



BRIGHTSTAR
S C H O O L S

EMPLOYEE HANDBOOK

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I. WELCOME

WELCOME TO BRIGHT STAR SCHOOLS!

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

This handbook has been written to provide you with an overview of Bright Star Schools, its personnel policies and procedures, and your benefits as a Bright Star Schools employee.

This handbook is intended to explain in general terms those policies that most often apply to your day-to-day work activities. This handbook cannot anticipate every situation or answer every question about employment, and it is not an employment contract. Employees are expected to read this handbook thoroughly upon receipt, to know and abide by the policies outlined herein, and as revised over time, throughout their employment. No Bright Star Schools guideline, practice, manual or rule may alter the “at-will” status of your relationship with Bright Star Schools.

In order to retain necessary flexibility in the administration of its policies, procedures and benefits, Bright Star Schools reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever Bright Star Schools determines that such action is warranted. For these reasons, we urge you to check with the Human Resource Department to obtain current information regarding the status of any particular policy, procedure or practice. This handbook supersedes and replaces all previous personnel policies, practices and procedures.

I welcome you and wish you great success and fulfillment at Bright Star Schools.

Sincerely,

Ana Martinez
Lead Executive Officer

II. INTRODUCTION

This Handbook summarizes Bright Star School's ("School") personnel policies applicable to all employees. Please carefully review these policies. If you have any questions about the policies outlined in this Handbook, or if you have any other personnel related questions, please consult the Human Resources 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. 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, practice, or terms and conditions (including, but not limited to, areas involving hiring policies and procedures, general work place policies, hours of work, overtime and attendance, standards of conduct, employee benefits, wages, employment evaluation, separation, and job assignment) with or without notice. Nothing in this Handbook is intended to limit our employees' rights under federal or state laws.

Once you have reviewed this Handbook, please sign the employee acknowledgement form at the end of this Handbook and provide it to the Human Resources Department. This signed acknowledgement demonstrates to the School that you have read, understand and agree to comply with the policies outlined in the Handbook.



III. OUR MISSION/VISION/VALUES

Our Mission:

At Bright Star Schools, our mission is to provide holistic, inclusive support for all students to achieve academic excellence and grow their unique talents so that they find joy and fulfillment in higher education, career, and life.

Our Vision:

Bright Star Students will become leaders who act with integrity and champion equity to enrich out communities and the world.

Our Values:



Integridad

means we need to be the best versions of ourselves, to speak our own truth, and to advocate for those whose voices are not heard.



Ubuntu

means that our humanity is shared, that we value kindness, and that we support one another to become the people we strive to be.



Kohyang

means hometown and encourages us to build meaningful connections and strong community ties, because our hometowns are integral to our identities.



Growth

means having a mindset that allows us to achieve excellence and gain fulfillment through our pursuit of learning and development.

BRIGHTSTAR S C H O O L S

IV. HIRING POLICIES AND PROCEDURES

A. EMPLOYEE APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

B. AT-WILL EMPLOYMENT

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

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

C. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The School is an equal opportunity employer. In accordance with applicable law, the School prohibits discrimination against any employee or applicant for employment on the basis of an individual’s protected status, including race (which includes associated traits, such as hair styles and protective hair styles, e.g., braids, locs, and twists, and hair texture), color, religious creed (which includes, without limitation to religious dress and grooming practices), gender, gender identity, gender expression, transgender identity whether or not the employee is transitioning or has transitioned, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer and genetic characteristics), use of cannabis/marijuana off the job and away from the workplace, genetic information, age (forty (40) and over), sexual orientation, marital status, registered domestic partner status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision-making (including but not limited to a decision to use or access a particular drug, device or product or medical services for reproductive health), military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical and other

protected leaves, domestic violence victim status, political affiliation, or any other consideration protected by applicable law. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics. Discrimination is further prohibited not just on the basis of individual protected traits, but also on the basis of the intersectionality (or combination) of two or more protected characteristics. The School will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to the School. Although the need for accommodations is determined on a case-by-case basis, generally the school and the employee or applicant will engage in an interactive process with the employee's or applicant's health care provider(s) to confirm the existence of the condition, its limitations in the workplace, and possible reasonable accommodations, if any. The employee or candidate has an obligation to cooperate with the school in this process, which may include authorizing the school to communicate with their health care provider(s).

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

D. EMPLOYEE CLASSIFICATIONS

“Employees” may include exempt, non-exempt, regular full-time, regular part-time, and temporary persons.

Exempt: Employees whose positions meet specific criteria established by state and federal law who are exempt from overtime pay requirements.

Non-exempt: Employees whose positions do not meet specific criteria established by state and federal law and are paid overtime and doubletime pay in certain circumstances. Overtime and doubletime compensation will be paid in accordance with all state and federal laws, which is generally the following:

- Overtime (paid at one-and-a-half times the employee's regular rate of pay): All hours worked in excess of 40 hours per workweek, in excess of 8 hours in a workday, and for the first 8 hours worked on the seventh consecutive workday.
- Doubletime (paid at twice the employee's regular rate of pay): All hours worked in excess of 12 hours in a workday and in excess of 8 hours worked on the seventh consecutive workday.

Regular Full-time: Employees who are regularly scheduled to work 30-40 hours per week are generally eligible for the Bright Star Schools' benefit package, subject to the terms and conditions, and limitations of each benefit program.

Regular Part-time: Employees who are regularly scheduled to work less than 30-40 hours per week, and generally not eligible for Bright Star Schools benefit package except for those required by law.

Seasonal/Temporary: Seasonal/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 10 months. Seasonal/temporary employees are not eligible for any of the benefits offered by the school except as otherwise required by law.

Upon hiring, all employees are classified as exempt or non-exempt, full-time or part-time, and regular or temporary. All employees are either exempt or non-exempt according to provisions of applicable wage and hour laws. Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

Independent contractors, consultants and leased workers (i.e., those working for an outside company or 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 the Human Resources Department.

E. CREDENTIAL REQUIREMENTS

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

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

If you allow a valid credential, certificate, registration, or required course deadline to expire, or if you fail re-certification, training, or testing, or otherwise fail to maintain the necessary credential for your assignment, Bright Star Schools is required to remove you from the work schedule until you meet the necessary requirements for your assignment or renew your credential.

F. IMMIGRATION LAW COMPLIANCE

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

G. TUBERCULOSIS TESTING

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

Results of these tests are strictly confidential. TB Clearance is good for four years and it is the employee's responsibility to remain in compliance and ensure the school has a valid certificate on file.

The examination for applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant. The cost of the examination required for existing employees shall be a reimbursable expense. Employees should follow the School's reimbursement procedures.

H. CRIMINAL BACKGROUND CHECKS

All employees must have Live Scan fingerprint results on file with Bright Star Schools in accordance with applicable law. Live Scan fingerprinting will be required of all job applicants, employees, and volunteers as required by California and federal law. These background checks are performed through a fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). Civil or criminal background checks may also be required of applicants and/or employees based on job duties or any other factors in accordance with applicable law.

All fingerprint and background information must be completed and the results in the possession of Bright Star Schools before the first day of employment. Failure to complete this process will delay the employee's ability to begin work.

Employees with adverse background information (such as certain specific criminal conviction) may be ineligible for employment with Bright Star Schools.

Bright Star Schools shall also request subsequent arrest notification from the Department of Justice and take all appropriate action based upon such further notification in accordance with applicable law. Additionally, should an employee, during their employment with Bright Star Schools, be arrested for, charged with, or convicted of any offense, the employee must immediately report as much to Human Resources or their school principal. For additional information on background checks, please contact the Human Resource Department.

V. GENERAL WORKPLACE POLICIES

A. PROHIBITION OF UNLAWFUL HARASSMENT AND RETALIATION

1. Policy

It is the policy of Bright Star Schools to ensure equal employment opportunity without harassment on the basis of race (which includes associated traits, such as hair styles and protective hair styles, e.g., braids, locs, and twists, and hair texture), color, religious creed (which includes, without limitation, to religious dress and grooming practices), gender, gender identity, gender expression, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer and genetic characteristics), use of cannabis/marijuana off the job and away from the workplace, genetic information, age (forty (40) and over), sexual orientation, marital status, registered domestic partner, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision-making (including but not limited to a decision to use or access a particular drug, device or product or medical services for reproductive health), military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical and other protected leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics. Harassment is further prohibited not just on the basis of individual protected traits, but also on the basis of the intersectionality (or combination) of two or more protected characteristics.

The School prohibits any such harassment in the workplace. In addition, we prohibit abusive conduct/workplace bullying in the work environment. It is our mission to provide a professional work and learning environment free of harassment, discrimination and/or workplace bullying and that maintains equality, dignity, and respect for all. This policy protects all employees of the School as well as interns, volunteers, and potential employees (applicants). All employees of the School are required to abide by this policy, regardless of position or status, including supervisors,

administration, and co-workers. In addition, this policy prohibits unlawful harassment by third parties, including students, parents, vendors or other third parties, who have workplace contact with our employees.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or school-related social events

The 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 (42 U.S.C. sections 2000e *et seq.*) and the California Fair Employment and Housing Act (California Government Code sections 12940 *et seq.*). The School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

2. Definition of Unlawful Harassment

Harassment includes, but is not limited to, 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, photography, gestures, cartoons or drawings on a basis protected by law. These examples of harassment are merely illustrative and may include other conduct.

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 individual." 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.

The following are examples of conduct which may constitute unlawful sexual harassment:

- Verbal conduct such as unwanted sexual advances including flirting, sexually suggestive innuendos, conversations regarding sexual activities, and sexual invitations or comments, racial slurs or epithets, sexist or misogynistic comments, ethnic insults or jokes, religious aspersions or mockery, disability insults or ridicule, homophobic epithets or slurs, transphobic comments or derision, derogatory comments regarding gender, gender identity or gender expression, disparaging remarks regarding military or veteran status, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status or mockery of an accent or language or its speakers, negative remarks regarding marital status, pejorative or incendiary ethnophobias (i.e. racial or ethnic slurs), or any other belittling, negative or derogatory comments regarding any protected characteristic ("hostile work environment" harassment).
- Disrespectful or unprofessional conduct based on any of the protected categories listed above ("hostile work environment" harassment).
- Comments or conduct that consistently target one gender, even if the content is not sexual ("hostile work environment" harassment).
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, gestures, text messages, social media, instant messages, e-mails, letters, pictures, or gifts ("hostile work environment" harassment).
- Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work because of any protected basis ("hostile work environment" harassment).
- Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors ("quid pro quo" harassment).
- Sexually harassing conduct does not need to be motivated by sexual desire and may include situations that began as reciprocal relationships but later ceased to be reciprocal.

4. What to Do If Unlawful Harassment, Discrimination, or Retaliation Occurs

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 the

Principal. If the employee is not comfortable contacting the Principal or if the Principal is not available, the employee should contact the Human Resources Department or any other supervisor. Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, this policy to the Principal, the Chief Instructional Officer of Education, or the Human Resources Department. A prompt investigation will be conducted and appropriate corrective action will be taken where warranted. Complaints will be handled as discreetly as possible, consistent with the need to investigate effectively and promptly resolve the matter. If possible, complaints should be filed with the Principal, the Chief Instructional Officer, or the Human Resources Department utilizing the Sexual Harassment Complaint Form found at the end of this Handbook.

Complaints of unlawful discrimination, harassment, and/or retaliation can also be filed with the California Department of Fair Employment and Housing and/or the federal Equal Employment Opportunity Commission. These agencies may accept, investigate, prosecute, and remedy complaints. The telephone numbers for these agencies are listed in the telephone book and online.

Any employee found to have participated in unlawful harassment, discrimination, or retaliation will be subject to disciplinary action, up to and including termination. Furthermore, because of the seriousness of a complaint of unlawful discrimination, harassment, or retaliation, any employee who makes or knowingly participates in a false complaint will be subject to disciplinary action, up to and including termination. There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven.

5. What is abusive conduct/workplace bullying?

- Conduct of an employee in the workplace that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer's legitimate business interests. Examples may include:
 - Use of derogatory remarks, insults and/or epithets
 - Verbal or physical conduct that sabotages or undermines a person's work performance that is threatening, humiliating or intimidating.
- Bullying, gossip, profanity, abusive conduct and negative comments are destructive to our School culture, create false rumors, disrupt school operations and interfere with the privacy of others.

6. Non-Retaliation Policy

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

As used in this policy, "retaliation" means taking any adverse employment action against an employee because the employee engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, reporting or assisting in reporting suspected

violations of this policy, cooperating or participating in investigations or proceedings arising out of a violation of this policy, refusing to report to, or leaving, the workplace place during an emergency condition (as defined by law) because the employee reasonably believes that the workplace or worksite is unsafe, or engaging in any other activity protected by applicable law.

As used in this policy, an “adverse employment action” means conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing an employee’s work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such as denying an accommodation; not talking to an employee (the “cold shoulder”) when otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any retaliatory adverse action because of a protected activity will not be tolerated. If an employee believes he/she has been subjected to, has witnessed, or has knowledge of retaliation in violation of this policy, please follow the complaint procedure outlined below.

7. Responsibility

All Bright Star Schools employees have a responsibility for keeping our work environment free of harassment, discrimination, retaliation and abusive conduct in accordance with this policy.

8. Reporting

The School strongly encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender’s identity or position. Individuals who believe that they have been subjected to, or witnessed, such conduct should immediately discuss their concerns with their immediate supervisor, or the Human Resource Department. Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to the Human Resource Department, or other upper-level administrators Chief Operations Officer (COO), as appropriate. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination. There is no requirement to report your complaint to any designated supervisor within Bright Star Schools. Select the individual supervisor with whom you feel the most comfortable discussing your complaint. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint.

Every effort will be made to keep such reports as confidential as possible, although confidentiality cannot be guaranteed. Bright Star Schools is serious about enforcing its policy against discrimination, harassment and retaliation; however, Bright Star Schools cannot resolve potential violations that it does not know about. Therefore, employees are responsible for bringing any such

problems to Bright Star Schools' attention so it can take whatever steps are necessary to correct the problems.

All complaints submitted pursuant to this policy can be done in writing or verbally. Your complaint should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints anonymously via email to hrsupport@brightstarschools.org.

9. Investigation/Complaint Procedure

All complaints of harassment, discrimination, retaliation or abusive conduct will be promptly investigated.

The School encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

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

All employees are required to fully cooperate with the School's investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, the School will provide regular progress updates, as appropriate, to those directly involved. The School will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses.

The School may investigate conduct in the absence of a formal complaint if the Bright Star Schools has reason to believe that an individual has engaged in conduct that violates Bright Star Schools policies or applicable law. Further, Bright Star Schools may continue its investigation even if the original complainant withdraws his or her complaint during the course of the investigation.

Any conduct which the School believes constitutes harassment, discrimination, abusive conduct, or retaliation in violation of this policy will be dealt with appropriately. Corrective action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as Bright Star Schools believes is appropriate under the circumstances. Due to privacy protections, the Bright Star Schools may not be able to fully disclose its entire decision regarding corrective action to the complainant. False and malicious complaints of harassment, discrimination, abusive conduct, or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

10. Conclusion

This policy was developed to ensure that all employees work in an environment free from harassment, discrimination, abusive conduct and retaliation. Bright Star Schools will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has questions or concerns about these policies should talk with the Vice President of Human Resource or Chief Operations Officer. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of Bright Star Schools prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination, abusive conduct, and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

If you believe you have experienced discrimination, harassment, or abusive conduct you may file a California Civil Rights Department (“CRD”) or Equal Employment Opportunity Commission complaint. For information contact the CRD or EEOC. You may find their phone numbers online at www.eeoc.gov and <https://civildrights.ca.gov/>, respectively.

11. Training Requirements

Bright Star Schools requires all employees to abide by California’s training requirements, which includes training within six months of hire and retraining every two years thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

B. TITLE IX NOTICE OF NONDISCRIMINATION

Bright Star Schools does not discriminate on the basis of sex in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. §1681 et seq.) and the Title IX regulations (34 C. F. R. Part 106), including in admission and employment. Some types of sexual harassment are also prohibited under Title IX.

Inquiries about the application of Title IX and 34 C. F. R. Part 106 may be referred to the Charter School Title IX Coordinator, the Office for the Civil Rights of the U.S. Department of Education, or both.

All complaints and reports of conduct that may constitute sex discrimination including sex-based harassment should be submitted to our Title IX Coordinator, who can be reached at:

Angelina Calderon, Interim Vice President of Public Affairs

3435 Wilshire Blvd., Suite 2460, Los Angeles, CA 90010

acalderon@brightstarschools.org

(323) 954-9957 Ext 1023

A copy of Bright Star Schools' Title IX Policy, which includes the specific rules and procedures for reporting sex discrimination and sex-based harassment occurring within Bright Star Schools' education program or activities and for pursuing available remedies, is available on the Bright Star Schools website at: <https://brightstarschools.org/Title-IX-Resources>

C. SUPPORT ACADEMIC FUTURES AND EDUCATORS FOR TODAY'S YOUTH ("SAFETY") ACT

The School complies with the Support Academic Futures and Educators for Today's Youth ("SAFETY") Act. Neither employees nor contractors will be required to disclose a student's sexual orientation, gender identity or gender expression to any other person without the student's consent.

Retaliation or adverse action against an employee on the following grounds is prohibited:

- refusing to disclose a student's sexual orientation, gender identity or gender expression to any other person without the student's consent;
- supporting students' rights and opportunities in the educational system as required by law, free from unlawful discrimination and harassment,
- providing instruction to students consistent with current legal requirements.

Any employee engaging in retaliation prohibited by this section will be subject to discipline up to and including termination.

D. 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. Please contact the Principal with your questions or concerns. If the situation is not resolved to your satisfaction, please contact the Human Resources Department, preferably in writing, who will further investigate the issue. If the situation is still not resolved to your satisfaction, you may resort to the Internal Complaint Review Policy.

E. WHISTLE-BLOWER PROTECTION

The School encourages its employees to disclose information to appropriate officials if the employee reasonably believes that the information discloses a violation of a state or federal statute or a violation or noncompliance with a state or federal rule or regulation. Such an employee may be a “whistle-blower” under applicable law.

The School encourages employees to report such information first to the Human Resources Department or other appropriate School official. In the alternative, employees may also directly report such information to a government or law enforcement agency. The School will investigate all reports and take corrective action as appropriate. A whistle-blower is not responsible for investigating the activity or for determining fault or corrective measures.

The School prohibits retaliation against whistle-blowers. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, poor work assignments, and/or threats of physical harm. Any whistle-blower who believes that he or she is being retaliated against should immediately contact the Human Resources Department. A whistle-blower’s protection against retaliation does not include immunity for any personal wrongdoing that is alleged, investigated, and supported. The School will investigate all reports of retaliation and take corrective action as appropriate.

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: Supervisor and the Human Resource Department.

Violations of this policy will result in disciplinary action, up to and including termination.

F. VIOLENCE IN THE WORKPLACE

The School has adopted a policy prohibiting workplace violence including a Workplace Violence Prevention Plan. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect Bright Star Schools or which occur on Bright Star Schools property will not be tolerated. Examples of workplace violence include, but are not limited to, the following:

All threats or acts of violence occurring on Bright Star Schools premises, regardless of the relationship between Bright Star Schools and the parties involved.

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

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy Bright Star Schools property
- Making harassing or threatening phone calls

- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapons

The School prohibition against threats and acts of violence applies to all persons involved in Bright Star Schools operation, including but not limited to all personnel, contract, unpaid interns, volunteers and temporary workers and anyone else, including parents on Bright Star Schools property. Violations of this policy by any individual on Bright Star Schools property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors or the Human Resource Department.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the law enforcement authorities by dialing 911. Immediately after contacting the law enforcement authorities, the employee must report the incident to the Human Resource Department.

Employees should immediately inform their supervisor or the Human Resources about any workplace security hazards. If these individuals are not available, the employee should immediately inform any other supervisor so that appropriate action can be taken.

There will be no retaliation against any employee who brings a complaint in good faith under the Violence in the Workplace Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

In certain circumstances, the School may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence or harassment.

G. SUBSTANCE AND ALCOHOL POLICY

It is the intent of Bright Star Schools to promote a safe, healthy and productive work environment for all employees. The School recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations or School success.

Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged to voluntarily seek diagnosis and follow through with any treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the Human Resources Department or the Principal, who will determine whether the School can accommodate the employee by providing unpaid leave for the time necessary to complete participation in the program. Employees should be aware that participation in a rehabilitation program will not

necessarily shield them from disciplinary action for a violation of this policy, including termination.

For purposes of this policy, “illegal drugs” includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana, marijuana vaping or other recreational marijuana use), and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). “Drug paraphernalia” means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. “Under the influence” means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, and/or illegal drugs in any detectable manner.

The School complies with all Federal and State regulations regarding drug use while on the job. This policy prohibits the following:

- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on the School’s premises;
- Refusing to submit to an inspection or testing when requested by administration;
- Being under the influence of illegal drugs, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School’s premises and/or attending a School function or event.
- Conviction under any criminal drug statute for a violation occurring in the workplace, including failure to notify the School in writing of employee’s conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction; or
- Failure to keep all prescribed medicine in its original container.

Employees taking physician-prescribed medications, which impairs the employee’s job performance, (including medical prescribed marijuana) should not report to work. In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to the Human Resources Department. Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students.

Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform their specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in their possession on the School premises any prescription medication other than medications currently prescribed by a physician for the employee.

Bright Star Schools will not discriminate against employees for the use of cannabis/marijuana off the job and away from the worksite, nor will Bright Star Schools take disciplinary action against employees for such use, so long it does not result in the employee being under the influence of marijuana while on the job (e.g., using marijuana off-duty and outside of work and then coming to work while still under the influence/impaired).

Alcohol or Tobacco

Any employee who possesses alcohol or tobacco while working or on School property, works under the influence of alcohol, or uses tobacco while working or on School property will be subject to disciplinary action, up to and including termination. This policy extends to School events that take place off School property, including, but not limited to, Evening of Excellence (EOE), promotion ceremonies, and Life Experience Lessons (LEL) (including “nights out” on LELs).

Employees invited to functions hosted by students or at which students will be present should use their best judgment with respect to the consumption of alcohol. Even when not “on duty,” employees are expected to always act as role models for our students. As such, displays of intoxication, reckless drinking, inappropriate behavior related to consumption of alcohol, etc. will not be tolerated and will result in immediate disciplinary actions.

Nothing in this policy is intended to prohibit the customary, ordinary, and recreational use of alcohol and tobacco while not working, off School property, and not in the proximity of School students, so long as that activity does not violate any law or result in an employee being impaired by the use of such substances in violation of this policy.

Disciplinary Action

Violations of this policy will result in termination.

Confidentiality of Drug Use Disclosures

Disclosures made by employees concerning their use of legal drugs will be treated with due regard to confidentiality and will ordinarily not be revealed to others unless there is a work- or school-related reason for doing so. Disclosures made by employees concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially to the extent legally permitted.

Searches and Testing

The School may at times conduct unannounced searches of School property for alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. This includes desks, storage areas, and rooms normally used to store employees' personal property. As a result, employees do not have an expectation of privacy in this regard.

To the extent permitted by law, the School may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol. Such testing will be conducted if two or more supervisors, employees, medical or other adult personnel observe an employee acting in such a manner to raise suspicion that the employee is under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee. Such testing will not include screening for nonpsychoactive cannabis metabolites.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

H. TOBACCO-FREE SCHOOL

Bright Star Schools prohibits the smoking and use of tobacco and nicotine products anytime, anywhere in school owned or leased building(s), on school property and in school owned or leased vehicles. These prohibitions apply to all employees, students, and visitors at any school-sponsored program, activity, or athletic event held on or off school property.

- The definition of tobacco and nicotine products include smokeless tobacco, snuff, chew, clove cigarette, and electronic cigarettes that can deliver nicotine and non-nicotine vaporized solutions.
- Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic device that creates aerosol or vapor or of an oral smoking device for the purpose of circumventing the prohibition of smoking.
- Tobacco products include
 - Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved,

inhaled, snorted, sniffed, or ingested by any other means, including but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco or snuff;

- An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah; and,
- Any component, part, or accessory of a tobacco product, whether sold or not sold separately.

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. In addition, any form of intimidation, threat, or retaliation against a person attempting to enforce this policy is prohibited.

I. SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as cigars, pipes, e-cigarettes, vaping and marijuana. Smoking is prohibited within 20 feet of a school building and within 25 feet of a school playground, whichever is farther. Employees who wish to smoke must limit their smoking to products that will not impair or impact their work performance during meal and rest periods off premises.

Violations of this policy will result in termination.

J. HEALTH, SAFETY AND SECURITY POLICIES

The School is committed to providing and maintaining a healthy and safe work environment for all employees. You are required to immediately report to your supervisor any potential health or safety hazards and all injuries or accidents, even if you believe the problem is minor or has been corrected. 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. Please 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.

Employees shall not be prohibited from accessing their mobile device or other communication device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to confirm their safety during an emergency condition. An emergency condition means: (i) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (ii) an order to evacuate a workplace, a worksite, a worker's home, or the school of a worker's child due to natural disaster or a criminal act.

K. OCCUPATIONAL SAFETY

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

All workplace injuries and illnesses must be immediately reported to your supervisor, Operations Department and the Human Resource Department.

Bright Star Schools has in place a written Injury and Illness Prevention Program and a Workplace Violence Prevention Plan as required by law. These documents are located in the main office for review.

Teachers are responsible for storing books, supplies and other items in assigned storage closets, bookshelves and in areas that keep items clear of walkways and doorways.

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

L. ACCIDENT/INCIDENT REPORTING

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes. An accident/incident reporting form should be completed by the Front Office Manager when an accident or injury has been reported. The form must be forwarded to the Human Resource Department within 24 hours of the time of the incident.

M. REPORTING FIRES AND EMERGENCIES

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

N. PERSONAL PROPERTY

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

O. SOLICITING/CONDUCTING PERSONAL BUSINESS WHILE ON DUTY

In order to maintain and promote efficient operations, discipline, and security, the School maintains rules applicable to all employees that govern solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should immediately consult with his or her supervisor. This policy is not intended, nor should it be interpreted, to in any way limit the ability of an employee to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

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

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

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

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

The sole exceptions to this policy are charitable and community activities supported and approved by Bright Star Schools, or if an employee is engaged in a protected activity related to improving the terms and conditions of their employment.

School bulletin boards are the only areas where any merchandise or notices may be placed. Such items must meet the guidelines established by the School and the National Labor Relations Act, if applicable. The Human Resource Department must approve any postings prior to posting.

Bright Star Schools reserves the right to discontinue any solicitation or distribution if the activities become disruptive to employees or the efficient operation of the School's business.

Definitions

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

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

Employee Responsibility

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

Violations of this policy may result in disciplinary action, up to and including termination.

P. EMPLOYEE ID BADGES

All designated employees of Bright Star Schools shall be provided an ID badge indicating their name, title and campus/department.

It is the employee’s responsibility to procure an identification badge through the Human Resources Department, if the ID badge is lost or stolen. Once issued, the identification badge will be replaced only once if misplaced or lost. Further replacements will be the employee’s expense. The ID badge must be worn at all times while on Bright Star School campuses. Failure to wear ID badge may result in disciplinary action. Employees are to return identification badges if they leave or terminate their employment. Badges will be reissued when the following work year commences.

Q. PERSONNEL FILES AND RECORD KEEPING PROTOCOLS

At the time of your employment, a personnel file is established for you. Please keep the Human Resources 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, changes in beneficiaries on group life insurance policy, 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 in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. You also have a right to receive copies of documents that you have signed and copies of your payroll records. A request for information contained in the personnel file must be directed to the Principal or the Human Resources Department.

The School will restrict disclosure of your personnel file to authorized individuals within the School. Only the Human Resources 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.

R. WORK HOURS AND SCHEDULES

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Executive Director or your supervisor will assign your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short-term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Executive Director.

The School reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment. Non-exempt employees are not allowed to perform work at home or away from the School unless specifically authorized for each occurrence by their supervisor. Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Non-exempt employees are not allowed to work “off the clock.” Attendance at school-sponsored functions is not compensated unless the supervisor has required you to attend the function. Employees violating these rules may be subject to disciplinary action up to and including termination.

The School’s normal business hours are from 6:30 a.m. to 6:00 p.m., Monday through Friday. Employee work schedules shall be consistent with the applicable calendar of work days for their position. Please see your supervisor if you have any questions regarding your regular schedule.

S. MAKEUP TIME

The School may, in its sole discretion, allow the use of makeup time when non-exempt employees need and voluntarily request time off to attend to personal obligations. When approved by the School, employees may take time off and then make up the time in the same workweek in which the time was lost. Such makeup time will be paid at the employee’s regular rate of pay. Makeup time may not exceed 11 hours in one workday or 40 hours in one workweek.

Makeup time requests must be submitted in writing to the Human Resources Department, with the employee’s signature, before the extra hours are worked. Requests will be considered for approval based on the business needs of the School at the time the request is submitted. A separate written request is required for each occasion that the employee requests makeup time. Missed work time may only be made up if a legitimate need for the extra hours exists.

An employee's use of makeup time is completely voluntary. Bright Star Schools does not encourage, discourage, or solicit the use of the makeup time.

T. MEAL AND REST PERIODS (NON-EXEMPT EMPLOYEES)

All non-exempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During your meal periods and rest periods, you may not work at all. You are excused from all duties and are free to leave the premises. In addition, please understand that you may not combine required meal or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier. In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy or you must begin your meal period more than five hours after your work period began, you must notify Human Resources in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken. If you leave the premises for either a meal or rest break, you are doing so for strictly personal reasons and will not be covered by worker's compensation.

Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination

Meal Periods

Non-exempt employees (hourly employees) scheduled to work more than five hours in a day are given a 30-minute duty-free unpaid, uninterrupted meal period. The meal period must be taken before the end of the fifth (5th) hour of work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period no later than 11:59 a.m.

If an employee's day exceeds ten hours of work time, the employee is entitled to an additional 30-minute duty-free, unpaid, uninterrupted meal break. Employees must begin their second unpaid meal period (if applicable) within ten hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin their second meal period no later than 4:59 p.m. The employee may only waive this second meal period if he/she has taken the required first meal break of at least 30 minutes and his/her workday will not exceed 12 hours.

<u>Hours Worked</u>	<u>Number of Meal Periods</u>
0 hours to 4.99 hours	No meal period
5 hours to 10 hours	1 30-minute meal period
10 hours to 14 hours	2 30-minute meal periods

Non-exempt employees must observe assigned working hours, the time allowed for meal periods, and report any missed, late or short meal periods on that days' time record and to the employee's supervisor immediately. The meal period must be accurately recorded on the employee's time sheet. Meal periods are unpaid time and employees are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday.

Rest Periods

Nonexempt employees are authorized and permitted to take a 10-minute rest period for each four (4) hours of work or major portion thereof. Your supervisor may schedule your rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off.

<u>Hours Worked</u>	<u>Number of Rest Periods</u>
3.5 hours to 6 hours	1 10-minute rest period
6 hours to 10 hours	2 10-minute rest periods
10 hours to 14 hours	3 10-minute rest periods

Nonexempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period on the days' time record and to the employee's supervisor immediately. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

Daily Timekeeping Meal Period and Rest Period Reporting Form

Employees who miss a meal or rest period or who experience a late, short, or interrupted meal period—for any reason—must immediately report this issue to their supervisor and complete a Daily Timekeeping Meal Period and Rest Period Reporting Form. Employees must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period and turn in this form to their supervisor or to the payroll department (payroll@brightstarschools.org) on the same workday that they experienced the non-compliant meal or rest period. Supervisors are responsible for ensuring that the Payroll Department (payroll@brightstarschools.org) receives these forms no later than the end of the workday following the workday on which the reportable issue occurred.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an “authorized” meal period at the time provided by the School), the employee is not entitled to premium pay (one additional hour of pay at the regular rate of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to attend a meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay of one additional hour of pay at the regular rate of pay. Employees must report the reason for the non-compliant meal or rest period on the Daily Timekeeping Meal Period and Rest Period Form.

Responsibilities

Non-exempt employees are required to take their meal and rest periods in accordance with this policy. If you encounter any challenges with taking meal or rest periods in accordance with this policy, please immediately contact your supervisor or Human Resources.

Supervisors are responsible for facilitating meal and rest periods in a fair and uniform manner. Supervisors may not pressure or coerce employees to take late, short, or interrupted meal and rest periods or to skip their meal and rest periods. Employees who feel pressured or coerced, must immediately report that to Human Resources.

Discipline

Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

U. LACTATION ACCOMMODATION

The School provides a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child.

A private location to express breast milk will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, the School shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, the School may provide another cooling device suitable for storing milk, such as a School-provided cooler.

An employee who would like to request an accommodation to express milk should submit an accommodation request via email to the employee's supervisor or the Human Resource Department. The School reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Employees requesting an accommodation under this policy should comply with the following requirements:

1. The employee should submit an accommodation request email and contact their supervisor or the Human Resource Department to request designation of a location and time to express breast milk under this policy.

2. The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

Retaliation for making a lactation accommodation request is strictly forbidden. If the employee believes the employee has been retaliated against it should be reported immediately to Human Resources or the School Principal. Discrimination against and harassment of lactating employees in any form is unacceptable will not be tolerated at Bright Star Schools and will be handled in accordance with Bright Star Schools' policy on discrimination and harassment.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may also file a complaint with his or her supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office by phone or visit a local office by finding the nearest one on our website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

V. OVERTIME PAY

Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. The School provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law. All overtime work must be previously authorized by your supervisor. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees.

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

For overtime pay calculation purposes for non-exempt employees, the workweek at the School begins Sunday at 12:00 a.m. and ends the following Saturday at 11:59 p.m. The workday begins at 12:00 a.m. and ends at 11:59 p.m. Overtime is calculated based on the regular rate of pay.

W. PAYROLL

Paydays at Bright Star Schools are scheduled on the **15th of the month and the last day of each month**. 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 before the weekend or holiday.

You should promptly notify **Human Resources Department** if you have a question regarding the calculations of your paycheck; any corrections, will be noted and will appear on the following payroll.

X. TIMECARDS/RECORDS

Nonexempt employees must accurately complete time records within the School's timekeeping system on a daily basis. Each time record must show the exact time each work period began and ended, the meal periods taken, and your signature. You need not clock in and out for your rest periods. Absences and overtime must be accurately identified on your time record. Non-exempt employees are not allowed to work "off the clock." All time actually worked must be recorded. This includes the use of laptops, computers, PDAs or cell-phones to check work email, voicemail or to send text messages after hours. You cannot record time and/or submit a time record for another employee. Each employee must sign and submit his or her own time record. Falsification of any timecard may result in disciplinary action, up to and including termination.

Violations of this policy may result in disciplinary action, up to and including termination. Employees who forgot to clock in or out for any reason or make a mistake in clocking in or out must immediately report this issue to their supervisor and accurately complete a Daily Timekeeping, Meal Period and Rest Period Report Form. Employees must fill out all fields on the form, including providing a thorough explanation for the missed or incorrect time entry, and turn in this form to their supervisor [or insert position] on the same workday.

Y. PAYROLL WITHHOLDINGS:

The School is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (STRS for eligible credentialed faculty) and State Disability Insurance from each employee's paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, Bright Star Schools must comply with that order within the time allowed by law and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

If an employee believes an error has been made in his or her pay or deductions Bright Star Schools will work in good faith to resolve errors as soon as possible. The employee should notify the Accounting Department (payroll@brightstarschools.org) of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then he or she should ask the Accounting Department (payroll@brightstarschools.org) to explain it. The employee may change the number of withholding allowances he or she wishes to claim for Federal and/or State Income Tax purposes before any pay period by completing a new W-4 form via Paycom.

Z. ATTENDANCE AND PUNCTUALITY 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 the Principal. If it is not possible to arrange your absence or tardiness in advance, you must notify the Principal no later than one-

half hour before the start of your workday. If you are absent from work longer than one day, you are expected to keep the Principal sufficiently informed of your situation.

Teachers must have substitute lesson plans, class work and homework assignments ready at all times for a substitute to share with students for each day that the teacher may be away from the classroom. If the employee takes more than the allotted personal days during the days of scheduled classes or activities, he/she will not be paid for absences beyond those allotted days.

Excessive unexcused absenteeism and tardiness may lead to disciplinary action, up to and including termination. An absence or tardiness without notification to the Principal may lead to disciplinary action, up to and including termination.

If you fail to come to work for more than three consecutive work days without notifying the school, the School will presume that you have voluntarily terminated your position with the School at the close of business of the third missed day.

The School counts on each employee's attendance. Every absence creates a hardship for students and staff. Unsatisfactory attendance, reporting late, or leaving early is unfair to our students and colleagues, and it is not acceptable, unless otherwise excused. If you are going to be absent you must text or call your Supervisor by **6:00 a.m.** If you will be absent the following day, please call your Supervisor by **3:00 p.m.** the same day you called in.

Punctual attendance is also essential to our fulfilling our mission at Bright Star Schools. Because of this, we expect teachers to arrive on time at 7:15 each day. This means that the classroom doors should be open by 7:15 and that your computer should be on and you should be logged onto the network by 7:20 a.m.

Violations of this policy may result in disciplinary action, up to and including termination, unless otherwise protected by law.

AA. PROFESSIONAL DEVELOPMENT

Throughout the year, administration will search for professional development opportunities for faculty and staff. Employees of Bright Star Schools are also encouraged to individually seek out professional development opportunities that will provide knowledge and expertise in an area of teaching or staff position. Please see the Principal for approval of professional development opportunities prior to registration.

Teachers attending seminars and conferences must leave lesson plans, class work and homework assignments for a substitute to share with students for each day that the teacher is away from the classroom.

VI. STANDARDS OF CONDUCT

A. PERSONAL APPEARANCE/STANDARDS OF DRESS FOR FACULTY AND STAFF

Neatness, cleanliness, and modesty are absolutely necessary at all times. The image and professional atmosphere at Bright Star Schools depend, in part, on the image that our employees project to students, families, community members, and others. If you have questions regarding what constitutes proper attire, please consult the Principal or Human Resources Department in advance in order to avoid conflicts. Any employee who is inappropriately dressed when he/she arrives for work will be considered unsuitable to commence work and will be sent home to change into appropriate dress. Employees who are asked to leave because of inappropriate dress or attire will not be compensated for any time expended in going home or returning to work.

Inappropriate attire for all includes, but is not limited to, the following:

- Unprofessional tight-fitting or body-contoured clothing
- Inappropriately revealing clothing
- Short skirts (higher than 1" above knee)
- Jeans, cargo pants, or shorts (except for P.E.)
- Shirts without collars (except for P.E.)
- Casual sweatshirts, sweat pants, or sweat suits (except for P.E.)
- Sandals, flip-flops, sheepskin boots, construction boots, or unrepaired shoes
- Hats inside the building
- Clothing with inappropriate or vulgar language
- Advertising of any kind
- Hats or clothing with any types of writing or words other than clothing issued by or otherwise provided by Bright Star Schools or associated with a college/university.
- Non-school logos

The Principal may determine that other items or appearances not listed above are inappropriate and therefore, each employee must use his and her best judgment as to what constitutes a neat, clean and professional image.

A Principal may choose to require a dress code that is more stringent than the one approved by the organization. The Principal will notify all employees of any changes to the dress code.

Violations of this policy may result in disciplinary action, up to and including termination.

B. STANDARD OF CONDUCT AND CIVILITY

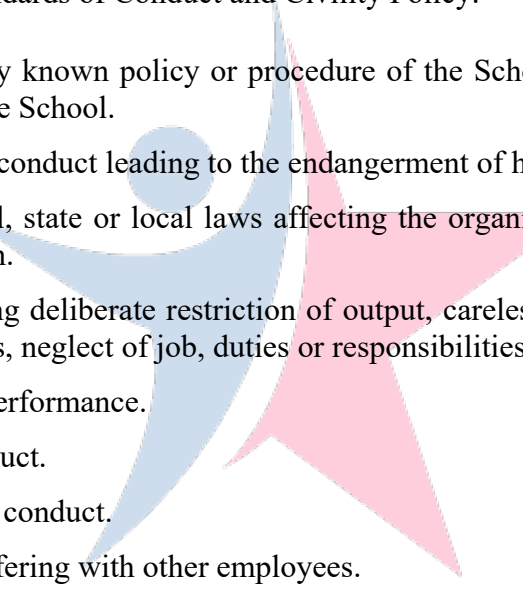
At Bright Star Schools, we are committed to upholding the highest standards of personal integrity and conduct. These standards are based on our dedication to treating people with dignity, respect, and civility, and taking individual and collective responsibility for our conduct. The manner in which we conduct ourselves defines us and how we are perceived by others. As school employees, we also serve as role models to our students.

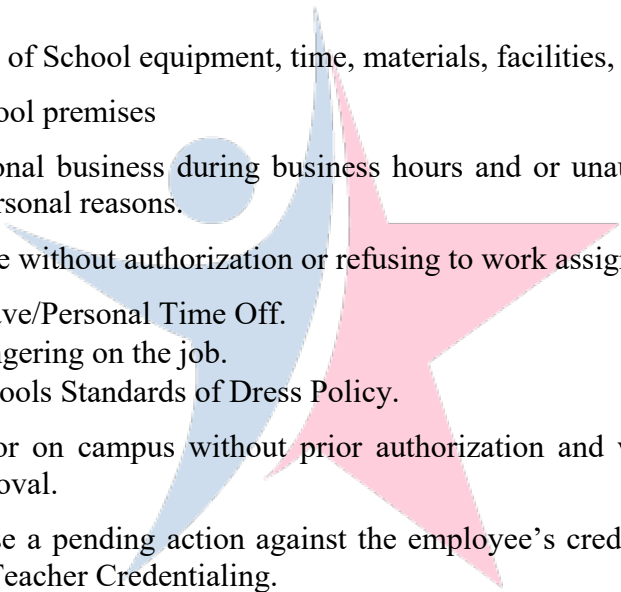
Bright Star Schools employees are accountable for integrity in conduct and for the consequences of their actions or inactions. The highest of ethical standards are expected in all matters internal, as well as with students, parents, and the community at large. All Bright Star Schools employees and any individuals acting on behalf of Bright Star Schools are required to conduct themselves in compliance with the essence of this Standards of Conduct and Civility policy. Any concerns must be promptly reported to a supervisor or the Human Resource Department. Failure to comply with this policy may result in disciplinary action, up to and including termination.

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 may be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited and will not be tolerated by the School. Other types of conduct that threaten security, personal safety, employee welfare and/or the School's operations also may be prohibited and will result in disciplinary action up to and including termination. The specification of this list of conduct in no way alters the at-will employment relationship the employee has with the School.

- Excessive tardiness or absenteeism unless otherwise excused.
- Release of confidential student or other information without authorization.
- Possession of or reporting to work while under the influence of alcohol or illegal drugs and controlled substances.
- Theft or embezzlement.
- 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 well being of another individual.
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive.
- Provoking a fight or fighting during working hours or on School property.
- Use of foul, profane or otherwise unacceptable language.
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the School.
- Misuse of School property or funds.
- Carrying firearms or any other dangerous weapons (real or replica) on School premises at any time or while acting on behalf of the School.

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- Acts of discrimination or harassment based on race, creed, color, religion, national origin, ethnicity, ancestry, sex, sexual orientation, gender, gender identity, gender expression, age, physical or mental disability, marital status, registered domestic partner status, citizenship status, medical condition, pregnancy, genetic characteristics, veteran status or any other legally protected status.
 - Making derogatory racial, ethnic, religious or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours.
 - Failure to comply with the School's safety procedures.
 - Violation of the Standards of Conduct and Civility Policy.
 - Insubordination.
 - Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School.
 - Negligence or other conduct leading to the endangerment or harm of a child or children.
 - Violations of federal, state or local laws affecting the organization or your employment with the organization.
 - Inefficiency including deliberate restriction of output, carelessness or unnecessary waste of time and materials, neglect of job, duties or responsibilities.
 - Unsatisfactory job performance.
 - Unprofessional conduct.
 - Immoral or indecent conduct.
 - Intimidating or interfering with other employees.
 - Breaching Confidentiality.
 - Dishonesty.
 - Abuse of sick leave.
 - Failure to possess or maintain the credential or certificate or license required of the position.
 - Recording the work time of any other employee, or allowing any other employee to record your work time or falsification of any time card, either your own or another's.
 - Damage, defacing, unauthorized removal, destruction, theft, deliberate or careless damage or loss of any School property or the property of any employee or third-party.
 - Failure to observe working schedules, including the required rest and meal periods.
 - Failure to provide a physician's certificate when requested or required to do so.
 - Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.

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- Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods.)
 - Failure to timely notify your supervisor when you are unable to report to work absent extenuating circumstances.
 - Willfully or maliciously making false statements regarding any co-worker or submitting a complaint known to be false.
 - Unreported absence on scheduled workdays unless otherwise excused.
 - Failure of an employee to obtain permission to leave work for any reason during normal working hours.
 - Unauthorized use of School equipment, time, materials, facilities, or the School name.
 - Gambling on school premises
 - Conducting personal business during business hours and or unauthorized use of school equipment for personal reasons.
 - Working overtime without authorization or refusing to work assigned overtime.
 - Abuse of Sick leave/Personal Time Off.
 - Sleeping or malingering on the job.
 - Violating the Schools Standards of Dress Policy.
 - Allowing a visitor on campus without prior authorization and without the appropriate clearance or approval.
 - Failure to disclose a pending action against the employee's credential by the California Commission on Teacher Credentialing.

Violation of any safety, health, security, or School rule, including the policies set forth in this Handbook.

The School will not discipline employees for conduct that relates to employees' ability to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in concerted activity protected under federal, state or local law.

D. CONFIDENTIAL INFORMATION

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, student information, all student lists, techniques and concepts, practices, marketing plans, strategies, forecasts, software, computer programs, writings, testing materials, lesson plans, teaching materials, educational strategies and all know-how and show-how whether or not protected by patent, copyright, or trade secret law.

The School devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of the School, you will, during the course of your

employment, have access to and become familiar with various trade secrets and confidential information that are owned by the School. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of the School, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information (including any student information) shall be returned to the School during extended leaves of absence or upon termination.

During your employment with the School, you will not be permitted nor required to breach any obligation to keep in confidence proprietary information, knowledge, or data acquired during your former employment. You must not disclose to the School any confidential or proprietary information or material belonging to former employers or others.

Violations of this policy may result in disciplinary action, up to and including termination.

Nothing in this policy prevents employees from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that they have reason to believe is unlawful. This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment during non-working times, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

E. USE OF SCHOOL KEYS, SUPPLIES, EQUIPMENT AND TECHNOLOGY

During the hiring process, staff members will be issued keys, equipment including a laptop computer, overhead projector, etc., and supplies. All items are property of the School and will be issued for the sole purpose of use for the School. All items will be labeled and assignment to staff will be documented. Staff members are responsible for locking up equipment and supplies each night after school. Classrooms and other rooms of the school facility must be locked all times during the day when the teacher is not in the classroom and after completion of use each day. Keys are the responsibility of staff and are not to be given to students at any time, unless in the event of an emergency.

All items issued to staff members must be turned in to the School Office at the end of the school year. If it is determined after investigation that items which are damaged, lost or stolen as a result of a staff member's carelessness or failure to lock closets or rooms, the staff member will be responsible for replacing the damaged, lost or stolen item.

All School-owned communications equipment and technology, including computers, electronic mail systems, voice mail 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. All communications and information transmitted by, received from, or stored in these systems are School records and the property of the School. 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. Thus, employees have no expectation of privacy in any communications made using School owned equipment and technology.

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, images 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 IT Department all passwords used in connection with the School's communications equipment and technology any time the employee's passwords are created or change. 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, may be subject to discipline, up to and including termination.

Internet use, unless previously authorized, 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 email system and internet access is not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. The email 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. For example, this includes a prohibition on transmitting or displaying sexually explicit images, ethnic slurs, racial epithets or anything else that may be construed as harassment of, discrimination of, retaliation against, or disparagement of others based on their race, creed, color, religion, national origin, ethnicity, ancestry, sex, sexual orientation, gender, gender identity, gender expression, age, physical or mental disability, marital status, registered domestic partner status, citizenship status, medical condition, pregnancy, genetic characteristics, veteran status or any other legally protected status. Furthermore, employees must not use the School's communications equipment and technology for the unauthorized disclosure, use and dissemination of confidential or personal information regarding students.

Employees should not attempt to gain access to another employee's email files or a voicemail message 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.

Users are required to comply with this policy and, by using any part of the School's communications and technology systems, agree to be bound by this policy. Any person who discovers misuse of the Internet access or any of the School's technology should immediately contact the Human Resources Department or the Principal. Any user who violates any part of this policy may be subject to disciplinary action, up to and including termination.

The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices, to improvements and innovations to existing systems and devices, and to completely new technologies, devices, and systems. The School reserves the right to amend this policy at any time.

This section is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engaging in protected concerted activity that employees have the right to engage in under federal, state or local law.

F. SOCIAL MEDIA POLICY

Social media can be a valuable and powerful means of communication. The School recognizes the importance of the Internet in shaping public thinking about the School and our current and potential services, employees, partners, volunteers, and students. The School is also committed to supporting your right to interact knowledgeably, responsibly, and socially in the blogosphere and on the Internet through blogging and participation in social media sites.

Scope

In light of the explosive growth and popularity of social media technology in today's society, the School has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to the School; (2) engage in social media activities during working hours; (3) use School equipment or resources while engaging in social media activities; (4) use your School e-mail address to make a post to a social media platform; or (5) post in a manner that reveals your affiliation with the School; or (6) interact with students on the Internet and on social media sites.

For the purposes of this policy, the phrase "social media" refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Twitter

(X), LinkedIn, Pinterest, Instagram, SnapChat and YouTube, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

This policy is intended to supplement, not replace, the School's other policies, rules, and standards of conduct. For example, School policies on confidentiality, use of School equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

Standards of Conduct

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with the School.
- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- Confidential information (does not include information about the terms and conditions of your employment, such as wages, benefits, workplace safety and other topics an employee has the right to discuss with other employees under the law. Nothing in this policy prevents an employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee may have reason to believe is unlawful.
- While limited and incidental social media activities at work may be tolerated, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School's background check procedures.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from the School.

- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors that you know to be false about the School, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of the School, or competitors.
- Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the School.”
- Never be false or misleading with respect to your professional credentials.

Employees are not to initiate “friendships” with students or parents. Employees shall not accept students as friends on any personal social networking sites and are to decline any student-initiated friend requests. Employees must delete any students already on their “friends” list immediately. Employees should also be aware that participation in social media, even in a private setting, may not remain private and posts may become public knowledge and/or reported to the School.

Employees should weigh whether a particular posting puts their effectiveness as a School employee at risk. Bright Star Schools encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Employees may not discuss students nor post images that include students.

Employees may not comment on a student's blog or a student's other social networking commentaries.

Employees may not use trade names, or logos belonging to the School without express written permission of Human Resources.

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

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

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

Nothing in this policy is not intended to interfere with, restrain or prevent employees from using social media to:

- Communicate with others regarding wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

Policy Limitation

The School respects the rights of employees to communicate with one another or with third parties for purposes protected by law, including concerted activity protected by state and federal laws and the National Labor Relations Act. Nothing in this policy will be interpreted to prohibit such communications, nor shall any employee suffer any adverse job action due to such communications.

Access

Employees are reminded that the School's various electronic communications systems, including its computers, telephones, e-mail accounts, video conferencing, voice mail, facsimiles, and internal and external networks, are the property of the School. All communications and information transmitted by, received from, or stored in these systems are School records.

As a result, the School may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. The School may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with the School has engaged in a violation of this, or any other, School policy. As a result, employees do not have a reasonable expectation of privacy in this regard.

To set up social media that is owned and operated by the School in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create School social media from the Principal.
- Contact the IT Department to set up the social media. Provide the IT Department with the username and password that you would like assigned to the account. If you change the username and/or password, you must immediately update this information with the IT Department. Failure to do so may result in disciplinary action, up to and including termination. The School has final approval over all content and reserves the right to close the social media at any time, with or without notice.

Discipline

Any violation of this policy may result in disciplinary action, up to and including termination.

Retaliation Is Prohibited

The School prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and termination.

Questions

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

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

G. CONFLICTS OF INTEREST/NEPOTISM POLICY

Situations that result in actual or even potential conflicts of interest must be avoided by all employees. Personal, familial, social, or economic relationships with competitors, suppliers, parents, students, or coworkers that may impair an employee's ability to exercise good judgment on behalf of the School or that give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment, and morale problems.

The School permits the employment of qualified family members and those occupying similar personal relationships (a "Relation") so long as such employment (including position assignment, job responsibilities, performance, transfer, or promotion) does not: (1) create a supervisor/subordinate relationship with a Relation; (2) have the potential for creating an adverse impact on work performance or morale; or (3) create either an actual or potential conflict of interest. This policy shall be considered in connection with the hiring, assignment, transfer, advancement, and promotion of employees.

For purposes of this policy, "Relation" is defined to include a parent, spouse, significant other, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, any other relative by blood or marriage, and any member of the employee's household. A "member of the employee's household" includes individuals who are in committed personal relationships, irrespective of sexual orientation. A "supervisor/subordinate relationship" exists whenever one works within the "chain of command" such that the superior position supervises the other's performance or a direct reporting relationship exists.

All employees must avoid situations involving actual or potential conflicts of interest. An employee or applicant 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, any other appropriate supervisor, or the individual handling the application process for a determination about whether a potential or actual conflict exists. Applicants may be required to undergo additional interview and application requirements to ensure that no 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, including, but not limited to, transfer or termination of affected employees or declining to hire affected applicants. Failure to disclose facts related to a potential or actual conflict of interest may result in disciplinary action, up to and including termination.

This section is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engaging in protected concerted activity that employees have the right to engage in under federal, state or local law.

H. DATING POLICY

The organization strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. Although this policy does not prevent the development of friendships or romantic relationships between co-workers, it does establish very clear boundaries as to how relationships will progress during working hours and within the working environment. Individuals in supervisory relationships or other influential roles are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information and their ability to influence others.

Procedure

- Employees who allow personal relationships with co-workers to affect the working environment will be subject to the appropriate requirements of the School disciplinary policy which may include counseling for minor problems. Failure to change behaviors and maintain expected work responsibilities is viewed as a serious disciplinary matter.
- During non-working time, such as lunches, breaks and before and after work periods, employees are not prohibited from having appropriate personal conversations in non-work areas as long as their conversations and behaviors could in no way be perceived as offensive or make anyone else uncomfortable.
- Supervisors, managers, executives or anyone else in sensitive or influential positions must disclose the existence of any relationship with another co-worker that has progressed beyond a platonic friendship. Disclosure may be made to the immediate supervisor or the Human Resource Department. This disclosure will enable the organization to determine whether any conflict of interest exists because of the relative positions of the individuals involved.
- Where problems or potential risks are identified, the organization will work with the

parties involved to consider options for resolving the conflict. The initial solution will be to make sure that the parties involved no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc. are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage.

- In some cases more extreme measures may be necessary, such as transfer to other school sites, positions or departments.
- Refusal of reasonable alternative positions, if available, will be deemed a voluntary resignation.
- Continued failure to work with the organization to resolve such a situation in a mutually agreeable manner may be ultimately deemed insubordination; and therefore serve as cause for immediate termination.
- Where doubts exist as to the specific meaning of the terms used above, employees should make judgments on the basis of the overall spirit and intent of this policy.
- Any employee who feels they have been disadvantaged as a result of this policy, or who believes this policy is not being adhered to, should make their feelings known to the Human Resource Department.

I. CHILD NEGLECT AND ABUSE REPORTING

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

While each employee has the responsibility to ensure the reporting of any child he/she suspects is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. It is extremely important that Bright Star Schools employees comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA.

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

Violations of this policy may result in disciplinary action, up to and including termination.

J. STAFF MEMBER-STUDENT BOUNDARIES

1. Employee-Student Boundaries Policy

The School encourages friendly, caring relationships between employees and students. At the same time, the School requires employees to follow professional standards of conduct and to maintain appropriate boundaries between themselves and students. This policy is intended to apply only to interactions between employees and students. It is not intended to apply to interactions between employees or between employees and other adults. This policy does not apply to interactions that take place between students and their parents, legal guardians or family members even if those individuals are also employees. However, employees who are parents, legal guardians or family members of current students should nevertheless strive to behave professionally in the workplace.

2. Disciplinary Physical Contact with Students

It is the School's policy that no School employee will use corporal punishment against a student. This prohibition includes spanking, slapping, pinching, hitting, tying, taping, or the use of any physical force as retaliation or correction of inappropriate behaviors.

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; 3) engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid or 4) the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

3. Staff-Student Interactions

The School expects its employees to maintain appropriate professional relationships with students and be sensitive to the appearance of impropriety in their conduct with students. Employees are encouraged to discuss issues with their Supervisor or Human Resources when unsure whether particular conduct may constitute a violation of the policy.

Employees must understand that even an appearance of inappropriate relationships or impropriety may adversely impact their effectiveness in the school environment. Therefore, employees must be diligent in maintaining the highest ethical standards when interacting with students both inside and outside the school environment and should practice the utmost professionalism with forming any social relationships with students and families outside the classroom.

While the use of appropriate touching is part of daily life and is important for student development, employees must ensure that they do not exceed appropriate behavior. If a child or employee specifically requests that they not be touched, then that request must be honored.

4. Definitions:

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

Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

5. Unacceptable and Acceptable Behavior:

Some activities may seem innocent from a staff member’s perspective but may be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or “grooming.”

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. If a student specifically requests that he or she not be touched, then that request must be honored. Violations could subject the teacher or staff member to discipline up to and including termination. *Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for any required disciplinary purposes.* Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

6. Unacceptable Behaviors

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

- a. Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal or School Leader. It is recommended that any such gifts be filtered through the Principal along with the rationale therefor.
- b. Staff are not permitted to contact students through any of the following methods unless the communication is school-related, uses approved platforms, and includes a parent/guardian or staff member:
 - Personal emails or text messages
 - Comments on students' social media accounts
 - Phone calls
 - Notes or letters
 - Any communication through private or unapproved platforms

- c. Private social media accounts may not be used to communicate with students under any circumstances.
- d. Any communication with students that could be perceived as “flirting”
- e. Kissing of ANY kind
- f. Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.]
- g. Full frontal or rear hugs and lengthy embraces
- h. Sitting students on one’s lap (grades 3 and above)
- i. Touching buttocks, thighs, chest or genital area
- j. Wrestling with students or other staff members except in the context of a formal wrestling program
- k. Tickling or piggyback rides
- l. Any form of sexual contact
- m. Any type of unnecessary physical contact with a student in a private situation
- n. Furnishing alcohol, tobacco products, or drugs or failing to report knowledge of such
- o. “Dating” or “going out with” a student
- p. Remarks about physical attributes or physiological development of anyone. This includes comments such as “Looking fine!” or “Check out that [body part].”
- q. Taking photographs or videos of students for personal use or posting online or for school use without authorization
- r. Undressing in front of a student
- s. Leaving campus alone with a student for lunch
- t. Sharing a bed, mat, or sleeping bag with a student
- u. Intentionally being alone with a student away from the School
- v. Making, or participating in, sexually inappropriate comments
- w. Sexual jokes or jokes/comments with sexual overtones or double-entendre
- x. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- y. Listening to or telling stories that are sexually oriented
- z. Discussing your personal troubles or intimate issues with a student
- aa. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- bb. Giving students a ride to/from school or school activities without the express, advance written permission of the Principal and the student’s parent or legal guardian
- cc. Being alone in a room with a student at the School with the door closed and/or windows blocked from view
- dd. Allowing students in your home and/or in rooms within your home without signed parental permission for a pre-planned and precommunicated educational activity which must include another educator, parent, or designated school volunteer
- ee. Excessive attention toward a particular student
- ff. Sending e-mails, text messages, AirDrop, instant messages, Facebook messages, Instagram message, SnapChat message, TikTok message, or letters to students or chatting electronically with students if the content is not about school activities
- gg. Being “friends” with a student on any other social media platforms
- hh. Using profanity with or to a student

- ii. Involving student in non-educational or non-school related issues, including, but not limited to, the staff member's employment issues
- jj. Staff mirroring the immature behavior of students

7. Acceptable behaviors

- a. Pats on the shoulder or back
- b. Handshakes
- c. "High-fives" and hand slapping
- d. When age appropriate, touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
- e. Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only
- f. Holding hands while walking with small children or children with significant disabilities
- g. Assisting with toileting of small or disabled children in view of another staff member
- h. Touch required under an IEP or 504 Plan
- i. Reasonable restraint of a violent person to protect self, others, or property
- j. Obtaining formal written pre-approval from Principal to take students off school property for activities such as field trips or competitions, including parent's written permission and waiver form for any sponsored after-school activity whether on or off campus
- k. Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment)
- l. Keeping the door wide open when alone with a student
- m. Keeping reasonable and appropriate space between you and the student
- n. Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing
- o. Keeping administration informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
- p. Keeping after-class discussions with a student professional and brief
- q. Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
- r. Involving your supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- s. Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later
- t. Recognizing the responsibility to stop Unacceptable Behaviors of students and/or co-workers
- u. Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- v. Prioritizing professional behavior during all moments of student contact
- w. Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.

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

8. Reporting Violations:

Employees should follow the following guidelines:

- Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.

When any staff member becomes aware of another staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a reasonable suspicion of misconduct, they must report the suspicion to the Human Resources Department promptly. Prompt reporting of violations of this policy (or suspected violations) is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. When observant employees call attention to boundaries violation(s), the likelihood of harm to students is greatly reduced.

9. Investigating

The Human Resource Department will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior by a staff member, using such support staff or outside assistance, as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible. The investigating administrator shall promptly notify the Lead Executive Officer of the existence and status of any investigations. Upon

completion of any such investigations, the Human Resource Department shall report to the Lead Executive Officer any conclusions reached. The investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

In the event the allegation also constitutes a reportable allegation under California Penal Code section 11666, the Lead Executive Officer shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report with thirty-six (36) hours. Depending on the allegations, the Lead Executive Officer may defer investigating to law enforcement or other outside authorities.

10. Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

K. 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 or reflect negatively on the Employee or the School. 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.

L. EXPENSE REIMBURSEMENTS

Bright Star Schools will purchase the necessary supplies, materials and equipment for staff. Items will be issued to staff or will be stored in the staff lounge and will be available for shared use. If you are in need of instructional materials, supplies, or equipment, please check the staff lounge or ask the Principal or Office Manager if the item you need is available at the school. If it is not available, you may complete a Purchase Request Form and submit the form to the Principal, seeking approval for school purchase or for reimbursement.

1. Supplies and Materials:

Employee requests for purchase of supplies, materials or equipment must be submitted through a **Purchase Request Form** for approval by the Principal by the last day of each month. Purchase Request Forms will be reviewed by the Principal and must have signed approval before orders are processed. If the purchase request is denied, the staff member will be notified.

Some items that are needed immediately and are of relatively low cost (under \$100) may be approved for employee purchase and reimbursement. For these items, staff members need to (1) submit a Purchase Request Form to the Principal and wait for notification of approval (2) purchase the item, and (3) submit an Employee Reimbursement Form to the Principal along with a receipt for the item(s) purchased. The organization will make every effort to reimburse employees for approved purchases within two weeks of receipt of the reimbursement forms.

2. Mileage

If you are asked to drive for a Bright Star Schools activity, a Bright Star Schools field trip or if you drive to a professional development activity, you may record your mileage and seek reimbursement by submitting a mileage reimbursement form. Bright Star Schools will reimburse mileage based on the rate established by the Internal Revenue Service. Reimbursable driving must be approved in advance.

3. Cell Phones

Employees who are required to use their personal cell phone for work are eligible for reimbursement for business-related charges. The reimbursement is intended to reimburse employees for the portion of their cell phone charges attributable to work. To be eligible, the employee must be required to use their cell phone for work and have received the approval of their supervisor. If you believe you should be reimbursed for cell phone use or are entitled to an additional amount of reimbursement, please contact Human Resources.

4. Professional Development Per Diem

When at conferences, Bright Star Schools will reimburse for food (see amounts below). Alcohol is not eligible for reimbursement. The employee is responsible for submitting receipts with the Employee Reimbursement Form, upon return from the conference.

Event Type	Breakfast	Lunch	Dinner (if applicable)	Branded Items
PD/Workday Event	\$5-10	\$10-15	N/A	N/A
After-Hours Event	N/A	\$10-15	\$15-20	N/A

M. EMPLOYEES WHO ARE REQUIRED TO DRIVE

School vehicles are the property of the School. Employees who utilize School vehicles have a responsibility to maintain the vehicle to which they are assigned. Employees who drive a School vehicle or their own vehicle on School business are required to present proof of a current, valid driver's license. You must notify your supervisor of any changes to your driver's license status. DMV registration, insurance documentation, and all other required documentation is to be kept in the School vehicle's glove box at all times.

Employees using a personal vehicle for School business will be reimbursed at the per mile rate established by the Internal Revenue Service and must present proof of current, valid license and proof of current, effective insurance coverage. Motorcycles are not an approved form of transportation for conducting School business. As a condition of employment, employees who drive their own vehicle on approved School business are required to use good judgment.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use must refrain from using their phone while driving unless they are using a hands-free device. Safety must come before all other concerns. Thus, unless an employee is using a hands-free device in a safe-manner, he or

she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by the School or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs.

An employee who transports students for School-related activities must have no fewer than two students in the vehicle at a time. An employee may not transport only one student. Before transporting students for School-related activities, employees must have written approval from the Principal and the student's parent(s). Further, an employee may not transport students without first providing proof of adequate insurance to the School. Adequate insurance requires that, at a minimum, the employee has auto insurance with auto liability limits of \$100,000 per person - \$300,000 per accident - \$100,000 property damage.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability.

Violations of this policy will be subject to disciplinary action, up to and including termination.

VII. PAID TIME OFF AND EMPLOYEE BENEFITS

A. PAID TIME OFF & VACATION/SICK LEAVE

The School maintains a Paid Time Off ("PTO") program for exempt and non-exempt **full-time non-instructional employees** and Sick/Vacation Days for instructional employees in accordance with the chart and terms below.

CATEGORY	CALENDAR DAYS	NATIONAL HOLIDAYS	SCHOOL HOLIDAYS	PTO DAYS	SICK DAYS	VACATION DAYS	PTO DAYS ALLOWED TO ACCRUE	PAY RATE
Administrator*	12 month	12 days ----- Please refer to the Employee Handbook for details	1 Week Fall Break 1 Week Thanksgiving Break 1 Week during Winter Break 1 Week Spring Break 1 Week during Summer Break	10			15 (PTO hours stop accruing at cap)	Hourly Rate
Support Staff**	12 month		1 Week Thanksgiving Break 1 Week during Winter Break 1 Week Spring Break 1 Week during Summer Break	6			9 (PTO hours stop accruing at cap)	
Office Staff ***	12 month		1 Week Thanksgiving Break 1 Week during Winter Break 1 Week during Summer	6			9 (PTO hours stop accruing at cap)	
Alumni Support	12 month		1 Week Thanksgiving Break 1 Week during Winter Break 1 Week Spring Break 2 Weeks of Summer Break	6			9 (PTO hours stop accruing at cap)	
School Psychologist/Speech Language Pathologist (SLP)	12 month		Fall Break 1 Week Thanksgiving Break 2 Weeks of Winter Break Spring Break 2 Weeks of Summer Break	15			23 (PTO hours stop accruing at cap)	
Maintenance	12 month		1 Week Thanksgiving Break	15			23 (PTO hours stop accruing at cap)	
Seasonal	Seasonal				6			
Teacher/Counselors (NT/NC: New Teacher/New Counselor) (RT/NC: Returning Teacher/Returning Counselor)	11 month				7	3		
BRIGHT STAR SCHOOLS SUPPORT TEAM								
VP / Key Officer	12 month	12 days ----- Please refer to the Employee Handbook		30			45 (PTO hours stop accruing at cap)	Hourly Rate
Director / Sr. Director	12 month			25			38 (PTO hours stop accruing at cap)	
Manager / Sr. Manager	12 month		1 Week of Thanksgiving Break	20			30 (PTO hours stop accruing at cap)	
Associate / Coordinator	12 month			15			23 (PTO hours stop accruing at cap)	

Paid Time-Off (PTO) Accruals	6-day	10-day	15- day	20-day	25-day	30-day
Bi-Weekly hours:	2.18	3.33	5.00	6.67	8.33	10.00
Monthly hours:	4.36	6.67	10.00	13.33	16.67	20.00
Total hours per year:	48	80	120	160	200	240
Total days per year:	6	10	15	20	25	30
Total allowed to accrue:	72	120	184	240	300	360

1. PTO for Non-Instructional Employees

a. Accrual of PTO

As of the first day of the school year, all exempt and non-exempt non-instructional employees will begin to accrue PTO days on a semi-monthly basis. This time off is in addition to the school unpaid holidays.

As shown in the chart above, employees are allowed to accrue a maximum of one and a half times the annual accrual rate of PTO at any time.

b. Use and Notification Requirements

i. Paid Sick Leave

Eligible employees may designate up to six days (or up to 48 hours) of their PTO as Paid Sick Leave (PSL) time and may use the PSL time in minimum increments of two hours. Employees may use their PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Sick leave will be paid at the regular rate of pay.

For purposes of the PSL, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. "Designated person" means a person identified by the employee at the time the employee requests paid sick days. Only one individual may be a "designated person" per 12-month period. Employees may also use their PSL to receive medical care or other assistance to address qualifying acts of violence, including but not limited to domestic violence, stalking, or sexual assault, that are committed against themselves or a family member.

If an exempt employee absents themselves from work for part or all of a workday, they will be required to use this time to make up for the absence. The employee must provide reasonable advance notification, orally or in writing, of the need to use Paid Sick Leave time, if foreseeable. If the need to use this time is not foreseeable, the employee must provide notice as soon as practicable.

Employees returning to the School within 12 months of separation of employment will have their sick leave reinstated to prior balance and may use accrued sick leave upon the first day of work. Employees returning to the School more than 12 months after separation of employment will be treated as a new employee for purposes of PSL.

ii. All Other PTO (Non-Paid Sick Leave)

All other PTO requests must be submitted through the employee's Paycom self-service account, unless the time off is due to an emergency or designated as Paid Sick Leave time. The

Organization will generally attempt to accommodate a Team Member's request to take time off; however the Organization reserves the right to deny a request for PTO days if it interferes with the needs of the Organization. The Organization hopes that employees will take as many of their personal days off as possible during the non-holiday, non-weekend days of the Organization year.

c. **Payment of Accrued and Unused PTO Upon Termination**

Employees who terminate their employment for any reason will be paid for any accrued but unused PTO time in accordance with this policy. PTO time is paid at the employee's final rate of pay at the time of the employee's separation.

The School prohibits discrimination or retaliation against employees for using their PTO.

2. Vacation for Instructional Employees

Instructional employees shall receive vacation days front loaded at the beginning of the school year in accordance with the chart above. Unused vacation days are paid at the end school year. At the commence of the new school year, vacation days reset.

Vacation time may be taken in minimum increments of two hour. If an exempt employee absents himself or herself from work for part or all of the workday, he or she may be required to use accrued vacation to make up for the partial day absence.

All employees must have supervisory approval before taking vacation, which must be requested at least ten business days in advance of the beginning of the anticipated vacation period. Vacations shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements. Although the School will attempt to accommodate vacation request to the greatest extent possible, there is no guarantee that any given vacation request will be granted, and the School reserves the right to deny a vacation request based on operational needs of the School. The School reserves the right to schedule vacation time for employees or to compensate employees for accrued, unused vacation time at any time in its sole discretion. If a holiday occurs during your vacation period, you will receive holiday compensation for that day.

Employees must request the appropriate time off. There will be no adjustments made after the payroll for that pay period has been submitted.

Employees who terminate their employment for any reason will be paid for any accrued but unused vacation time in accordance with this policy. Vacation time is paid at the employee's final rate of pay at the time of the employee's separation.

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise amend this policy at its sole and absolute discretion to the extent allowed by law. Please consult Human Resources with questions regarding this policy.

3. Paid Sick Leave for Instructional and Seasonal Employees

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave ("PSL") to eligible employees.

Eligible Employees

All instructional and seasonal employees (including part-time and temporary) who work more than 30 days within a year in California are allotted PSL as set forth in this policy.

Permitted Use

Eligible employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Three or more consecutive paid sick days require a clearance from the doctor to return to work.

For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. "Designated person" means a person identified by the employee at the time the employee requests paid sick days. Only one individual may be a "designated person" per 12-month period.

Employees may also use their PSL to take time off from work for reasons related to a Qualifying Act of Violence (as defined by applicable law).

Sick leave will be paid at the regular rate of pay.

Allotment

Eligible employees will be allotted PSL days as follows:

- As of July 1, 2015, all Instructional employees will be allotted Seven PSL days (or 56 hours) and on July 1st of each year and/or the employee's first day of work.
- As of July 1, 2015, all Seasonal employees will be allotted Six PSL days (or 48 hours, whichever is greater) on July 1st of each year and/or the employee's first day of work.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 each year for the following calendar year. There is a cap on PSL banks. Employees may maintain up to 72 hours of allotted PSL. Once the employee's PSL reaches the maximum, further allotment of PSL is suspended. In such a case, no PSL will be allotted when the employee's PSL was at the maximum. If this occurs on the date when the employee is allotted PSL (e.g., on July 1), then the employee will be allotted a partial amount of the annual PSL, up to the maximum. Unused PSL will carry over from year to year, subject to this maximum.

By way of example, if an employee has a balance of 56 hours of PSL as of July 1, the employee will be allotted an additional 16 hours of PSL. If an employee has a balance of 72 hours of PSL as of July 1, the employee will be allotted 0 hours of PSL.

Employees returning to the School within 12 months of separation of employment will have their sick leave reinstated to prior balance and may use accrued sick leave upon the first day of work. In no event, however, shall they have less than five days or forty hours of PSL. Employees returning to the School more than 12 months after separation of employment will be treated as a new employee for purposes of PSL.

Limits on Use

PSL may be taken in minimum increments of two hours. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use PSL to make up for the absence.

Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

Termination

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

No Discrimination or Retaliation

The Company prohibits discrimination or retaliation against employees for using their PSL.

Certain counties in California have other paid sick leave ordinances or requirements that may apply to you. Contact Human Resources for more information regarding a local paid sick leave ordinance that may apply to you.

B. HOLIDAYS

Full-time employees other than teachers and counselors will receive time off with pay at their normal base rate if they are scheduled to work on any of the School-observed holidays listed below.

2025 – 2026 School Year Holidays

New Year's Day

Martin Luther King Day

President's Day

Cesar Chavez Day

Memorial Day

Juneteenth Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving

Friday after Thanksgiving

Christmas Day
Floating Holiday*

Eligible employees will receive time off with pay at their regular rate of pay on the School-observed holidays listed above. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or following Monday. However, the School may close on another day. Holiday observance will be announced in advance. The School reserves the right to change this policy at any time, with or without notice.

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if you receive 8 hours of holiday pay on Monday and work 40 hours Tuesday-Saturday (8 hours/day), you will not be eligible for overtime.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to their Supervisor. The employee may use paid vacation/PTO if the employee has unused vacation/PTO hours available, otherwise the holiday will be unpaid. All steps will be taken to reasonably accommodate a religious holiday (or practice) absent an undue hardship.

C. INSURANCE BENEFITS

Full-time employees are entitled to insurance benefits offered by Bright Star Schools. These insurance benefits will include medical, dental, and vision. The School will set a defined contribution towards the employee's insurance premiums that are sponsored by Bright Star Schools. This amount will be determined on an annual basis. The employee's portion of the monthly premiums will be deducted from the employee's paycheck on a pre-tax basis.

If medical insurance premium rates increase, employees may be required to contribute to the cost of the increase to retain coverage. Unless otherwise mandated by law, employees on a leave of absence may be responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA. If you have any benefit related questions while on a leave of absence, please contact the Human Resource Department.

Full-time employees may choose to opt out of the Medical and Dental program and receive monthly opt-out in lieu of benefits paid throughout the year. Employees must self certify for opt out and verify they are not receiving any state or federal benefits (i.e. medical, medicare, coverage obtained by the Affordable Care Act).

For all new non-seasonal full-time employees hired on or after July 1, 2008, Bright Star Schools will pay 100% benefits for the employee only.

There is no guarantee that the School will continue to maintain a medical insurance plan or that the terms and conditions of any such plan will not be changed at any time. Spouses or dependents of the employee may be eligible to enroll in the medical insurance plan pursuant to the specific terms and conditions of the plan, which ultimately governs all aspects of the employee's eligibility for and participation in the plan. For more information, please contact the Human Resources Department.

VIII. LEAVES OF ABSENCE

The School may grant leaves of absence to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible, to keep in regular contact with the Human Resources Department during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted the Human Resources Department, it will be assumed that you have abandoned and terminated your employment. If you are unwilling or unable to return to work at the conclusion of any leave, your employment may be terminated.

This Handbook contains only a summary of the leaves that may be available. Some types of leaves have detailed requirements regarding eligibility, duration, benefits, etc. Unless otherwise required, benefits do not continue to accrue during the duration of your leave of absence. You should contact the Human Resources Department prior to taking any leave for information about leave requirements and ramifications.

You may not obtain other employment (other than military duty pay) or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment with the School.

A. FAMILY AND MEDICAL LEAVE

Eligible employees may request a family and medical leave of absence under the circumstances described below under the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA). Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence, and (for purposes of FMLA) are employed at a worksite where there are 50 or more employees of the School within 75 miles.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use the School's request form, which is available upon request from the Human Resource Department. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

1. the birth of an employee's child (FMLA only) or the care of the employee's child, placement of a child with the employee for foster care or adoption ("baby bonding"). Leaves for these reasons must be completed within 12 months of the birth or placement of the child;
2. the care of the employee's spouse, child, parent, registered domestic partner, or designated person with a "serious health condition." For purposes of FMLA only, the term "parent" does not extend to parents-in-law. Further, for purposes of FMLA only, a child does not refer to a child who is over 18 years of age (unless they are incapable of self-care because of a medical or physical disability) nor does it include the child of a registered domestic partner unless the employee stands in loco

parentis to the child. “Designated person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Only one individual may be a “designated person” per 12-month period;

3. the “serious health condition” of the employee including serious health condition resulting from an on-the job illness or injury) that makes the employee unable to perform any one or more of the essential functions of their job. For FMLA leave only, a serious health condition also includes a disability caused by pregnancy, childbirth, or related medical conditions, which runs concurrently with the School’s separate pregnancy disability leave policy;
4. (FMLA only) the care of the employee’s spouse, child, parent, designated person or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
5. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee’s spouse, registered domestic partner (CFRA only), child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A “serious health condition” is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, parent-in-law, grandparent, grandchild, designated person, or registered domestic partner (as may be applicable for FMLA/CFRA purposes) requires your care or assistance as certified in writing by the family member’s health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from the Human Resource Department.

Family and medical leave under FMLA/CFRA is unpaid and may be taken for up to 12 work weeks during the designated 12-month period (with the exception of FMLA qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a “rolling twelve months” looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will have the option to use any accrued vacation during unpaid family and medical leave (e.g. for example, any period in which you are not receiving a wage supplement through the EDD).

You have the option to use any accrued paid sick leave during unpaid family and medical leave that is due to your own or a family member's serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available vacation/PTO and/or paid sick leave.

Benefit accrual, such as vacation/PTO, PSL, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If you do not return to work on the first workday following the expiration of an approved family and medical leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances under FMLA only, "key" employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any "key" employee who is not eligible for reinstatement.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact the Human Resources Department.

B. PREGNANCY DISABILITY LEAVE

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months, (or 17 1/3 weeks or 693 hours) per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- **Employee Eligibility Criteria**

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- **Events That May Entitle An Employee to Pregnancy Disability Leave**

The four-month (or 17 1/3 weeks or 693 hours) pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or

- The employee needs to take time off for prenatal care.
- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months per pregnancy (or 17 1/3 weeks or 693 hours). “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

Pregnancy disability leave does not count against the leave which may be available under the CFRA.

- Pay during Pregnancy Disability Leave
 - An employee on pregnancy disability leave may use all accrued PTO/Vacation/Sick at the beginning of any otherwise unpaid leave period, unless use of PTO or Vacation would interfere with paid family leave benefits.
 - The receipt of PTO/Vacation/Sick pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.
 - PTO/Vacation/Sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.
 - If an employee is receiving benefit payments pursuant to a disability insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available PTO/Vacation/Sick.
- Health Benefits

Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed (up to a maximum of four months). However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.
- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, he or she will return with the same seniority he or she had when the leave commenced unless the job ceased to exist because of legitimate business reasons.
- Medical Certifications

- An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided. Any changes in this information should be promptly reported to the School.
- Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertification's can result in termination of the leave.
- Requesting And Scheduling Pregnancy Disability Leave
 - An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to her supervisor. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
 - Employee should provide not less than thirty (30) days or as short of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
 - Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 - Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
 - If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
- Return to Work
 - Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at the time reinstatement is requested). If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available, but filling that position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities

and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

- Before an employee will be permitted to return from a pregnancy disability leave of three days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
- Employment during Leave

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

If you have any questions regarding pregnancy disability leave, please contact the Human Resources Department.

C. MATERNITY & PATERNITY LEAVE

Effective July 1, 2014, Bright Star Schools will pay four (4) weeks of the employee's maternity/paternity leave at 60% of the employee's gross income. To be eligible for this wage benefit, you have to be employed with Bright Star Schools for more than 12 months. Payment will be issued after 30 days of the employee's return to work. This benefit is subject to all normal taxes and withholdings.

D. REPRODUCTIVE LOSS LEAVE

Bright Star Schools grants time off to eligible employees who suffer a reproductive loss and may take up to five days of paid leave. To be eligible, an employee must have worked for the School for at least 30 days before the start of the leave. The employee need not take the five days consecutively, but the leave must be completed within three months after the reproductive loss event unless the employee is already on or chooses to go on any other leave provided under federal or state law either before or immediately after the reproductive loss event.

For purposes of this policy, a reproductive loss event is defined as:

- Failed adoption, which applies to an employee who would have been a parent of the adoptee;
- Failed surrogacy, including failed embryo transfer to the surrogate, which applies to an employee who would have been a parent of a child born;
- Miscarriage by an employee, by the employee's current spouse or domestic partner, or by another individual if the employee would have been a parent of a child born;
- Stillbirth resulting from an employee's pregnancy, the pregnancy of an employee's current spouse or domestic partner, or another individual, if the employee would have been a parent of a child born; and
- Unsuccessful assisted reproduction through artificial insemination or an embryo transfer, including gamete and embryo donation, which applies to an employee, the

employee's current spouse or domestic partner, or another individual, if the employee would have been a parent of a child born.

If a reproductive loss event spans multiple days, it is considered to have occurred on the final day on which some part of the event took place. Employees may request leave for multiple reproductive loss events in a single year up to a maximum of 20 days of leave within a 12-month period. Employees must take leave within three months of the reproductive loss. Employees may choose to use PTO, vacation, and sick leave if additional time is needed beyond the 5 days.

The School will not retaliate against an employee for exercising the employee's right to leave under this Policy.

E. WORKER'S COMPENSATION LEAVE

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the medical provider's recommendation. Workers' compensation leave will run concurrently with any other applicable medical leave of absence (i.e., FMLA/CFRA if applicable). The Human Resource Department will reach out to employees that have requested a workers' compensation leave regarding employer provided health insurance benefits. If you have any questions concerning this leave and/or any benefit related questions, please contact The Human Resource Department.

F. BEREAVEMENT LEAVE

To be eligible for Bereavement Leave, the employee must be employed for at least thirty (30) days prior to starting Bereavement Leave. If an employee is eligible for Bereavement Leave and the employee experiences the death of a family member, the employee may take up to five (5) days of paid Bereavement Leave that will not affect the employee's attendance record.

For the purpose of this policy, a family member is defined as a: spouse, domestic partner, child, parent, parent-in-law, siblings-in-law, sibling, grandparent and grandchild.

The days of Bereavement Leave do not need to be taken consecutively; however, the employee must use Bereavement Leave within three (3) months of the death of the family member, at which time any remaining unused Bereavement Leave will expire.

Within the first thirty (30) days of the first day of Bereavement Leave, an employee must provide their supervisor and the Human Resource Department with documentation to support the need for Bereavement Leave which may include a death certificate; a published obituary, verification of death, burial or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution or governmental agency.

Up to five (5) days will be paid Bereavement Leave per school year. An employee may elect to use any accrued vacation/sick/PTO for any remaining Bereavement Leave.

G. TIME OFF FOR JURY AND WITNESS DUTY

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an excuse from jury/witness duty if, in the School's judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any accrued vacation/PTO during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of his or her employment with the School, the School will provide time off with pay.

H. TIME OFF FOR VOTING

The School will allow any employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time to vote. If employees are unable to vote in an election during their non-working hours, then the School will grant up to two hours of paid time off to vote. The request must be made at least two (2) working days in advance. The time must be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule unless the School and the employee agree otherwise.

An employee may also serve as an election official on Election Day without being disciplined, however the School will not pay the employee for this time off. Accrued unused vacation/PTO may be paid to the employee for this time off.

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

I. MILITARY LEAVE

California's military leave laws and the Uniformed Services Employment and Reemployment Rights Act ("USERRA") ensure that employees are not adversely affected in their employment after taking leave for military service. Employees who serve in the military and are entitled to a military leave of absence without pay from the School under applicable laws should notify the Supervisor regarding the need for military leave.

Please see the Human Resource Department for more information regarding job reinstatement rights upon completion of military service

J. MILITARY SPOUSE LEAVE

Employees can take up to 10 unpaid days off when their spouse or registered domestic partner is on leave from military deployment. To qualify, you must work more than 20 hours per week and your spouse or registered domestic partner must be a member of the Armed Forces, National Guard, or Reserves who was deployed during a period of military conflict. To request this leave, you must notify your supervisor within two business days of receiving notice that your spouse will be on leave. You will be required to provide written documentation certifying that your spouse will be on leave from military deployment during the requested time period.

Non-exempt employees must use accrued PTO time in order to receive compensation for this time off. If no PTO time is available, the employee may take this time off without pay. An exempt employee is required to charge any absence of four or more hours under this policy to his/her PTO bank, if any. Exempt employees will receive their regular pay only if required by applicable law. Employees who need time off to participate in a qualifying event resulting from a family member's deployment to a foreign country may be eligible for Paid Family Leave benefits.

K. EMERGENCY DUTY/TRAINING LEAVE

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

This leave is unpaid. You may choose to use your accrued PTO or accrued vacation time if you wish to receive compensation for this time off, but you are not required to do so. Time off for emergency training may not exceed 14 days per calendar year.

L. SCHOOL APPEARANCE/SUSPENSION LEAVE

If the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present the school's letter, which requests the employee's appearance at the school, to his or her supervisor at least two days before the requested time off.

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

M. TIME OFF FOR SCHOOL ACTIVITIES

The School encourages employees to participate in the school activities of their child(ren). If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in the activities

of the school or day care facility, to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency.

The leave is subject to all of the following conditions:

- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each year;
- Unless it is an emergency, employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If the School employs both parents, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;
- Employees must use existing vacation/PTO in order to receive compensation for this time off;
- Employees who do not have paid time off available will take the time off without pay.

Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed child care/day care facility.

N. RIGHTS FOR VICTIMS OF QUALIFYING ACTS OF VIOLENCE.

Right to Time Off If you are the victim of a Qualifying Act of Violence, you are permitted to be absent from work to seek relief related to the QAV.

A QAV is defined as: domestic violence, sexual assault, stalking, or any act, conduct, or pattern of conduct that includes (i) bodily injury or death to another; (ii) brandishing, exhibiting, or drawing a firearm or other dangerous weapon; or (iii) a perceived or actual threat to use force against another to cause physical injury or death.

You will not be retaliated or discriminated against for participating in the legal process. Specifically, you will not be discriminated against in any manner for any of the following:

- taking time off to serve as required by law on an inquest jury or trial jury, so long as the employee gives reasonable advance notice to the employer;
- taking time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding; or
- taking time off to obtain or attempt to obtain a restraining order or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child where the employee is a victim of a QAV.

You will also not be discriminated or retaliated against because of your, or your family member's, status as a victim of a QAV. "Family member" is defined to include: a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner (as those terms are defined under the CFRA); or a designated person, who does not need to be a blood relative, so long as their association with

the employee is the equivalent of a family relationship. An employee may identify a “designated person” at the time they request leave, but the employer may limit an employee to one designated person per 12-month period.

If you are (or have a family member who is) a victim of a QAV, you may take time off from work for any of the following purposes related to that QAV:

- obtaining or attempting to obtain relief, such as a restraining order or other injunctive relief;
- seeking or obtaining medical attention for or to recover from injuries;
- seeking or obtaining services from a domestic violence shelter or similar victim services organization;
- seeking or obtaining psychological counseling or other mental health services;
- participating in safety planning;
- relocating or engaging in the process of securing a new residence, including temporary or permanent housing or enrolling children in a new school;
- providing care to a family member who is recovering from injuries;
- seeking or obtaining civil or criminal legal services;
- preparing for, participating in, or attending any civil, administrative, or criminal legal proceeding; or
- seeking, obtaining, or providing childcare or care to a care-dependent adult if necessary to ensure the safety of the child or dependent adult.

You are permitted to take leave for these purposes whether or not any person is arrested for, prosecuted for, or convicted of committing the crime.

There is a limit on total leave time taken under this policy. If the employee is the victim of the QAV, the total leave time is limited to 12 weeks. If the employee’s family member is the victim of the QAV, the leave time taken to assist in relocation purposes is limited to 5 days and the total leave is limited to 10 days. However, the total leave time taken will not be fewer than 12 weeks if the victim is deceased as result of the QAV. This leave runs concurrently with any leave under the CFRA and the FMLA and does not provide an employee with a right to leave that exceeds that provided under the FMLA.

Employees may use available vacation (if applicable) or accrued PSL. Otherwise, the time off is unpaid.

In general, employees are not required to provide documentation for time off under this policy. However, employees shall provide reasonable advance notice of their intent to take time off, unless advance notice is not feasible. If employees are unable to provide advance notice for time off under this policy, they can provide certification of their absence (such as a police report, court order, or health care provider certification, or other documentation that reasonably verifies that

the crime or abuse occurred and your absence was for an authorized purpose) within a reasonable time period thereafter.

If employees provide reasonable advance notice or provide documentation within a reasonable time period thereafter for an unscheduled absence, they will not be subject to any disciplinary action for time off under this policy.

Right to Reasonable Accommodation for Victims of a QAV

The School will provide reasonable accommodations to any employee who is (or who has a family member who is) a victim of a QAV unless it would pose an undue hardship. Employees have the right to ask the School for help or changes in their workplace to make sure they are safe at work. The School shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations. In determining whether the accommodation is reasonable, the employer shall consider an exigent circumstance or danger facing the employee or their family member.

The School will work with its employees to see what changes can be made. Changes in the workplace may include, but are not limited to, putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. The School may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. The School will maintain confidentiality regarding any requests for accommodations under this policy.

Prohibition on Retaliation and Discrimination The School is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim, or has a family member who is a victim of a QAV.
- The employee asked for time off to get help.
- The employee asked the School for help or changes in the workplace to ensure safety at work.

Right to File a Complaint If any employee believes that they have experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with their supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on its website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

O. TIME OFF FOR VICTIMS OF CRIME

Employees are allowed to be absent from work to attend judicial proceedings related to a violent felony, serious felony (as defined by the California Penal Code) or felonies related to theft or embezzlement if:

- The employee is a victim of such a crime;
- An immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child, or designated person, or a registered domestic partner) of an employee is a victim of such a crime;

An employee must give reasonable advanced notice to the school by providing documentation of the proceeding. Documentation may be from any of the following:

- Notice from the court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim/witness assistance office advocating on the victim's behalf.

This leave is unpaid but the employee may choose to use accrued vacation/PTO or sick leave. You will not be discharged or discriminated against because of an absence protected by this law.

P. ADULT LITERACY LEAVE

Pursuant to California law, the School will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an adult literacy education. However, you may utilize accrued vacation/PTO if you want compensation for this time off. If you do not have accrued vacation/PTO available, you will be permitted to take the time off without pay.

Q. DRUG AND ALCOHOL REHABILITATION LEAVE

The School will reasonably accommodate any employee who volunteers to enter an alcohol or drug rehabilitation program, if the reasonable accommodation does not impose an undue hardship on the School. Reasonable accommodation includes time off without pay and adjusting work hours. You may use accrued and unused vacation/PTO or paid sick leave. All reasonable measures to safeguard your privacy will be maintained.

This policy in no way restricts the Bright Star School right to discipline an employee, up to and including termination of employment, for violation of Bright Star Schools Drug and Alcohol Policy.

R. VOLUNTEER CIVIL SERVICE LEAVE/TRAINING

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your supervisor so that he or she may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor before doing so whenever possible. Time off for emergency training may not exceed 14 days per calendar year.

Emergency Duty/Training Leave is unpaid. You may choose to use your accrued vacation/PTO if you wish to receive compensation for this time off, but you are not required to do so.

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

S. CIVIL AIR PATROL LEAVE

The School provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to 10 days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the School.

To be eligible, employees must have been employed with Bright Star Schools for 90 days immediately preceding the commencement of leave. Additionally, the School may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken.

Employees are required to give the School as much notice as possible of the intended dates upon which the leave would begin and end. The School will restore the employee to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued vacation/PTO.

T. BONE MARROW AND ORGAN DONORS LEAVE

The School will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person. In addition, the School will provide up to 30 business days of paid leave within a one-year period and up to another 30 business days of unpaid leave within a one-year period to an employee who donates an organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months. You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to ten (10) days of any accrued paid leave (sick and/or vacation/PTO) for organ donation and up to five (5) days accrued paid leave (sick and/or vacation/PTO) for bone marrow donation. This leave does not run concurrently with FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

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

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



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IX. EMPLOYMENT EVALUATION AND SEPARATION

A. EMPLOYEE REVIEWS AND EVALUATIONS

Each employee will receive periodic performance reviews conducted by the employee's supervisor. Performance evaluations will be conducted annually, or on or about the anniversary date of your employment with Bright Star Schools. 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 your Supervisor and that you are aware of its contents. The evaluation system in no way alters the employment at-will relationship. Failure to perform the performance evaluations does not alter the School's right to discipline or terminate an employee.

B. VOLUNTARY TERMINATION

The School will consider an employee to have voluntarily terminated his or her employment if the employee does any of the following: (1) elects to resign from Bright Star Schools; (2) fails to return from an approved leave of absence on the date specified without notifying the School for the need for continued leave including failure to communicate with the school; or (3) fails to report for work without notice to Bright Star Schools for three consecutive work days. Bright Star Schools requests that employees provide at least two weeks written notice of a voluntary termination. All Schools property must be returned immediately upon terminating employment. The School retains the right to accept resignation immediately and pay the amount of straight time compensation an employee would have earned in lieu of further performance. Final pay will be provided in accordance with state and federal law.

C. INVOLUNTARY TERMINATION

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct or other violations of Bright Star Schools' Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, pursuant to its at-will policy, Bright Star Schools reserves the right to terminate any employee at any time, with or without advance notice and with or without cause.

D. EXIT INTERVIEWS

All employees who leave employment at Bright Star Schools will be asked to take part in an exit interview with the Human Resource Department to communicate their challenges and growth while employed at Bright Star Schools. Information shared during an exit interview will be treated as confidential to the extent possible.

E. VERIFICATION AND REFERENCES POLICY

All requests for employment verification, references or personal information verification or disclosures must be directed to the Human Resource Department. Only the Human Resource Department is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees.

With respect to verification requests, The School will disclose only the dates of employment and the title of the last position held except as otherwise required by law. Bright Star Schools will verify or disclose an employee's salary history only if the employee provides written authorization for Bright Star Schools to provide the information. However, Bright Star Schools will provide information about current or former employees as required by law or court order. Bright Star Schools will not provide any letters of reference for current or former employees. Please refer all questions about this policy to the Human Resource Department.



ACKNOWLEDGEMENT OF EMPLOYEE HANDBOOK AND AT-WILL EMPLOYMENT

ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK AND SIGN THIS PORTION.

I acknowledge that I have received the Bright Star School's Employee Handbook. I understand that it is my responsibility to 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 express 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. Other than the Chief Instructional Officer, no manager, supervisor, or representative of the School has any authority to enter into any agreement for employment with an employee for any specified period of time or to make any agreement for employment other than at-will. Only the Senior Vice President of Leadership Development has the authority to make any such agreement, and then only in writing signed by the Chief Instructional Officer and the employee and approved by School's Board of Directors.
- 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.

The foregoing constitutes the entire terms of the agreement between the School and me regarding the duration of my employment and the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment.

Employee's Name: _____

Employee's Signature: _____

Date: _____

COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

SEXUAL HARASSMENT COMPLAINT FORM

It is the policy of the Organization that all of its employees be free from sexual harassment. This form is provided for you to report what you believe to be sexual harassment, so that the organization may investigate and take appropriate disciplinary or other action when the facts show that there has been sexual harassment.

If you are an employee of the organization, you may file this form with the Principal or Senior Vice President of Operations, IT and Data.

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

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe sexually harassed you or someone else: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the Organization to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

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