nature) is sufficiently severe, persistent, pervasive or objectively offensive so as to alter the conditions of employment and create an abusive or hostile educational or working environment or to limit the individual's ability to participate in or benefit from an education program or activity.
Sexual harassment occurs where the conduct has the purpose or effect of having a negative impact on the individual's academic performance, work or progress or has the purpose or effect of creating an intimidating, hostile, or offensive educational or working environment. Finally, sexual harassment occurs where
submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs or activities available at or through the School.
The educational environment includes, but is not limited to, the School's campus or grounds, the properties controlled or owned by the School and off-campus, if such activity is School sponsored or is conducted by organizations sponsored by or under the jurisdiction of the School. 5 C.C.R. § 4916(e).
The following are examples of offensive behavior:
-Unwanted sexual advances, flirtations, touching or requests for sexual favors

- Verbal abuse of a sexual nature
-Graphic or suggestive comments about dress or body and the sexual uses to which it could be put -Unwarranted graphic discussion of sexual acts
- Sexually degrading words
-Suggestive or obscene letters, notes or invitations;
-Verbal harassment including, but not limited to, unwelcome epithets, jokes, derogatory comments, or slurs of a sexual nature, or sexually degrading words used to describe a person
-Physical harassment including, but not limited to, assault, impeding or blocking movement or any physical interference with normal work or school activities or movement, when done because of your sex
-Visual harassment including, but not limited to, leering, making sexual or obscene gestures, displaying sexually explicit or derogatory posters, cartoons or drawings, or computer-generated images of a sexual nature
-Making or threatening retaliatory action after receiving a negative response to sexual advances.


## 3.What to do if Sexual or Other Unlawful Harassment Occurs Internal Procedures:

School Level Investigation: Each employee has the responsibility to maintain a work place and educational environment free from any form of sexual or other unlawful harassment. Consequently, should Co-Founders or supervisors become aware of any conduct that may constitute sexual harassment, discrimination or other prohibited behavior, immediate action will be taken to address and remediate such conduct. Any employee who has experienced or is aware of a situation that is believed to be sexually or otherwise unlawfully harassing has a responsibility to report the situation immediately to Tracy Robertson or Jade Fernandez at 951-461-4620. A Harassment Complaint Form may be obtained from Jessica Spallino. A prompt investigation will take place and appropriate corrective action will take place where warranted. Complaints will be handled as discreetly as possible, consistent with the need to investigate effectively and promptly resolve the matter.
If an employee has a complaint regarding an alleged violation of federal or state law or regulations governing educational programs (including but not limited to Consolidated Categorical Aid Programs, Migrant Education, Special Education Programs), including allegations of unlawful discrimination not involving employment, the employee should utilize the Uniform Complaint Procedure adopted by the School.
Any employee found to have participated in improper harassment or discrimination will be subject to disciplinary action, up to and including possible dismissal.

External Procedures: Filing a Complaint with the Department.
Employees or job applicants who believe that they have experienced unlawful employment discrimination may file a complaint directly with the Department. The Department serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes. If the Department finds sufficient evidence to establish discrimination occurred and settlement efforts fail, the Department may file a formal accusation.
Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed with the Department and a Right to Sue Notice has been issued. For more information, contact the Department toll free at (800) 884-1684, in the Sacramento area and out of state at (916) 227-0551 or visit its website at www.dfeh.ca.gov. To contact the nearest field office of the Equal Employment Opportunity Commission ("EEOC"), call 1-800-669-4000. You should be aware that state and federal law provide time limits within which complaints must be filed.
Contact the relevant agency to determine the applicable time limit.

## 5.Retaliation Policy

It is in violation of the School's policy for the School or any employee to demote, suspend, reduce, fail to hire or consider for hire, fail to give equal consideration in making employment decisions, fail to
treat impartially in the context of any recommendations for subsequent employment that the School may make, adversely affect working conditions or otherwise deny any employment benefit to or take actions that are materially adverse against an individual because that individual has opposed practices prohibited by law or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing conducted by the Department or their staff. Any employee retaliating against another employee, applicant or student will be disciplined, up to and including termination.
Examples of protected activities under the School's retaliation policy include seeking advice from the Department; filing a complaint with the Department, irrespective of whether the complaint is actually sustained; opposing employment practices the employee reasonably believes to exist and believes to be a violation of the law; participating in an activity that is perceived by the School as opposition to discrimination, whether or not so intended by the employee expressing the opposition; participating in the proceeding of a local human rights or civil rights agency on a legal basis.
Nothing in this policy shall be construed to prevent the School from enforcing reasonable disciplinary policies and practices, nor from demonstrating that the actions of an applicant or employee were either disruptive or otherwise detrimental to legitimate business interests so as to justify the denial of an employment benefit.

## B. Workplace Violence

The School takes the safety and security of its employees seriously. The School does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment and/or coercion, that involve or affect the School or that occur, or are likely to occur, on School property. You should report any act or threat of violence immediately to the Lead Teacher or Co- Founders.

## C. Open Door Policy

The School wishes to provide the most positive and productive work environment possible. To that end, it has an open door policy where it welcomes your questions, suggestions or complaints relating to your job, conditions of employment, the School or the treatment you are receiving. Other than in situations involving harassment (as outlined and described above), please contact the Lead Teacher or Co-Founders with your questions or concerns. If the situation is not resolved to your satisfaction, please contact at mark@methodschools.org, preferably in writing, who will further investigate the issue.

## D. Drug Free Workplace

It is the School's policy to maintain a drug and alcohol-free workplace. No employee may use, possess, offer for sale or be under the influence of any illegal drugs or alcohol during working hours, including lunch and break periods, in the presence of pupils or on School property at any time. Engaging in any of the activities above shall be considered a violation of School policy and the violator will be subject to discipline, up to and including termination. The School complies with all federal and state laws and regulations regarding drug use while on the job.

## E.Smoking

All School buildings and facilities are non-smoking facilities. Vaping/e-cigarettes are also prohibited

## F.Health, Safety and Security Policies

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. The School maintains an Injury and Illness

Prevention Program, which is kept by the Lead Teacher and Co-Founders and is available for your review.
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 immediately report to your supervisor any potential health or safety hazards and all injuries or accidents.
In compliance with Proposition 65, the School will inform all employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.
The School has also developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas. Report any suspicious persons or activities to security personnel or to your supervisor. 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 workstation that may be accessible. You should immediately notify your supervisor when keys are missing or if security access codes, identification materials, or passes have been breached. The security of the facilities, as well as the welfare of our employees, depends upon the alertness and sensitivity of every individual.

## G.Company Property Inspections

The School is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other improper materials. Additionally, the School provides property and facilities to its employees to carry out business on behalf of the School. Accordingly, employees do not have a reasonable expectation of privacy when using any School property or facilities. In accordance with these policies, all School facilities and property, including all items contained therein, may be inspected by the School at any time, with or without prior notice to the employee. School property includes all desks, storage areas, work stations, lockers, file cabinets, computers, telephone systems, email systems and other school provided storage devices.
The School also reserves the right to inspect any vehicle, its trunk, glove compartment or any container therein that is parked on the School property or premises. The School reserves the right to deny entry to any person who refuses to cooperate with any inspections by the School. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

## H.Soliciting/Conducting Personal Business While on Duty

Employees are not permitted to conduct personal business or solicit personal business for any cause or organization while on-duty, or when the employee being solicited is supposed to be working. This prohibition includes distributing literature and other material. Distribution of materials is also against the School's policy if it interferes with access to facility premises, if it results in litter or is conducted in areas where other employees are working. Solicitation during non- work time, e.g., paid breaks, lunch periods or other such non-work periods, is permissible. Entry on the School premises by non-employees is not permitted, unless related to official School business. Solicitation or distribution of written materials by non- employees is strictly prohibited.

## I.Use of Company Communication Equipment and Technology

All School owned communications equipment and technology, including computers, electronic mail systems, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of the School and are provided to the employee to carry out business on behalf of the School, unless previously authorized for non-business use. Any devices or equipment provided by the School must be recorded on Property Issuance Form, and returned at the termination of employment. Employees have no expectation of privacy in any communications made using School owned equipment and technology. Communications (including any attached message or data) made using School owned communications equipment and technology are subject to review, inspection and monitoring by the School. Additionally, the School uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by minors, internet access harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter. Passwords used in connection with the School's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized School employees. Therefore, employees are required to provide to the Co-Founders all passwords used in connection with the School's communications equipment and technology any time the employee's passwords are created or changed. In addition, employees are
required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Internet Use Policy and Agreement. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student Internet Use Policy and Agreement, will be subject to discipline, up to and including termination. Internet use is for business purposes only. All employees using the internet through the School's communications equipment and technology must respect all copyright laws. Employees are not permitted to copy, retrieve, modify or forward copyrighted materials unless authorized by law or with express written permission of the owner of the copyright. Employees are not permitted to use the School's communications equipment and technology to view visual images that are obscene, child pornography and/or images harmful to minors.
The e-mail system and internet access are not to be used in any way that may be disruptive, harassing or offensive to others, illegal 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, gender, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted. The e-mail system and internet access is not to be used in any manner that is against the policies of the School, contrary to the best interest of the School or for personal gain or profit of the employee against the interests of the School. Employees must not use the School's communications equipment and technology for the unauthorized disclosure, use and dissemination of personal information regarding students.
Employees should not attempt to gain access to another employee's email files or voicemail messages without the latter's express permission. Each employee is responsible for the content of the messages sent out using his/her School issued equipment. It is strictly prohibited to use another employee's computer to send messages to create the appearance that they are from that employee, unless that employee expressly authorizes such use.

## Communication Policy

Method Schools teachers and staff may not communicate with students via personal text message. All communication with students is to be sent only through the following public communication platforms: SmartFox Broadcast Messaging, Zoom, Email, Sagebot and any other Method approved platforms.

## J.Employee Blogs and Social Media

If an employee decides to keep a personal blog, or use other social media (including, but not limited to Facebook, Instagram, Twitter, Snapchat, etc.) , 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, unless authorized in writing by Mark Holley -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, co-workers and competitors -Employees must comply with all School policies, including, but not limited to, rules against sexual harassment and retaliation

The School reserves the right to take disciplinary action against any employee whose blog violates this or other School policies.

## K. Participation in Recreational or Social Activities

Employees may participate in activities sponsored by or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these activities.

## L. Personnel Files and Record Keeping Protocols

At the time of your employment, a personnel file is established for you. Please keep the Business and/HR department advised of changes that should be reflected in your personnel file. Such changes include: change in name, address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact you should the change affect your other records.
You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. A request for inspection or copying of information contained in the personnel file must be directed to the Business and/HR department.
The School will restrict disclosure of your personnel file to authorized individuals within the School. Only the Business and/HR department is authorized to release information about current or former employees. The School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

## IV.Hours of Work, Overtime and Attendance

## A.Work Hours and Schedules

The School's normal working hours are from 8:00 AM to 5:00PM Monday through Friday. The work schedule for full-time non- exempt employees is normally 40 hours per week. Your supervisor will assign your work schedule.

## B.Overtime

The School follows all federal and state laws regarding the payment of overtime wages by compensating all non-exempt employees for overtime hours worked. For purposes of overtime calculations for non- exempt employees, the School's workweek begins on Monday and ends the following Sunday. The workday begins at midnight and ends the following day at 11:59 p.m. You will be informed when you are required to work overtime hours. All overtime hours worked must be pre authorized in writing by one of the Co-Founders.
Only those hours that are actually worked are counted to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked and are therefore not counted in overtime calculations.

## C.Make Up Time

You may request in writing that you be able to make up work time that is or would be lost as a result of a personal obligation. The hours of that make-up work may only be performed in the same
workweek in which the work time was lost and must not exceed 11 hours of work in one day or 40 hours of work in one week. You shall provide a signed written request for each occasion that you make a request to make up work time and authorization is at the option of the School. D. Work

## Breaks

Non-exempt School employees are allowed one duty free 30 minutes minimum; 60-minute maximum unpaid meal break each work day where the employee works more than six (6) hours in one day. Non- exempt employees are not allowed to work more than five (5) hours in one period without taking a meal break, unless the employee does not work more than six (6) hours in one day and the employer and employee mutually agree to waive the meal period. Non-exempt employees must take two ten-minute paid break periods for each full workday, as close as practicable to the mid-point of any continuous four (4) hour work period, or major fraction thereof. Non- exempt employees should contact their immediate supervisor to schedule their meal and break periods
. E. Pay Days For all employees, paydays are scheduled on the 15 th and the last day of each month unless otherwise notified. There may be changes to the paydays throughout the school year to which all employees will be notified with ample notice. Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the nearest business day. Unless other arrangements are made all employees will receive pay by direct deposit to the checking or savings account they designate at hiring. You should promptly notify the business and/or HR department if you have a question regarding the calculations of your paycheck; any corrections will be noted and will appear on the following payroll.

## F. Payroll Withholdings

The School is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows: Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount. State Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount. 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. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability. Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask the Business and/or HR Department 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 through Zenefits. The School's HR department can also assist with providing these forms. All Federal, State and Social Security taxes will be automatically deducted from paychecks. The Federal Withholding Tax deduction is determined by the employee's W-4 form, which should be completed upon hire. It is the employee's responsibility to report any changes in filing status to the Business and/or HR Department. It is also the employee's responsibility to fill out a new $\mathrm{W}-4$ form if his/her filing status changes. 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. The School offers programs and benefits beyond those required by law. Employees who wish to participate in these programs may voluntarily authorize deductions from their paychecks. The amount that is deducted is $20 \%$ of the monthly premium on a pre-tax basis. In other words, the School agrees to pay for the first $\$ 500$ plus $80 \%$ of anything over $\$ 500$ toward the monthly insurance premium. For employees who voluntarily choose not to participate in the School's medical
insurance plan, the School agrees to reimburse $\$ 150$ per month toward the employee that will be added to the employee's check in $\$ 75$ increments each pay period. This applies only to employees who are eligible for school- sponsored benefits (i.e. employees who work at least 30 hours per week).

## G. Attendance Policy

Employees are expected to adhere to regular attendance and to be punctual. If you find it necessary to be absent or late, you are expected to arrange it in advance with their immediate supervisor. If it is not possible to arrange your absence or tardiness in advance, you must notify your supervisor no later than one-half hour before the start of your workday. If you are a teacher, you are also responsible to arrange for a qualified substitute to be approved by your supervisor. If you are absent from work longer than one day, you are expected to keep your supervisor sufficiently informed of your situation. Excessive absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination. An absence or tardiness without notification to your supervisor will lead to disciplinary action, up to and including termination.
If you fail to come to work for three consecutive work days without authorization, the School will presume that you have voluntarily terminated your position with the School.

## H.Remote Work Policy

Compensation and Work Hours The employee's compensation, benefits, work status and work responsibilities will not change due to working remotely.
The amount of time the employee is expected to work per day or pay period will not change as a result of participation in the teleworking program.

Equipment/Tools Method Schools may provide specific tools/equipment for the employee to perform his/her current duties. This may include computer hardware, computer software, phone lines, email, voicemail, connectivity to host applications, and other applicable equipment as deemed necessary. The use of equipment, software, data supplies and furniture when provided by Method Schools for use at the remote work location is limited to authorized persons and for purposes relating to company business. Method Schools will provide for repairs to company equipment. When the employee uses her/his own equipment, the employee is responsible for maintenance and repair of equipment. A loaner laptop may be provided when available. Loaner computers will vary in performance and configuration. Loaners must be returned upon request.

Workspace The employee shall designate a workspace within the remote work location for placement and installation of equipment to be used while teleworking. The employee shall maintain this workspace in a safe condition, free from hazards and other dangers to the employee and equipment. Method Schools must approve the site chosen as the employee's remote workspace. Any company materials taken home should be kept in the designated work area at home and not be made accessible to others.

Office Supplies Office supplies will be provided by Method Schools as needed. Out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the employee's manager.

Dependent Care Teleworking is not a substitute for dependent care. Teleworkers will not be available during company core hours to provide dependent care.

Income Tax It will be the employee's responsibility to determine any income tax implications of maintaining a home office area. Method Schools will not provide tax guidance nor will Method Schools assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

Communication Employees must be available by phone and email during core hours. All client interactions will be conducted on a client or company site. Participants will still be available for staff meetings, and other meetings deemed necessary by management.
Method Schools will pay work-related voice and data communication charges

## Compliance with Policies

Remote employees must follow Method Schools' policies like their office-based colleagues. Examples of policies that all employees should abide by are (full list of policies can be referenced in Board Policy Manual):
-Attendance
-Employee Code of Conduct
-Anti-discrimination/Equal Opportunity

## -Dress Code

Evaluation The employee shall agree to participate in all studies, inquiries, reports and analyses relating to this program.
The employee remains obligated to comply with all company rules, practices and instructions.

## I.Time Records

Time records must be accurately kept reflecting all regular hours and overtime hours worked and meal periods taken by non-exempt employees. Time records must be signed by employees, verifying and attesting to the truth of the information contained therein. All absences, tardies and overtime must be accurately reflected on the time record.
Exempt employees must report only full day absences from work and pay deductions will only be as provided by law.

## J. Mandatory Training and Meetings

The School will pay non-exempt employees for attendance at mandatory training taking place outside of regular business hours.
All mandatory training, lectures and meetings will be identified as such. The School will not pay nonexempt employees for attendance at voluntary trainings.
All non-exempt employees must accurately reflect attendance at all mandatory training, lectures and meetings outside of regular working hours on their time records.

## V. Standards of Conduct

## A. Personal Appearance

Employees are expected to wear clothes that are neat, clean and professional while on duty, including during Zoom meetings with staff and students, field trips, and at any School-related events. Employees are expected to appear well-groomed and appear within professionally accepted standards suitable for the employee's position, and wear shoes at all times. Employees may not display tattoos on their bodies. If an employee has a tattoo that is visible, it is the employee's responsibility to ensure that it is not visible during working hours.

## B. Student Safety

In accordance with the School's policies providing student safety, including those covering antiharassment, anti-discrimination, anti-intimidation and anti-bullying, each employee is expected to assist in maintaining a student safe environment. Thus, each employee is required to take immediate steps to intervene when it is safe to do so if the employee witnesses an act of discrimination, harassment, intimidation or bullying of a student. The employee is also required to report such actions to administration as soon as practicable.

## C. Prohibited Conduct

The School expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees engaging in misconduct will be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited by the School. This list is not exhaustive and is intended only to provide you with examples of the type of conduct that will not be tolerated by the School. The specification of this list of conduct in no way alters the at-will employment relationship the employee has with the School.

- Unexcused absence and/or lack of punctuality
- Release of confidential information without authorization
- Possession of or reporting to work while under the influence of alcohol or illegal drugs and controlled substances
- Theft or embezzlement
- Willful destruction of property
- Conviction of a felony or conviction of a misdemeanor making the employee unfit for the position
- Falsification, fraud or omission of pertinent information when applying for a position
- Any willful act that endangers the safety, health or wellbeing of another individual
- Horseplay
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the school
- Misuse of School Property
- Possession of firearms, or any other dangerous weapon, while acting within the course of School of your employment with the School
- Acts of discrimination or illegal harassment based on gender, ethnicity or any other basis protected by state or federal law
- Failure to comply with the School's safety procedures
- Insubordination
- Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School
- Violations of federal, state or local laws affecting the organization or your employment with the organization
- Unacceptable job performance
- Dishonesty
- Failure to keep a required license, certification or permit current and in good standing
- Recording the work time of any other employee, or allowing any other employee to record time on your! time record or falsifying any time record
- Unreported absence of any three consecutively scheduled workdays
- Unauthorized use of School equipment, materials, time or property
- Working unauthorized overtime or refusing to work assigned overtime
- Abuse of sick leave
- $\quad$ Sleeping or malingering on the job


## D. Confidential Information

All information relating to students, including 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 pupils shall be kept strictly confidential and maintained in separate files.

## E. Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations that he or she believes may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, 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 related to a potential or actual conflict of interest shall constitute grounds for disciplinary action.

## F. Child Neglect and Abuse Reporting

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to the appropriate police or sheriff's department, or to a county probation department (if authorized to receive mandated reports) or the county welfare office. Child abuse is broadly defined as "a physical injury that is inflicted by other than accidental means on a child by another
person." School employees are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect. Child abuse should be reported immediately by phone to the appropriate police or sheriff's department, or to a county probation department (if authorized to receive mandated reports) or the county welfare office. The phone call is to be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents. Reporting the information regarding a case of possible child abuse or neglect to your supervisor, the School administrator, coworker or other person shall not be a substitute for making a mandated report to the appropriate police or sheriff's department, or to a county probation department (if authorized to receive mandated reports) or the county welfare office.

## G. Outside Employment

Employees should not accept any employment or consulting relationship with another person or entity while employed by the School that would interfere with their ability to satisfactorily perform their job duties. The School will hold all employees to the same standards of performance and scheduling demands and will not make any exceptions for employees who also hold outside jobs.

## H. Expense Reimbursements

The School will reimburse employees for certain reasonably necessary expenses incurred in the furtherance of School business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the School's policy regarding expenditures. In general, all expenses must have been previously approved in writing by the Co-Founders. All reimbursement forms must be complete and submitted to your supervisor

## VI. Employee Benefits

## A. Paid Time Off

The School provides PTO benefits to eligible employees to enable them to take paid time off for rest and recreation. The School believes that this time is valuable for employees in order to enhance their productivity and to make their work experience with the School personally satisfying.

In addition, Method follows the calendar below regarding paid breaks and holidays for eligible staff:

Paid Time Off Policy

| Years with Method | PTO Days Per Year | Maximum Carryover |
| :---: | :---: | :---: |
| 1 | 15 | 20 |
| 2 | 20 | 25 |
| 3 | 25 | 30 |
| $5+$ | 30 | 40 |

*PTO may not be sold back under any circumstances
*All PTO requests must be submitted through Zenefits and approved by supervisor
*During peak high-demand periods, max of 3 consecutive PTO days, unless approved by supervisor



## B. Sick Leave

Three days of sick leave are provided, in addition to PTO days.

## C. Insurance Benefits

## 1. Health Insurance

Employees who work at least 30 hours per week are entitled to health insurance benefits in accordance with the School's health insurance plan as set forth in the Summary Plan Description ("SPD"). The School will cover approximately $\$ 500$ plus $80 \%$ percent of the premium for eligible employees who work at least 30 hours per week. The employee's portion of monthly premiums will be deducted from the employee's paycheck. If medical insurance premium rates increase, employees may be required to contribute to the cost of increased premiums to retain coverage. Unless otherwise mandated by law, employees on a leave of absence of more than 20 consecutive days are responsible for selecting continuing health coverage and paying the premium for such coverage. Failure to timely request and pay for such coverage may result in the loss of coverage.
2. 403b Retirement Savings Plan Method Schools will match (up to 5\%) of employee's contribution towards their retirement savings plan.
3. Disability Insurance All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage- replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the Business and/or HR Department. Additionally, Method provides STD and LTD coverage for its eligible employees.

## 4. Family Leave Insurance

Employees covered by the California Disability Insurance program are also covered by the California Paid Family Leave Insurance program. Eligible employees are entitled to receive up to six weeks of wage replacement benefits when they suffer a wage loss for taking time off to care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling or parent-in-law or to bond with a new child within one year of birth or placement of the child in connection with foster care or adoption. Specific rules and regulations relating to Family Leave Insurance are available from the Business and/or HR Department.

## 5.Workers' Compensation Insurance

Eligible employees are entitled to Workers' Compensation Insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee. See the Director of Human Resources for further details of making a claim for Workers' Compensation Insurance benefits.

## Board Policy 4140

Method Schools California CFRA/FMLA Leave

## Medical and Caregivers' Leave

Method Schools may provide up to 3 weeks of leave, paid at $100 \%$ of the employee's regular rate of pay, in order to care for a family member or in the case of the employee's own serious medical condition, per the stipulations listed below:

- To care for a family member with a serious health condition who is the employee's: Spouse, parent or child under age 18, or age 18 or older who is incapable of self-care. A domestic partner, child or registered domestic partner's child of any age, sibling, grandparent, or grandchild.
- The employee's own serious health condition that makes the employee unable to perform his or her job, excluding leave for the medical disability related to pregnancy and birth. This leave does not apply to family bonding/birth of a child
- Doctor's note may be required


## Bereavement

Employees may be allowed up to 2 consecutive weeks off, paid at $100 \%$ of the employee's regular rate of pay, to arrange and attend the funeral of an immediate family member. For purposes of this policy, an employee's immediate family member includes a current spouse, parent, legal guardian, sibling, child, current parent-, sister-, or brother-in-law, grandparent, grand child, or domestic partner.

Method Schools understands and respects the family care and bonding needs of its employees. In concurrence with the 12 weeks unpaid Family and Medical Leave Act and the California Family Rights Act, Method offers the following paid bonding leave to eligible employees after the birth of a child:

- Birth mother: 8 weeks paid leave
- Non-birth parent: 4 weeks paid leave
- 12-week job protection

Staff members employed with Method for a minimum of six months but less than one year qualify for the following:

- Birth mother: 4 weeks paid leave
- Non-birth parent: 2 weeks paid leave
- Job protection for the duration of leave


## Purpose/Objective

The federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) provide eligible employees the opportunity to take unpaid, job-protected leave for certain medical and nonmedical needs for themselves and family members. Each of these leaves is explained below. The maximum amount of leave available under this policy is twelve (12) weeks of CFRA leave in a
12-month period and twenty-six (26) weeks of FMLA leave (where military caregiver leave applies) in a 12-month period, some or all of which may run concurrently. For more information regarding leave under this policy, employees should contact Human Resources.

To be eligible for leave under this policy, employees must meet all of the following requirements:

1. Have worked at least twelve (12) months for Method Schools in the preceding seven (7) years (exceptions apply to the seven-year requirement).
2. Have worked at least 1,250 hours for Method Schools over the twelve (12) months preceding the date the leave would commence.
3. FMLA only: Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

## Conditions Triggering Leave

The FMLA and CFRA have differing definitions of "family member," and only the FMLA allows employees to take up to twenty-six (26) weeks of leave to provide care for an injured military family member. Because of this, FMLA and CFRA leaves may not always run concurrently. In general, CFRA/FMLA leave may be taken for any of the following reasons:

| Reasons for Leave (See related definitions at the end of the policy.) |  | CFRA | $\begin{aligned} & \hline \text { FML } \\ & \text { A } \end{aligned}$ | $\begin{aligned} & \text { Bot } \\ & \mathrm{h} \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: |
| To care for or bond with: | An employee's newborn child or newly placed foster or adopted child. |  |  | X |
|  | A domestic partner's newborn child or newly placed foster or adopted child. | X |  |  |
| To care for a family member with a serious health condition who is the employee's: | Spouse, parent or child under age 18 , or age 18 or older who is incapable of self-care. |  |  | X |
|  | A domestic partner, child or registered domestic partner's child of any age, sibling, grandparent, or grandchild. | X |  |  |
| The employee's own serious health condition makes the employee unable to perform his or her job, excluding leave for the medical disability related to pregnancy and birth. |  |  |  | X |
| The employee's own medical disability related to pregnancy and birth. |  |  | X |  |
| A qualifying military exigency related to the covered active duty or call to covered active duty of an employee's spouse, parent or child in the United States armed forces. |  |  |  | X |


| Military caregivers leave for a service member with a serious <br> health condition (defined under "Definitions") who is the <br> employee's spouse, domestic partner, child, parent or next of <br> kin.* |  | X |  |
| :--- | :--- | :--- | :--- |

*CFRA leave will run concurrently when the family member, regardless of military status and with the exception of next of kin, meets the standard criteria for a serious health condition.

## The 12-Month Measurement Period

Method Schools measures the period of twelve (12) months in which leave is taken by [enter defined 12-month period].

For military caregiver leave, an eligible employee may take up to twenty-six (26) workweeks of leave in a single 12-month period. The single 12-month period begins on the first day leave is taken to care for a covered service member and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other CFRA/FMLA-qualifying reasons.

## Intermittent and Reduced-Schedule Leave

Eligible employees may take leave in a single block of time, intermittently (in separate blocks of time) or by reducing the normal work schedule. [Optional: Intermittent leave to bond with a new child must be taken in two-week increments, with a shorter duration allowed on two occasions.]

Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt Method Schools' operations. Intermittent leave is permitted in the same increments as provided in Method School's [vacation, sick or paid-time-off leave] policy.

## Interaction with Paid Leave

Depending on the purpose of the leave request, employees may choose (or Method Schools may require employees) to use accrued paid leave (such as sick leave, vacation or paid time off) concurrently with some or all of the leave taken under this policy. To use paid leave for FMLA/CFRA leave, eligible employees must comply with Method Schools normal procedures (e.g., call-in procedures, advance notice) for the applicable paid-leave policy.

Employee paid-leave accruals (paid time off, vacation, sick leave) will continue while paid leave is being used during periods of FMLA/CFRA absence and in accordance with those individual policies.

Employee paid-leave accruals will not continue during unpaid periods of FMLA/CFRA absence or when only disability payments are being received.

## Maintenance of Health Benefits

If employees and/or their families participate in Method School's group health plan, Method Schools will maintain coverage during FMLA/CFRA leave on the same terms as if employees had continued to work. If applicable, employees must make arrangements to pay their share of health plan premiums while on leave. In some instances, Method Schools may recover the premiums it paid to maintain health coverage or other benefits for employees and/or their families while employees were absent. Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to
the start of leave under this policy. Employees should consult the applicable benefit plan document for information regarding eligibility, coverage and benefits.

## Procedures

When seeking leave under this policy, employees must provide the following to Human Resources:

1. Thirty (30) days' notice of the need to take FMLA/CFRA leave if the need for leave is foreseeable. In the case of unforeseeable leave, notice must be provided as soon as practicable and in compliance with Method Schools' normal call-in procedures, absent unusual circumstances.
2. Medical certification supporting the need for leave due to a serious health condition affecting the requesting employee or a covered family member or service member within fifteen (15) calendar days of Method Schools' request for the certification (additional time may be permitted in some circumstances). Second or third medical opinions may also be required when allowed.
3. For qualifying exigency leave: Within fifteen (15) days of the request, an employee requesting qualifying exigency leave may be required to provide appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member.
4. An employee must provide periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work.
5. [Optional: A return-to-work release before returning to work if the leave was due to the employee's serious health condition.]

Failure to comply with these requirements may result in delay or denial of leave or disciplinary action, up to and including termination. Leave under this policy will be governed by and handled in accordance with CFRA- and FMLA-applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

## Employer Responsibilities

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

## Job Restoration

Upon returning from FMLA/CFRA leave, employees will typically be restored to their original position or to an equivalent position with equivalent pay, benefits and other employment terms and conditions.

## Failure to Return After Leave

If an employee fails to return to work as scheduled after FMLA/CFRA leave or if an employee exceeds the authorized FMLA/CFRA entitlement, the employee will be subject to Method Schools's other applicable leave of absence, accommodation and attendance policies. This may result in termination if the employee has no other Method Schools -provided leave available to her or him that applies to the continued absence. Likewise, following the conclusion of the FMLA/CFRA leave, Method Schools' obligation to maintain the employee's group health plan benefits ends (subject to any applicable COBRA rights).

## Military Caregiver Leave

Military caregiver leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illness while on active duty. Within the single 12-month period described above, an eligible employee may take a total of twenty-six (26) weeks of CFRA/FMLA leave, including up to twelve (12) weeks of leave for any other CFRA/FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the single 12-month period, an eligible employee may take up to sixteen (16) weeks of CFRA/FMLA leave to care for a covered service member when combined with up to ten (10) weeks of CFRA/FMLA leave to care for a newborn child.

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

## Qualifying Exigency Leave

Employees who meet the eligibility standards set forth above are eligible to request qualifying exigency leave. Although qualifying exigency leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the total leave exceed twelve (12) weeks in any 12-month period (with the exception of military caregiver leave as set forth above).

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

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

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

Qualifying exigency leave is available under the following circumstances:

1. Short-notice deployment: To address any issue that arises out of short notice (within seven (7) days or less) of an impending call or order to active duty.
2. Military events and related activities: To attend any official military ceremony, program or event related to active duty or a call to active duty status, or to attend certain family-support or assistance programs and informational briefings.
3. Child care and school activities: To arrange for alternative child care; to provide child care on an urgent, immediate-need basis; to enroll a child in or transfer a child to a new school or day care facility; or to attend meetings with staff at a school or day care facility.
4. Financial and legal arrangements: To make or update various financial or legal arrangements or to act as the covered military member's representative before a federal, state or local agency in connection with service benefits.
5. Counseling: To attend counseling (provided by someone other than a healthcare provider) for the employee, the covered military member, or a child or dependent when necessary as a result of duty under a call or order to active duty.
6. Temporary rest and recuperation: To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation.
7. Post-deployment activities: To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
8. Mutually agreed leave: Other events that arise from the close family member's call or order to active duty, provided that Method Schools and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

## Definitions

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider, and either prevents the employee from performing the functions of his or her job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing-treatment requirement includes an incapacity of more than three (3) full calendar days and two (2) visits to a health care provider, or one (1) visit to a health care provider and a continuing regimen of care; an incapacity caused by a chronic condition or permanent or long-term conditions; or absences due to multiple treatments. Other situations may also meet the definition of "continuing treatment."

Qualifying exigencies include activities such as short-notice deployment, military events, arranging alternative child care, making financial and legal arrangements related to deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

A covered service member is either 1) a current service member of the armed forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the service member is undergoing medical treatment, recuperation or therapy; otherwise in outpatient status; or otherwise on the temporary disability retired list; or 2) a covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness.

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

Next of kin means the nearest blood relative of the service member, other than the service member's spouse, domestic partner, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins,
unless the service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave.

The definition of "serious injury or illness" for current service members and veterans is distinct from the definition of "serious health condition" for CFRA/FMLA leave. For purposes of this policy, "serious injury or illness" means an injury or illness incurred by the service member in the line of duty while on active duty in the armed forces that may render the service member medically unfit to perform the duties of the service member's office, grade, rank or rating or that existed before the beginning of active duty and was aggravated by service while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status and is 1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the armed forces and rendered the service member unable to perform the duties of the service member's office, grade, rank or rating; 2) a physical or mental condition for which the covered veteran has received a VA service-related disability rating of 50 percent or greater, and such rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; 3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would absent treatment; or 4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

## Purpose/Objective

Method Schools provides female employees with job-protected unpaid leave, up to four months, for disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). For the purposes of leave under this policy, "four months" mean the number of days the employee would normally work within four calendar months (one-third of a year equaling $171 / 3$ weeks), if the leave is taken continuously, following the date the pregnancy leave commences.

The company also provides reasonable accommodations, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. In addition, a transfer to a less strenuous or hazardous position or duties may be available pursuant to an employee's request, if such a transfer is medically advisable. Employees requesting a leave or reasonable accommodation should promptly notify Human Resources.

For more information regarding leave under this policy employees should contact Human Resources

## Eligibility

All employees who experience disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth) may request leave or a reasonable accommodation under this policy.

## Use of accrued paid leave

Accrued paid sick leave must be used concurrently with leave taken under this policy. If SDI benefits have begun, the employee may choose to supplement those benefits with accrued paid sick leave. Paid sick leave and SDI benefits combined may not exceed $100 \%$ of regular pay.

Additionally, employees may choose to use accrued paid leave (such as vacation or paid time off), concurrently with some or all of the leave under this policy. To receive paid leave, eligible employees must comply with the company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice). If SDI benefits are being paid, accrued paid leave and SDI payments combined may not exceed $100 \%$ of pay.

## Maintenance of health benefits

If employees and their families participate in the company's group health plan, the company will maintain coverage during leave under this policy on the same terms as if employees had continued to work. If applicable, employees must make arrangements to pay their shares of health plan premiums while on leave. In some instances, the company may recover premiums it paid to maintain health coverage or other benefits for employees and their families. Use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of leave under this policy. Employees should consult the applicable plan document for information regarding eligibility, coverage and benefits.

## Procedures

When seeking leave or a reasonable accommodation under this policy, an employee must provide Human Resources with the following:

1. As soon as practicable and if possible prior to commencing leave, a statement from his or her health care provider supporting the request for leave or reasonable accommodation. The statement should confirm that the requested leave or reasonable accommodation is based on a pregnancy-related disability, and if the statement is provided in support of a leave request, the statement should include an anticipated start and end date. An employee must also supply periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work.
2. [If the company requires a fitness-for-duty certification for other disability leaves:] Upon return from leave, medical certification of fitness for duty before returning to work. The company will require this certification to address whether employees can perform the essential functions of their positions.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

## Employer responsibilities

To the extent required by law, the company will inform employees whether they are eligible for leave under this policy. Should employees be eligible for leave, the company will provide eligible employees
with a notice that specifies any additional information required, as well as their rights and responsibilities.

As detailed in the California Family Rights Act (CFRA)-Family and Medical Leave Act (FMLA) Policy, the company will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against employees' leave entitlements. If employees are not eligible for FMLA leave, the company will provide a reason for the ineligibility.

Additionally, the company will engage in an interactive process with employees who request a reasonable accommodation under this policy.

## Job restoration

Upon returning from leave, employees will typically be restored to their original positions or to equivalent positions with equivalent pay, benefits, and other employment terms and conditions.

## Failure to return after leave

If an employee fails to return to work as scheduled after leave under this policy, or if an employee exceeds the leave entitlement, the employee will be subject to the company's other applicable leave of absence, accommodation and attendance policies. This may result in termination if the employee has no other company-provided leave available to her that applies to the continued absence.

## 7.Personal Leave of Absence

The School recognizes that special situations may arise where an employee must leave his or her job temporarily. In the School's sole discretion, the Co-Founders may grant employees unpaid leave of absences. Taking an unpaid personal leave of absence may affect your eligibility for employee benefits, including medical benefit plan coverage. Ask the Business and/or HR Department for information on personal leaves of absence.

## 8. Funeral/Bereavement Leave

Employees may be allowed up to 3 consecutive working days off to arrange and attend the funeral of an immediate family member. For purposes of this policy, an employee's immediate family member includes a current spouse, parent, legal guardian, sibling, child, current parent-, sister-, or brother-in-law, grandparent, grand child, or domestic partner. If any employee requires more than 3 days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued vacation time, which may be granted in the discretion of the School.
9. Military Leave of AbsenceThe School provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine fitness for any such duty. Total military leave time taken may not exceed five years during employment, except in special circumstances. Advance notice of leave is required. Please inform your supervisor and the HR Department of anticipated military leave time as far in advance as possible. Accrued vacation will be paid during military leave at your request and health plan coverage continuance can be arranged for up to 24 months during military leave if required premium payments are made by you. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.
Upon a return from military leave up to five years, an employee is entitled to reemployment within two weeks after the employee submits his/her reemployment application.
Eligible employees may be entitled to other leave rights related to military leave. Please contact the Business and/or HR Department to understand all leave rights that may be available to you.

## 10.Time Off to Attend Child's School Discipline

Any employee who is a parent or legal guardian of a child that has received written notice from the child's school requesting his or her attendance at a disciplinary conference is entitled to take unpaid leave to attend the conference. Please contact the School Director to determine eligibility and scheduling before taking any leave to attend a disciplinary conference.

## 11.Time Off to Serve as Election Official

Any employee who serves as an election official is eligible for unpaid leave on election day for purposes of service. Please notify your supervisor of your commitment to act as election official as far in advance as possible.

## 12.Time Off for Jury and Witness Duty

The School will provide employees unpaid leave to serve as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The School will also provide employees unpaid leave to appear in court or other judicial proceedings as a witness, as permitted by law, to comply with a valid subpoena or other court order. Please notify your supervisor of your commitment to serve on a jury or as a witness as far in advance as possible.

## 13.Time Off for Victims of Crime or Domestic Violence

Employees who are victims of domestic violence, sexual assault or stalking will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advance notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting crime victim/domestic violence leave. Please notify your supervisor of your need to seek relief or for a reasonable accommodation as far in advance as possible. If applicable, an employee may use accrued vacation leave for these purposes.

## 14.Time Off for Victims of Crime

An Employee who is a victim of certain crimes (violent felonies, felony thefts, serious felonies and crimes identified in Labor Code section 230.5 and as defined by law) or is an immediate family member of a victim, is a registered domestic partner of a victim or the child of a registered domestic partner of a victim will be given time off as necessary in accordance with the law. Employees may be required to provide reasonable advance notice of the need for time off if feasible and documentation establishing the right to such time off may be requested. The School will take all reasonable steps to maintain the confidentiality of any employee requesting crime victim leave. Please notify your supervisor of your need for time off as far in advance as possible. As applicable, an employee may use accrued vacation leave or sick leave for crime victim leave purposes.

## 15.Time Off for Volunteer Firefighters

Employees who perform emergency duties as volunteer firefighters, reserve peace officers or emergency rescue personnel will be given time off as necessary in accordance with the law. Employees are requested to alert the Co-Founders of their status as volunteer firefighters, reserve peace officers or emergency rescue personnel so that the School will have advanced notice of the employee's potential need to leave the School in the event of an emergency. Any time an employee must perform emergency duties, he/she must notify their supervisor before leaving the School's premises.

## 16.Time Off for Voting

Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or the end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work. Please contact your supervisor to request and schedule time off to vote.

## 17.Workers' Compensation Leave

Employees that are temporarily totally disabled due to a work- related illness or injury will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the business needs of the School. Workers' compensation leave will run concurrently with any other applicable medical leave of absence.

## VII. Employment Evaluation and Separation

## A. Employee Reviews and Evaluations

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

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions or retention of your job. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with the Co-Founders and that you are aware of its contents. The evaluation system in no way alters the employment at-will relationship.

## B.Discipline and Involuntary Termination

Violation of the School's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions or termination.
The School's disciplinary system is informal, and the School may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon the first offense.

## C. Voluntary Termination

Either the employee or the School may terminate the employment relationship at any time, with or without prior notice and with or without cause. While it is not required, the School requests that employees electing to resign to give as much advance notice as possible (preferably two weeks) to allow the School to plan for your departure.
An exit interview will normally be scheduled on the last day of work with the Co -Founders. The purposes of the exit interview is to review eligibility for benefit conversion, to ensure that all necessary forms are completed, to collect any company property (including keys, equipment, documents and records) that may be in the employee's possession, to review the employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at the School.
The School appreciates receiving candid opinions of the employee's employment. Final pay, including pay for any earned but unused vacation time, will be provided in accordance with state law.

## D.References

All requests for references and employment verifications must be promptly directed to the HR Department. When contacted for a reference or employment verification, the School will only provide information concerning dates of employment and the title of the last position held. Other employees may not provide any employment verifications or act as a reference for any other employees.

## E.School Culture

The School has outlined "acceptable behavior" that if violated, will be treated as a performance issue.
-Respect for the worth of the individual
-Commitment to high standards
-Contributing to the community
-Achievement through teamwork
-Dependable to the entire School community
-Practice constructive communication to all members of the School community
-Highly collaborative to all members of the School community
-Consistently behave with high professionalism
-Regularly take initiative
-Practice absolute and consistent respect for oneself all other members of the School community

The School's employees will treat others - including co- workers and customers - with respect.

## E. Professional Development

For the school year, each certificated staff member will be required to participate in professional development opportunities throughout the school year. Beyond required professional development, each staff member is allotted a professional development stipend each year

## Professional Development Allotment

To encourage continued professional growth and development, Method offers an allotment to go toward continued PD each school year.

Leads: \$2,000 per school year
Teachers: \$1,500 per school year
All Other Staff: \$1,000 per school year

## ACKNOWLEDGEMENT OF HANDBOOK AND AT WILL EMPLOYMENT

I acknowledge that I have received Method Schools' Employee Handbook. I have read the Handbook and understand the contents of the Handbook. I agree to abide by all of the School's policies. I understand and agree to my at-will employment status as described in the Handbook, summarized as follows:

- This Handbook does not in any way reflect a contract of employment, either expressed or implied between me and the School.
- The School is an at-will employer. I am free to terminate the employment relationship with the School at any time; the School, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me for any or no reason at any time. Specifically, the School may modify all terms of employment including any policy or practice and/or my hours, wages, working conditions, job assignments, position title, compensation rates and benefits in its sole discretion.
- Nothing in this Handbook creates, or is intended to create, a promise or representation of continued employment or guaranteed terms and conditions of employment for me. Further, there is no agreement, express or implied, written or verbal, between the employee and the School for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment.
- I understand that other than the Co-Founders, no supervisor or representative of the School has the authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will.
- I understand that only the Co-Founders have the authority to make any such agreement and then only in writing signed by the Co-Founders.


## Employee Name:

## Employee Signature:

## Date:

