

Employee Handbook



Small School Districts' Association

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Welcome

Welcome! It is our pleasure to welcome you as a member of the staff of the Small School Districts' Association (SSDA). You are an integral part of a dynamic nonprofit organization dedicated to strengthening small school districts and empowering youth in the State of California.

As an employee of the Small School Districts' Association, you are a community relations representative both on and off the job. We ask that you learn about our organization so that you can speak confidently about the SSDA in all your associations.

We designed this manual to help you understand what your benefits are, and what policies guide your day-to-day activities here at SSDA.

We think working with the Small School Districts' Association is a special opportunity to help strengthen districts and student outcomes throughout the state. We hope that you will find your employment a matter of both pride and satisfaction, and that will be mutually productive and enjoyable. Welcome to the SSDA Family!

Our History

As an SSDA employee, you are an important member of a team effort. We would like you to learn about SSDA's history and how far we've come!

With the passage of Proposition 13 in 1978, the determination of school district revenues shifted from local jurisdictions to the State. From 1979 to 1982, school districts became more involved in the state legislative process. During those years, the larger school districts fared better in areas of both personnel and processes to influence legislative decisions, budget and finance than smaller districts. This clearly established a need for small districts to find a voice in California legislative and regulatory actions that affected their operations.

In January 1983, four district superintendents, meeting with Jim Murdoch of Murdoch, Mockler and Associates in Monterey, held the organizational meeting that led to the formation of the SSDA. The four attending superintendents, often referred to as the "Founding Fathers", were Don Brann, Ray Edman, Dave Evans and Emerson Hall. The collective group felt "at least 100 districts and county offices would participate in the organization." The Founding Fathers worked together to build the SSDA membership, programs and services.

In April of 1983, the organization began with 23 districts. By January 2006, over 500 districts and county offices of education were members. An additional 120 businesses also became members. The SSDA small school district members represent over two-thirds of the small school districts in the state. Coincidentally, small school districts also make up two-thirds of all school districts in California. SSDA Associate members include businesses such as; BusWest, BYU Independent Study, Indoor Environmental Services, Roebbelen, TIAA-CREF, and a host of other businesses dedicated to supporting our districts.

The SSDA Executive Committee meeting in Fort Bragg on July 22-23, 1987 developed the original SSDA mission statement: ***Provide Legislative Advocacy for small school districts and to also provide support services to superintendents and governing boards.***

While the mission statement has seen some minor changes over the years, it essentially remains the same and has guided the organization's effectiveness throughout the years. The main focus for the SSDA's legislative advocacy is the creation and strengthening of support services and funding for small school district superintendents and district boards: ***The mission of the Small School Districts' Association is to provide assistance to small school district governing boards and superintendents through legislative advocacy, collaboration, professional development and support services.***

The Board of Directors' goal is to continue to provide legislative advocacy, and innovative, practical programs to help small school districts save time, money and produce great results for students.

The governing structure of the organization has always included leadership from superintendents representing regions throughout the state. The number of regions has varied.

Each year the SSDA conducts an annual conference which brings together small school district superintendents and their governing boards from all over the state. Participants get access to timely information, programs and services benefiting small schools. The SSDA also hosts an annual New Superintendents Symposium and about six Regional Meetings throughout the state.

As is the case with successful organizations, it is the individuals within the organization and their skills, knowledge and competencies that contribute to the success of the Small School Districts' Association. Small school district administrators are dedicated to small schools and achieve big results! Academic outcomes of small school districts consistently exceed those produced by larger school districts.

SSDA is a true success story!

General Employment Policies

Introductory Statement

Welcome! As an employee SSSA, you are an important member of a team effort. We hope that you will find your position with SSSA rewarding, challenging, and productive.

We look to you and the other employees to contribute to the success of SSSA.

This employee handbook is intended to explain the terms and conditions of employment of all full- and part-time employees and supervisors.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described herein.

*In addition to the policies covered in this handbook, SSSA also maintains and incorporates by reference, separate policies and procedures addressing COVID-19 in the workplace.

Please take the time to review the policies in this handbook, as well as SSSA's COVID-19 policies and procedures. Your supervisor or manager will be happy to answer any questions you may have. Again, welcome!

Harassment Discrimination and Retaliation Prevention

SSSA is an equal opportunity employer. SSSA is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on:

- Race
- Religion (including religious dress and grooming practices)
- Color
- Sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned) and sexual orientation
- National origin
- Ancestry
- Physical or mental disability
- Medical condition
- Genetic information/characteristics
- Marital status/registered domestic partner status
- Age (40 and over)
- Sexual orientation
- Military or veteran status
- Any other basis protected by federal, state or local law or ordinance or regulation

SSSA also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. In addition, SSSA prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations. **All such conduct violates Company policy.**

Harassment Prevention

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

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

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

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category. Employees will receive legally required harassment prevention training.

Non-Discrimination

SSDA is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations. SSDA prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of SSDA, including supervisors and coworkers.

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

Anti-Retaliation

SSDA will not retaliate against you for filing a complaint or participating in any workplace investigation or complaint process, and will not tolerate or permit retaliation by management, employees or co-workers. Retaliation against any employee for reporting misconduct, participating in investigations, requesting accommodation, or exercising legal rights is strictly prohibited. Violations will result in disciplinary action up to and including termination.

Reasonable Accommodation

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, SSDA will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

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

SSDA will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

Complaint Process

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, bring your complaint to your supervisor or to the President of the Board as soon as possible after the incident. You can bring your complaint to any of these individuals. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact your supervisor or Board President. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but it is not mandatory.

SSDA encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing (now Civil Rights Department) investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at www.dfeh.ca.gov (<https://calcivilrights.ca.gov/>) and www.eeoc.gov.

Supervisors must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to either the Executive Director or the Board President of SSDA, if the complaint is against the Executive Director, so SSDA can try to resolve the complaint.

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

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

Complaints will be:

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

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

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

At-Will Employment Status

Employees at SSDA personnel are employed on an at-will basis. This means that the employment relationship may be terminated at any time with or without reason or advance notice by either the employee or SSDA. Nothing in this handbook limits the right to terminate at-will employment.

No employee or representative of SSDA has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the Board President of SSDA has the authority to make any such agreement, which is binding only if it is in writing.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment, such as communications regarding wages, scheduling or other terms of employment.

Right to Revise

This employee handbook contains the employment policies and practices of SSDA in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

SSDA reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook at any time, except for the policy of at-will employment.

Any written changes to this handbook will be distributed to all employees so that you will be aware of any new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook contains the entire agreement between you and SSDA as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

Nothing in this statement is intended to interfere with your right to communicate or work with others toward altering the terms and conditions of your employment, such as communications regarding wages, scheduling or other terms or conditions of employment.

Diversity, Equity and Inclusion

SSDA is committed to fostering a diverse workforce, and maintaining a workplace that is equitable, inclusive and safe for all employees. From recruiting practices, to pay and benefits, promotions, and all other aspects of employment with us, an environment of equity is of the utmost importance.

We not only recognize that you, our employees, comprise a wide range of backgrounds and characteristics, but we believe those differences should be celebrated and valued. Whether it's race, religion, gender, national origin, ancestry, color, language, age, marital status, sexual orientation, gender identity, gender expression, physical or mental disability, medical condition, genetic information/characteristics, veteran status, political affiliation or any other characteristic, these are parts of each of you that contribute to your experiences as humans, and ultimately to the knowledge and expertise that make you a valuable asset to SSDA.

SSDA is committed and determined that there is access, opportunity and advancement for all individuals. We are always looking for ways in which we can cultivate an inclusive work environment, strengthen our cultural competency, and train our managers and employees to provide opportunities for growth and development.

It is our intention that all our employees, regardless of any particular background or characteristic, are always treated with respect and dignity. Likewise, we expect that as our employees, you treat your coworkers, supervisors and other team members with the same dignity and respect at all times.

Disrespect, inappropriate behavior or conduct toward others will not be tolerated and may subject an employee to disciplinary action, up to and including termination.

If you feel you have been mistreated, harassed, or discriminated or retaliated against in violation of SSDA's *Harassment, Discrimination and Retaliation Prevention* policy, please contact your supervisor or Board President.

Hiring

Job Duties

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Please keep in mind that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or SSDA. Your cooperation and assistance in performing such additional work is expected.

SSDA reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

New Hires

The first 90 days of continuous employment at SSDA is considered an introductory period. During this time, you will learn your responsibilities, get acquainted with co-workers and determine whether or not you are happy with your job. Your supervisor will closely monitor your performance.

Completion of the introductory period does not entitle you to remain employed by SSDA for any definite period of time. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or SSDA.

Arbitration

SSDA requires its employees, as a term and condition of their employment, to sign an arbitration agreement with SSDA. An arbitration agreement will be provided to each employee for his or review and signature.

Operation Protocols

Scheduling and Position

SSDA reserves the right to schedule employees in any position for which they are trained at any time. Neither tenure nor past practice guarantees any employee the right to a particular schedule, number of hours or position. SSDA usually requires high levels of staffing on and around organizational meetings or other special events. We place a high value on family and personal time, and we understand that you have a life outside of work. We will always try to find a way to work with you on your schedule requests. We do, however, ask you to remember just how crucial each position is to the proper functioning of the organization. Please remember that there is no assurance that you will get the requested time off, although we will make every effort to accommodate requests.

Time Off

Civil Air Patrol Leave

No employee with more than 90 days of service shall be disciplined for taking time off to perform emergency duty as a volunteer in the California Civil Air Patrol. If you are a Civil Air Patrol volunteer, please alert your supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor before doing so, giving as much advance notice as possible.

Up to 10 days of leave for duty may be taken each year. However, leave for a single emergency mission cannot exceed three days, unless the emergency is extended by the entity in charge of the operation and the extension of leave is approved by SSDA.

Crime or Abuse Victims' Leave and Accommodation

If you are the victim of crime or abuse, you are eligible for unpaid leave. While the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You are considered a victim of crime or abuse who is eligible for unpaid leave if you are:

- A victim of stalking, domestic violence, or sexual assault;
- A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury;
- A person whose immediate family member is deceased as a result of a crime. "Immediate family member" includes:
 - Regardless of age, your biological, adoptive, or foster child, stepchild, or legal ward, a child of a registered domestic partner, a child to whom you stand in loco parentis, or a person to whom you stood in loco parentis when the person was a minor;
 - Your biological, adoptive, or foster parent, stepparent, or legal guardian or that of your spouse or registered domestic partner, or a person who stood in loco parentis when you or your spouse or registered domestic partner was a minor child;
 - Your legal spouse or registered domestic partner;
 - Your biological, foster, or adoptive sibling, a stepsibling, or half-sibling; or

- Any other individual whose close association with you is the equivalent of a family relationship described in any of the bullets above.

You may request leave if you are involved in a legal action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your or your child's health, safety, or welfare. Please provide reasonable advance notice of the need for leave, unless advance notice is not feasible.

If you need a reasonable accommodation for your safety at work, contact your supervisor. If you are requesting a reasonable accommodation, you will need to submit a written statement signed by you, or by an individual acting on your behalf, certifying that the accommodation is for the purpose of your safety at work.

For reasonable accommodation requests, SSDA will also require certification demonstrating that you are the victim of crime or abuse. SSDA may request recertification every six months. Please notify SSDA if an approved accommodation is no longer needed.

SSDA will engage in an interactive process with you to identify possible accommodations, if any, that are effective and will make reasonable accommodations unless an undue hardship will result.

SSDA will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

Crime or Abuse Victims' Leave for Treatment

If you are the victim of crime or abuse, you are eligible for unpaid leave. While the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You are considered a victim of crime or abuse who is eligible for unpaid leave if you are:

- A victim of stalking, domestic violence, or sexual assault;
- A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; or
- A person whose immediate family member is deceased as a result of a crime. "Immediate family member" includes:
 - Regardless of age, your biological, adoptive, or foster child, stepchild, or legal ward, a child of a registered domestic partner, a child to whom you stand in loco parentis, or a person to whom you stood in loco parentis when the person was a minor;
 - Your biological, adoptive, or foster parent, stepparent, or legal guardian or that of your spouse or registered domestic partner, or a person who stood in loco parentis when you or your spouse or registered domestic partner was a minor child;
 - Your legal spouse or registered domestic partner;
 - Your biological, foster, or adoptive sibling, a stepsibling, or half-sibling; or
 - Any other individual whose close association with you is the equivalent of a family relationship described in any of the bullets above.

You may request leave for any of the following purposes:

- To seek medical attention for injuries caused by crime or abuse;

- To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
- To obtain psychological counseling or mental health services related to experiencing crime or abuse;
- To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

Please provide reasonable advance notice of the need for leave unless advance notice is not feasible. Contact your supervisor.

SSDA will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

The length of unpaid leave an employee may take is limited to 12 weeks provided for in the federal Family and Medical Leave Act (FMLA) for eligible employees.

Extended Medical Leave

On occasion, an employee may need a medical leave of absence that extends beyond limits under any state or federal mandatory leave law. In addition, there may be circumstances when an employee needs a medical leave allowed under disability laws and in accordance with this policy.

In these situations, an extended medical leave of absence may be granted for medical disabilities (other than pregnancy, childbirth, and related medical conditions) with a doctor's written certificate of disability. Extended disability leaves will also be considered on a case-by-case basis, consistent with SSDA's obligations under federal and state disability laws.

Employees should request any leave in writing and as far in advance as possible.

A medical leave begins on the first day your doctor certifies that you are unable to work, and ends when your doctor certifies that you are able to return to work. Your supervisor will provide you with a form for your doctor to complete, showing the date you were disabled and the estimated date you will be able to return to work. When returning from a medical disability leave, you must present a doctor's certificate declaring fitness to return to work.

Upon return from medical leave, you will be offered the same position you held at the time your leave began, if available. If your former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. SSDA makes no guarantees of reinstatement, and your return will depend on your qualifications for existing openings. SSDA will comply with any reinstatement obligations under state or federal law.

California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth, and related medical conditions.

An employee that needs reasonable accommodation should contact your supervisor and discuss the need for an accommodation.

Pregnancy, Childbirth or Related Conditions and Baby Bonding

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as time used under CFRA leave. Employees who take time off for pregnancy disability will be placed on pregnancy disability leave (PDL). (See *Pregnancy Disability Leave* policy for more information.) CFRA applies only if SSDA reaches 5 employees.

Once the pregnant employee is no longer disabled, or once the employee has given birth and exhausted PDL, the employee may apply for leave under the CFRA, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, SSDA will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. SSDA may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

CFRA Leave Procedures (applicable only if SSDA reaches 5 employees)

The following procedures shall apply to CFRA leave:

- Please contact your supervisor as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for your serious health condition or that of a family member, you must notify SSDA at least 30 days before leave is to begin. You must consult with your supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of SSDA. Any such scheduling is subject to the approval of your health care provider or the health care provider of your family member.
- If you cannot provide 30 days' notice, SSDA must be informed as soon as is practical.
- If the CFRA request is made because of your own serious health condition, SSDA may require, at its expense, a second opinion from a health care provider that SSDA chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by SSDA.
- If the second opinion differs from the first opinion, SSDA may require you, at SSDA's expense, to obtain the opinion of a third health care provider designated or approved jointly by you and the employer. The opinion of the third health care provider shall be considered final and binding on you and SSDA.

Certification

SSDA requires you to provide certification. You will have 15 calendar days from SSDA's request for certification to provide it to SSDA, unless it is not practical to do so. SSDA may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. *(For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.)* If you do not provide medical certification in a timely manner to substantiate the need for family and medical leave, SSDA may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered CFRA leave.

If the leave is needed to care for a sick family member, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants your participation.

If your serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition.

If you are on leave because of your own serious health condition, SSDA will also require a medical release to return to work form or certification from your health care provider that you are able to resume work.

Failure to provide a release to return to work from your health care provider may result in denial of reinstatement until the certificate is obtained.

Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. Special certification requirements apply to leaves related to military service.

Health and Benefit Plans

If you are taking CFRA leave, you will be allowed to continue participating in any health and welfare benefit plans in which you were enrolled in before the first day of the leave (for a maximum of 12 workweeks) at the level and under the conditions of coverage as if you had continued in employment for the duration of such leave. SSDA will continue to make the same premium contribution as if you had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, SSDA may recover premiums paid to maintain health coverage if you fail to return to work following CFRA leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA entitlement.

Payment is due when it would be made by payroll deduction.

Substitution of Paid Leave

Generally, CFRA leave is unpaid. SSDA may require, or you may choose, to use accrued paid leave while taking CFRA leave. In order to use paid leave for CFRA leave, you must comply with SSDA's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact your supervisor.

Reinstatement

Under most circumstances, upon return from CFRA leave, you will be reinstated to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on CFRA leave would have been laid off had the employee not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In

addition, an employee's use of CFRA leave will not result in the loss of any employment benefit that the employee earned before using CFRA leave.

If you are on a FMLA-only leave, without CFRA running concurrently, there may be conditions in which you may be denied reinstatement if you are a "key" employee. (Please refer to the *Reinstatement* section of the *FMLA Leave* policy for additional information.)

Time Accrual

Please contact your supervisor with any questions regarding accrual of other SSDA provided paid leave benefits (such as vacation, PTO or sick leave) during unpaid CFRA leave.

Carryover

Leave granted under any of the reasons provided by CFRA and/or FMLA will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Intermittent Leave

You may take CFRA leave intermittently (in blocks of time, or by reducing your normal weekly or daily work schedule) if the leave is for your serious health condition or that of a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is 2 hours. See also the discussion of *Pregnancy, Childbirth or Related Conditions and Baby Bonding* above.

Jury Duty and Witness Leave

SSDA encourages employees to serve on jury duty when called. Non-exempt employees who have completed their introductory periods will receive full pay while serving up to two (2) days of jury duty. Exempt employees will receive full salary unless they are absent for a full week and perform no work. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule. Nonexempt employees may **use** accrued, unused paid time off for leave taken under this policy.

Fees Paid by the Court

You may retain any mileage allowance or other fee paid by the court for jury services.

Military Leave

Employees who wish to serve in the military and take military leave should contact your supervisor or Board President for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

Military Spouse Leave

Employees who work more than 20 hours per week and have a spouse or registered domestic partner in the Armed Forces, National Guard or Reserves who have been deployed during a period of military

conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment.

You must request this leave in writing to your supervisor or Board President within two business days of receiving official notice that your spouse will be on leave. You must attach to the leave request written documentation certifying that your spouse will be on leave from deployment.

Vacation/Paid Time Off (PTO)

SSDA knows that rest and relaxation away from work is important. Therefore, SSDA provides accrued paid time off (PTO) to reward your hard work. Regular Full-time employees are eligible to accrue PTO according to the following schedule, beginning with the first year of employment:

Years of Service	Hourly accrual per hour worked	Caps on Accrual
0-5 years	0.0385 per hour worked (1.54 hours based on 40 hour work week)	80 hours
5 years, one day – 10 years	0.0385 per hour worked (1.54 hours based on 40 hour work week)	120 hours
10 years, on day +	0.0385 per hour worked (1.54 hours based on 40 hour work week)	150 hours

Regular part-time employees do not earn paid vacation time. The maximum amount that an associate can accrue is set forth above as a “cap”. (For example, a 3rd year employee can accrue up to 80 hours of PTO. At that time, they will stop accruing until they use some PTO to bring them back under the annual accrual amount.) Therefore, employees are encouraged to take PTO each year and at least 2 weeks for rest and relaxation.

Employees on an unpaid leave of absence stop accruing PTO during the leave and begin accruing again on the first pay cycle following their return.

The SSDA Executive Committee may execute a different vacation schedule with the Executive Director through a separate contract document.

No other classification of employee earns paid vacation time.

At the end of each calendar year employees may carry over accrued, unused vacation pay.

All vacation time must be requested and approved in advance. Employees may not receive pay in lieu of vacation. When they leave the organization, employees will be paid for any accrued, unused vacation.

You become eligible to take PTO beginning on the 90th day of employment.

California Paid Sick Leave

California provides for mandatory paid sick leave under the Healthy Workplaces, Healthy Families Act (the "Act"). You cannot be discriminated or retaliated against for requesting or using paid time off (PTO) for qualifying reasons protected by the Act.

Up-Front Sick Leave Policy and Payment

All California employees may take paid sick leave consistent with the purposes of this section. This section shall supersede and replace the “Sick/Personal Days” section of any other version of an employee handbook.

An employee becomes eligible for paid sick leave by working in California for at least 30 days within a year. Before an employee can take any sick leave, he or she must satisfy a 90-day employment period, which is not limited to work only in California.

Eligible employees will receive a lump-sum grant of 40 hours or five days, whichever is more beneficial to the employee, of paid sick leave each year. A lump-sum grant will be provided on each subsequent year if the employee remains eligible. Unused time under this policy will not carry over each year. Rather, the sick leave balance will be renewed each year. The Company requires employees to use paid sick leave under this policy in minimum increments of two hours.

This *up-front* policy makes the full amount of sick leave for the year available immediately at the beginning of a year-long period, except for initial hires where 3 days or 24 hours must be available for use by the 120th calendar day of employment and 5 days or 40 hours must be available for use by the 200th calendar day of employment.

If you have any questions, please contact your supervisor.

Sick Time Notification

If you have a foreseeable need to take paid time off for a qualifying reason under the Act, you must provide advance oral or written notification to your supervisor. If the need is not foreseeable, you should provide notice to your supervisor as soon as practical.

Qualifying Reasons for Paid Sick Leave

Paid time off under the Act can be used for any of the following reasons:

- ❖ Diagnosis, care or treatment of an existing health condition for an employee or "covered family member," as defined below.
- ❖ Preventive care for an employee or an employee's covered family member. Preventive care may include self-quarantine as a result of potential exposure to COVID-19 if quarantine is recommended by civil authorities, or other situations, such as where there has been exposure to COVID-19 or where an employee has traveled to a high risk area.
- ❖ For certain specified purposes when the employee is a victim of crime or abuse.
For purposes of paid time off under the Act, a "covered family member" includes:
 - ❖ A child: Defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if they are not your legal child.
 - ❖ A parent: Defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A "parent" may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if they are not your legal parent.
 - ❖ A spouse.
 - ❖ A registered domestic partner.
 - ❖ A grandparent.
 - ❖ A grandchild.
 - ❖ A sibling.
 - ❖ "Designated person" is an individual related to the employee by blood or whose association with the employee is equivalent to a family relationship.

If the need for paid sick leave is foreseeable, you must provide advance oral or written notification to your supervisor. If the need for paid sick leave is not foreseeable, provide notice your supervisor as soon as practical. Use of paid sick time may run concurrently with other leaves under local, state or federal law.

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment.

When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider.

Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused paid sick leave, you may use paid sick leave to receive pay for these absences.

If you do not have accrued, paid sick leave, or if you have used all of your sick leave, you may choose to substitute vacation/paid time off for further absences from work, related to your illness or injury.

Holidays

The holiday schedule is published by the Executive Director at the beginning of our fiscal year. The Small School Districts' Association observes the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Veterans' Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Day + Three days
- New Year's Eve

All regular full-time employees are paid eight hours in wages for each holiday. Regular part-time employees are paid for holidays on a prorated basis, determined by the number of hours worked in a workweek. Part-time employees who do not work on the day on which a holiday falls may observe the holiday on a different day of the week by arranging for this in advance with their supervisor.

Any non-exempt employee required to work on a holiday will be paid at time-and-a-half their regular rate of pay for hours worked that day. If an employee prefers to take an alternative day off, this alternative paid time off must be taken within one (1) month of the holiday worked.

Temporary employees do not receive holiday pay.

Employees on vacation at the time a holiday occurs will not have that day counted as vacation pay.

Floating Personal Days

In addition to paid holidays, one floating holiday is provided each calendar year to regular full-time employees, regardless of date of hire, to be used for special occasions such as birthdays or ethnic or religious holidays.

Regular part-time employees are not eligible for floating days, but may request that work not be assigned on the day selected as a floating holiday.

Floating holidays must be used in the calendar year in which they are granted. When an employee leaves the organization, floating days are forfeited and no pay shall be granted for days not taken.

Floating Personal Days must be approved in advance by the employee's supervisor.

Pregnancy Disability Leave Five or More Employees

If you are pregnant, have a related medical condition, or are recovering from childbirth, please review this policy. Any employee planning to take pregnancy disability leave (PDL) should advise the personnel department as early as possible. Please make an appointment with the personnel manager to discuss the following conditions:

- The length of pregnancy disability leave will be determined by the advice of your physician, but employees disabled by pregnancy may take up to four months of leave per pregnancy (the working days you normally would work in one-third of a year or 17 1/3 weeks). Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by your pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care, doctor-ordered bed rest, as well as other reasons. Your healthcare provider determines how much time you need for your disability;
- SSDA will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy;
- If you need to take PDL, you must inform SSDA when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable accommodation, or transfer is foreseeable (such as the expected birth of a child or a planned medical treatment for yourself), you must provide at least 30 days advance notice before the PDL or transfer is to begin. Consult with the personnel manager regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of SSDA. Any such scheduling is subject to the approval of your health care provider;
- For emergencies or events that are unforeseeable, we need you to notify SSDA, at least verbally, as soon as practical after you learn of the need for the leave;
- Failure to comply with these notice requirements may result in delay of PDL, reasonable accommodation, or transfer;
- Pregnancy leave usually begins when ordered by your health care provider. You must provide SSDA with a written certification from a health care provider for need of PDL, reasonable accommodation or transfer. The certification must be returned no later than 15 calendar days after it is requested by SSDA. Failure to do so may, in some circumstances, delay PDL, reasonable accommodation or transfer. Please see the personnel department for a medical certification form to give to your health care provider;
- Leave returns will be allowed only when your health care provider sends a release;
- You are required to use accrued sick time (if otherwise eligible to take the time) during PDL. You are allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during PDL; and
- Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of one hour.

If intermittent leave or leave on a reduced work schedule is medically advisable you may, in some instances, be required to transfer temporarily to an available alternative position that meets your needs.

The alternative position does not need to have equivalent job duties, but must have the equivalent rate of pay and benefits, and you must be qualified for the position.

The position must better accommodate your leave requirements than your regular job. Transfer to an alternative position can include altering an existing job to better accommodate your need for intermittent leave or a reduced work schedule.

When your health care provider releases you to return to work, from PDL, you will be reinstated to your same position held at the time the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy.

An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

If you are on PDL, you will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if you had continued in employment continuously for the duration of the leave.

In some instances, SSDA can recover premiums paid to maintain your health coverage if you fail to return from PDL. PDL may impact other benefits or a seniority date. Please contact the personnel department for more information.

School and Child Care Activities Leave

Employees are encouraged to participate in the school or child care activities of their child(ren).

The absence is subject to all of the following conditions:

- Time off under this policy can only be used by parents, guardians, grandparents, stepparents, foster parents or a person who stands in *loco parentis* to one or more children of the age to attend kindergarten through grade 12 or who are with a licensed child care provider;
- The amount of time off for school or child care activities described below cannot exceed a total of 40 hours each year;
- You can use the time off to find, enroll or reenroll a child in a school or with a licensed child care provider or to participate in activities of the child's school or licensed child care provider. The time off for these purposes cannot exceed eight hours in any calendar month. You must provide reasonable advance notice to your supervisor before taking the time off;
- You can also use time off to address a "child care provider or school emergency" if you give notice to SSDA. A "child care provider or school emergency" means that the your child cannot remain in a school or with a child care provider due to one of the following:
 - The school or child care provider has requested that your child be picked up, or has an attendance policy (excluding planned holidays) that prohibits your child from attending or requires your child to be picked up from the school or child care provider;
 - Behavioral or discipline problems;
 - Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
 - A natural disaster, including, but not limited to, fire, earthquake or flood.

- If more than one parent is employed by SSDA, the first employee to request such leave will receive the time off. Another parent will receive the time off only if the leave is approved by their supervisor;
- You must use PTO leave in order to receive compensation for this time off; and
- If you who do not have paid time off available, you will take the time off without pay.

School Appearances Involving Suspension

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

Time Off for Voting

If you do not have sufficient time outside of working hours to vote in an official statewide election, you may take off enough working time to vote, including up to two hours off without loss of pay. This time should be taken at the beginning or the end of the regular working shift, whichever allows for more free time for voting and the least time off work.

If you know or have reason to believe that time off will be necessary to be able to vote on election day, you must give your supervisor at least two working days' notice.

Criminal Judicial Proceedings and Victims' Rights Leave

If you are the victim, or the family member of a victim of certain serious crimes, you may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim.

If you are the family member of a crime victim, you may be eligible to take this leave if you are the crime victim's spouse, parent, child or sibling. Other family members may also be covered, depending on the purpose of the leave.

The absence from work must be in order to attend judicial proceedings or proceedings involving rights of the victim. Only certain crimes are covered.

You must provide reasonable advance notice of your need for leave and documentation related to the proceeding may be required. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absences from work to attend judicial proceedings or proceedings involving victim rights are unpaid, unless you choose to use accrued and unused paid time off.

For more information regarding this leave (including whether you are covered, when and what type of documentation is required and which type of paid time off can be used), please contact a SSDA representative with day-to-day personnel responsibilities.

Volunteer Civil Service Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. Employees who perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel may also take up to a total of fourteen days unpaid leave time per calendar year to engage in required fire, law enforcement or emergency rescue training. Please alert your supervisor that you may have to take time off for

emergency duty or emergency duty training. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

If you are an official volunteer firefighter, reserve peace officer or emergency rescue personnel, please alert your supervisor if you have training. Volunteer firefighters, reserve peace officers and emergency rescue personnel may take up to a total of fourteen days per calendar year to engage in fire, law enforcement or emergency rescue training.

Bereavement Leave

SSDA grants time off to eligible employees in the event of the death of a "family member."

To be eligible for bereavement leave, you must be employed for at least 30 days prior to starting leave.

If you are eligible and experience the death of a family member, you may take up to five days of bereavement leave.

For purposes of this policy, a family member is a:

- Spouse
- Domestic Partner
- Child
- Parent
- Parent-in-law
- Sibling
- Grandparent
- Grandchild

The days of bereavement leave do not need to be taken consecutively; however, you must complete your bereavement leave within three months of your family member's death, at which time any remaining unused bereavement leave will expire.

Bereavement leave is unpaid; however, you may choose to use previously accrued paid leave time available to you.

You must provide documentation to support the need for bereavement leave, which may include a death certificate; a published obituary; or a verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution or government agency.

SSDA may, at its discretion, approve additional unpaid time off.

Benefits

Lactation Accommodation

SSDA recognizes lactating employees' rights to request lactation accommodation and accommodates lactating employees by providing a reasonable amount of break time and a suitable lactation location to any employee who desires to express breast milk for their infant child, subject to any exemption allowed under applicable law.

If possible, the break time should run concurrently with your normally scheduled break time. Any break time to express breast milk that does not run concurrently with your normally scheduled break time is unpaid.

The lactation location will be private (shielded from view and free from intrusion from co-workers and the public) and located close to your work area. The location will be safe, clean and free of toxic or hazardous materials; have a surface to place a breast pump and other personal items; have 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. SSDA will also provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to your workspace. If a refrigerator cannot be provided, SSDA will provide another cooling device suitable for storing milk, such as an employer-provided cooler. The lactation location will not be a bathroom or restroom. The room or location may include an employee's private office if it otherwise meets the requirements of the lactation space. Multi-purpose rooms may be used as lactation space if they satisfy the requirements for space; however, use of the room for lactation takes priority over other uses for the time it is in use for lactation purposes.

Employees who desire lactation accommodations should contact your supervisor to request accommodations. An employee's request may be provided orally, by email, or in writing, and need not be submitted on a specific form. We will engage in an interactive process with you to determine when and where lactation breaks will occur. If we cannot provide break time or a location that complies with this policy, we will provide a written response to your request.

SSDA will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who lodge a complaint related to the right to lactation accommodation. If you believe you have been denied reasonable break time or adequate space to express milk, or have been otherwise denied your rights related to lactation accommodation, you have the right to file a complaint with the Labor Commissioner.

Paid Family Leave

Employees may be eligible for Paid Family Leave (PFL) wage replacement benefits, which are funded through payroll deductions and coordinated through the Employment Development Department (EDD). PFL provides partial pay for up to eight weeks when you need to take leave from work to:

- To care for a parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, or sibling who is seriously ill;
- To bond with your newborn, foster child or newly adopted child; or
- For a qualifying exigency related to the covered active duty or call to covered active duty of your spouse, registered domestic partner, parent, or child in the Armed Forces of the United States.

The PFL program does not provide employees with a right to a leave of absence; it is limited to a state-mandated wage replacement benefit.

Workers' Compensation

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

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

To ensure that you receive any workers' compensation benefits to which you may be entitled, you need to:

- Immediately report any work-related injury to your supervisor;

- Seek medical treatment and follow-up care if required;
- Complete a written *Employee's Claim for Workers' Compensation Benefits* (DWC Form 1) and return it to the your supervisor; and
- Provide SSSA with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to their same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of their job because of a physical or mental disability, SSSA's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act or the California Fair Employment and Housing Act.

The law requires SSSA to notify the workers' compensation insurance SSSA of any concerns of false or fraudulent claims.

Workers' Compensation and CFRA/FMLA

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under state and/or federal law California Family Rights Act (CFRA) and/or Family Medical Leave Act (FMLA), will be placed on CFRA and/or FMLA during the time they are disabled and not released to return to work. The leave under these laws will generally run concurrently.

Paid Sick Leave and Workers' Compensation Benefits

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused sick leave, you may choose to substitute paid sick leave for any time that would otherwise be unpaid.

If you do not have accrued, paid sick leave, or if you have used all of your sick leave, you may choose to substitute vacation/paid time off for further absences from worked, related to your illness or injury.

Management

Employee Property

An employee's personal property, including but not limited to lockers, packages, briefcases, purses, messenger bags, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of SSDA property, possession of dangerous weapons or firearms, or abuse of SSDA's drug and alcohol policy.

Open-Door Policy

Suggestions for improving SSDA are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your complaints, questions, and suggestions are important to us.

If you have a complaint, suggestion or question, speak with your immediate supervisors as soon as possible. If you are not comfortable speaking to your immediate supervisor, please bring the issue to the personnel manager or any other member of management.

Also, if you have raised the issue and if the problem persists, you may present it to the personnel manager, who will investigate and provide a solution or explanation.

If the problem is not resolved, you may also present the problem to the president of SSDA, who will attempt to reach a final resolution.

While a written complaint will assist us in investigating your concerns, it is not required that you put your complaint in writing. If you need assistance with your complaint, or you prefer to make a complaint in person, contact your supervisor or Board President.

This procedure, which we believe is important for both you and SSDA, cannot guarantee that every problem will be resolved to your satisfaction. However, SSDA values your observations and you should feel free to raise issues of concern without the fear of retaliation.

Workplace Privacy - Audio/Video Recordings

Due to concerns regarding the potential for invasion of privacy, sexual or other harassment, and protection of proprietary or confidential information, employees may not use any audio or video recording devices while on working time. You also may not use any audio or video recordings in work areas that SSDA has identified as confidential, secure or private, unless you are engaged in protected activity related to improving the terms and conditions of your employment, such as documenting health and safety issues.

SSDA uses or may use video surveillance in public areas (not in restrooms, locker rooms or changing areas). The video surveillance will not include sound recording.

Personnel Records

You have a right to inspect or receive a copy of the personnel records that SSDA maintains relating to you, including training logs.

Any request to inspect or copy personnel records must be made in writing to the your supervisor. You can obtain a form for making such a written request from your supervisor.

You may designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. SSDA may take reasonable steps to verify the identity of

any representative you have designated in writing to inspect or receive a copy of your personnel records.

The personnel records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The records will be made available no later than 30 calendar days from the date SSDA receives your written request to inspect or copy your personnel records (unless you/your representative and SSDA mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request).

If you request a copy of the contents of your file, you will be charged the actual cost of copying.

Disclosure of personnel information to outside sources, other than your designated representative, will be limited. However, SSDA will cooperate with request from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

SSDA Property

Electronics and Social Media

This policy is intended to protect SSDA's computer systems and electronic information.

For purposes of these policies, the following definitions apply: "Computers" are defined as desktop computers, laptops, handheld devices (including but not limited to iPhones, smart phones, iPads, and other electronic tablets and cell phones), computer software/hardware and servers, and.

SSDA also uses various forms of "electronic communication." "Electronic communications" includes e-mail, text messages, telephones, cell phones and other handheld devices (such as cell phones, smart phones, writing tablets or iPads), fax machines, and online services including the Internet.

"Electronic information" is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files.

The following general policies apply:

- Computers and all data transmitted through SSDA servers are SSDA property owned by SSDA for the purpose of conducting SSDA business. These items must be maintained according to SSDA rules and regulations. Computers must be kept clean and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any SSDA property may be removed from the premises.
- All electronic communications also remain the sole property of SSDA and are to be used for SSDA business. For example, email messages are considered SSDA records.
- Electronic information created by an employee using any computer or any means of electronic communication is also the property of SSDA and remains the property of SSDA.
- Information stored in SSDA computers and file servers, including without limitation is the property of SSDA and may not be distributed outside SSDA in any form whatsoever without the written permission of the President.
- Violation of any of the provisions of this policy, whether intentional or not, will subject SSDA employees to disciplinary action, up to and including termination.

Monitoring of SSDA Property

SSDA reserves the right to inspect all SSDA property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's

presence. SSDA computers and all electronic communications and electronic information are subject to monitoring and no one should expect privacy regarding such use.

SSDA reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of SSDA policy or any law occurs. E-mail may be monitored by SSDA and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security but the use of a password does not affect SSDA's ownership of the electronic information or ability to monitor the information. SSDA may override an employee's password for any reason.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by SSDA management.

Prohibited Use

All existing SSDA policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of SSDA assets or resources. It is a violation of SSDA policy to use computers, electronic communications, electronic information, or the Internet, in a manner that: is discriminatory harassing or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against SSDA policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

The display of any kind of sexually explicit multimedia content, message, or document on any SSDA computer is a violation of SSDA's policy against sexual harassment. This description of prohibited usage is not exhaustive and it is within the discretion of SSDA to determine if there has been a violation of this policy. Employees that engage in prohibited use will be subject to discipline and/or immediate termination.

This policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.

Computer and Internet Use

SSDA provides computers, electronic communications, electronic information and information technology resources, including the Internet, to its employees to help them do their job. SSDA provided computers; electronic communications, electronic information and the Internet are only to be used only for work-related purposes. No personal use of this SSDA property is permitted at any time. However, this policy is not intended to limit the ability of employees to use SSDA email systems to communicate with other employees regarding the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors or staffing.

Social Media

SSDA uses social media to promote its programs and services. The use of social media is an integral part of our communication program. However, SSDA does not condone the use of personal social media in the workplace for any purpose. Social media is a set of Internet tools that aid in the facilitation of interaction between people online. If you have specific questions about which programs SSDA deems to be social media, consult with your supervisor or Board President.

Use of Internet based programs such as Facebook, LinkedIn, and Twitter (this is not meant to be an exhaustive list) is a violation of SSDA policy and use of SSDA property (including computers or handheld devices) to access personal social media tools or programs during working time on the work premises can result in discipline up to and including termination.

Employees can use their own personal devices to engage in social media during non-working times, such as breaks and meal periods; however, all other SSDA policies against inappropriate usage, including SSDA's no tolerance for discrimination, harassment or retaliation in the workplace, and protection of confidential or trade secret information apply.

Nothing in SSDA's social media policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment.

Housekeeping

All employees are expected to keep their work areas clean and organized. People using common areas such as lunchrooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

Employees must also follow all COVID-19 safety and policies and procedures at all times.

Parking

Employees may park their vehicles in designated areas, if space permits. If space is unavailable, employees must park in permissible public areas in the vicinity of SSDA property. SSDA is not responsible for any loss or damage to employee vehicles or contents while parked on SSDA property.

The Executive Director, Director of Programs and the Office Manager will be provided with parking spaces paid for by the organization. All other employees will be responsible for their own parking unless a grant or some other source of revenue covers the cost of parking for a specified time period.

Smoking

Smoking is prohibited at this workplace. The smoking prohibition applies to all smoking devices, including, but not limited to, the use of electronic smoking devices, such as electronic cigarettes, pipes, hookahs, and vaping devices.

Employee Conduct

Business Conduct and Ethics

No employee may accept a gift or gratuity from any customer, vendor, supplier, or other person doing business with SSDA because doing so may give the appearance of influencing business decisions, transactions or service. Please discuss expenses paid by such persons for business meals or trips with SSDA in advance.

Conducting Personal Business

Employees are to conduct only SSDA business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

Confidential Information

Each employee is responsible for safeguarding the confidential information obtained during employment.

In the course of your work, you may have access to trade secrets or similarly protected proprietary or confidential information regarding SSDA's business (such as financial data, research and development, marketing, business plans or strategies, suppliers, business partners or customers). You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties or as required by law.

Access to, or disclosure of, confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by SSDA.

This policy does not prohibit employees from confidentially disclosing trade secret, proprietary or confidential information to federal, state and local government officials, or to an attorney, when done to report or investigate a suspected violation of the law. Employees may also disclose the information in certain court proceedings if specific procedures to protect the information are followed. Nothing in this policy is intended to conflict with 18 U.S.C. sec. 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. sec. 1833(b).

Nothing in this policy prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

Conflicts of Interest

All employees must avoid situations involving actual conflict of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of SSDA, which impairs an employee's ability to exercise good judgment on behalf of SSDA, can create an actual conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to their immediate supervisor, or any other appropriate supervisor, for a determination about whether an actual conflict exists. If an actual conflict is determined, SSDA may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Dress Codes and Other Personal Standards

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Avoid clothing that can create a safety hazard.

Because each employee is a representative of SSDA in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner consistent with the nature of the work performed.

All clothing should be clean and without rips or holes. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

This dress code policy will not be enforced in a manner that discriminates against anyone based on a protected class, such as race, sex, gender identity or gender expression, religion, national origin or any other class protected by federal, state or local law. For more information, see the *Harassment, Discrimination and Retaliation Prevention* policy.

Employees who need reasonable accommodation because of religious beliefs, observances or practices should contact a SSDA representative with day-to-day personnel responsibility and discuss the need for accommodation.

Drug and Alcohol Abuse

SSDA is concerned about the use of alcohol, marijuana, illegal drugs or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and seriously impair SSDA operations. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes SSDA to the risks of property loss or damage, or injury to other persons.

The following rules and standards of conduct apply to all employees while on SSDA property, at work, or working on SSDA business. The following are strictly prohibited by SSDA policy:

- Being under the influence of, or impaired by, an illegal or controlled substance, alcohol or marijuana while on the job.
- Using or possessing illegal or controlled substances, alcohol or marijuana while on the job (including the illegal use of prescription drugs and possessing drug paraphernalia)
- Distributing, selling, or purchasing of an illegal or controlled substance, alcohol or marijuana while on the job.

Violation of these rules and standards of conduct will not be tolerated and will include disciplinary action up to and including termination. SSDA also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, SSDA reserves the right to conduct searches of SSDA property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off SSDA property will not be tolerated because such conduct, even though off duty, reflects adversely on SSDA. In addition, SSDA must keep people who sell or possess controlled substances off SSDA premises in order to keep the controlled substances themselves off the premises.

SSDA will encourage and reasonably accommodate employees with alcohol, marijuana or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should

request treatment or rehabilitation leave. SSDA is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug, alcohol or marijuana use. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be reemployed or be given a second opportunity to seek treatment and/or rehabilitation.

This policy on treatment and rehabilitation is not intended to affect SSDA's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

News Media Contacts

Employees may be approached for interviews or comments by the news media. Only contact people designated by the President may comment to news reporters on SSDA policy or events relevant to SSDA.

This policy does not limit your right to discuss the terms and conditions of his or her employment, or to try and improve these conditions.

Off-Duty Conduct

While SSDA does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with SSDA's legitimate business interests.

Off-duty conduct by an employee that directly conflicts with SSDA's essential business interests and disrupts business operations will not be tolerated.

Prohibited Conduct

Employees are expected to conduct themselves in a manner to further SSDA's objectives. The following conduct is prohibited and will not be tolerated by SSDA.

This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and SSDA operations also may be prohibited and will result in disciplinary action up to and including termination.

- Falsifying employment records, employment information, or other SSDA records;
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any SSDA property, or the property of any employee or customer;
- Removing or borrowing SSDA property without prior authorization;
- Unauthorized use or misuse of SSDA equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on SSDA property;
- Participating in horseplay or practical jokes on SSDA time or on SSDA premises;
- Carrying firearms or any other dangerous weapons on SSDA premises at any time;
- Causing, creating or participating in a disruption of any kind during working hours on SSDA property;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive, threatening or intimidating language at any time on SSDA premises;

- Violation of SSDA punctuality and attendance policies. Absences protected by state or federal law do not count as violations of this policy. Protected paid sick time under California law does not count as a violation of this policy;
- Failing to obtain permission to leave work for any reason during normal working hours, not including meal periods;
- Failing to observe working schedules, including rest and meal periods;
- Sleeping or malingering on the job;
- Making or accepting personal telephone calls, including cell phone calls, of more than three minutes in duration during working hours, except in cases of emergency or extreme circumstances;
- Working overtime without authorization or refusing to work assigned overtime;
- Violation of dress standards;
- Violation of any safety, health, security or SSDA policy, rule or procedure;
- Violation of SSDA's drug and alcohol policy;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Violating SSDA's anti-harassment or equal employment opportunity policies; and
- Failing to promptly report work-related injury or illness.

This statement of prohibited conduct does not alter SSDA's policy of at-will employment.

Either you or SSDA remain free to terminate the employment relationship at any time, with or without reason or advance notice.

Punctuality and Attendance

As an employee of SSDA, you are expected to be punctual and regular in attendance. Tardiness or absences can cause problems for your co-workers and your supervisor. When you are absent, your assigned work must be performed by others.

You are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized SSDA business.

Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must provide reasonable advance notice to your supervisor before the time you are scheduled to begin working for that day. You must inform your supervisor of the expected duration of any absence.

If you fail to provide reasonable advance notice before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. If the circumstances for your tardiness or absence were unforeseen, inform your supervisor as soon as practical of the reason for the tardiness or absence.

Excessive absenteeism or tardiness, providing false information or abuse of leave laws will not be tolerated. Generally, if you fail to report for work without any notification to your supervisor and your absence continues for a period of 3 days, SSDA will consider that you have voluntarily abandoned or quit your employment. **Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy. Paid sick time protected under California law does not count as a violation of this policy.**

Wages

Advances

SSDA does not permit advances against paychecks or against unaccrued vacation.

Meal and Rest Periods

Rest Breaks

All nonexempt employees are entitled to uninterrupted rest break periods during their workday. If you are a nonexempt employee, you will be paid for all such break periods, and you will not clock out.

Number of Rest Breaks

You will be authorized and permitted one (1) 10-minute net rest break for every four (4) hours you work (or major fraction thereof, which is defined as any amount of time over two [2] hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours.

You will be relieved of all duty during your rest break periods. You are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any rest break.

If you work a shift from three and one-half (3.5) to six (6) hours in length you will be entitled to one (1) ten-minute rest break. If you work more than six (6) hours and up to 10 hours, you will be entitled to two ten-minute rest breaks. If you work more than 10 hours and up to 14 hours, you will be entitled to three ten-minute rest breaks.

Timing of Rest Breaks

You are authorized and permitted to take a rest break in the middle of each four hour work period. Your rest break will be scheduled by Supervisor

Meal Period

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if you work more than five (5) hours in a workday. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period.

If your total work period for the day is more than five hours per day but no more than six hours, you may waive the meal period. This cannot be done without the mutual consent of you and your supervisor. You must discuss any such waiver with your supervisor in advance.

The waiver must be in writing.

Timing of Meal Period

Your meal period will be provided no later than the end of your fifth hour of work. For example, if you begin work at 8:00 a.m., you must start your meal period by 12:59 p.m. (which is before the end of your fifth hour of work).

Second Meal Period

If you work more than 10 hours in a day, you will be provided a second, unpaid meal period of at least 30 minutes. Again, you must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. There will be no control over your activities during your meal period. During your meal period, you are free to leave the premises and are free to come and go as you please. You are expected to return to work promptly at the end of any meal period.

Depending on the circumstances, you may be able to waive your second meal period if you took the first meal period and if your total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of you and your supervisor and must be in writing. You must discuss any such waiver with your supervisor in advance.

Timing of Second Meal Period

This second meal period will be provided no later than the end of your 10th hour of work. Your second meal period will be scheduled by Supervisor.

Recording Meal Periods

You must clock out for any meal period and record the start and end of the meal period.

Employees are not allowed to work "off the clock." All work time must be accurately reported on your time record.

If for any reason you are not provided a meal period in accordance with our policy, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, please immediately notify your supervisor or Board President.

Anytime you miss a meal period that was provided to you (or you work any portion of a provided meal period), you will be required to report to your supervisor or Board President and document the reason for the missed meal period or time worked.

Please also refer to the SSDA Timekeeping Policy.

Overtime for Nonexempt Employees

Employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. SSDA will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor. SSDA provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Sunday at 12:01 a.m.;
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay;
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay; and

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

Payment of Wages

If you observe an error on your check, please report it immediately to your supervisor. Paydays are scheduled on weekly on Fridays. If a regular payday falls on a weekend or holiday, you will be paid on the preceding business day.

SSDA offers automatic payroll deposit. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the payroll department) and return it to payroll at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, complete the form available from the payroll department and return it to payroll at least 10 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 10 days before the end of the pay period.

Timekeeping Requirements

All nonexempt employees are required to use a software to record time worked for payroll purposes. All time worked must be accurately reported on your time record. You must record your own time at the start and at the end of each work period. You must clock out for your meal period and record the start and end of the meal period.

You are not allowed to work "off the clock." Working off the clock violates SSDA policy. Any work performed before or after a regularly scheduled shift must be approved in advance by your supervisor.

You also must record your time whenever you leave the building for any reason other than SSDA business. You will be required to certify that your time record is accurate.

Any handwritten marks or changes on the timecard must be initialed by a supervisor. Punching another employee's timecard, allowing another employee to punch your timecard, or altering a timecard is not permissible and is subject to disciplinary action.

Any errors on your timecard should be reported immediately to your supervisor.

Please also refer to SSDA's Meal and Rest Break Policy.

Expense Reimbursements

SSDA reimburses employees for business expenses on the 1st payroll day of month of each month. Employees who have expense accounts or who have incurred business expenses must submit required receipts no later than the last day of the month of each month. If you have any questions about SSDA's expense reimbursement policy, contact your supervisor or Board President.

Safety and Health

Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor or to the human resources department. In compliance with California law, and to promote the concept of a safe workplace, SSDA maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the general manager's office.

SSDA also maintains a written COVID-19 Prevention Program in compliance with California law, which is available for review by employees and/or authorized representatives.

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

Recreational Activities and Programs

SSDA or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

Security

SSDA has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to security personnel. 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 and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

Workplace Violence Policy

SSDA has adopted the following workplace violence policy to ensure a safe working environment for all employees. The Executive Director has the authority and responsibility for implementing the provisions of this plan for SSDA. If there are multiple persons responsible for the plan, their roles will be clearly described.

DEFINITIONS:

Emergency - Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

Engineering controls - An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

Log - The violent incident log required by LC section 6401.9.

Plan - The workplace violence prevention plan required by LC section 6401.9.

Serious injury or illness - Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

Threat of violence - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Workplace violence - Any act of violence or threat of violence that occurs in a place of employment.

Workplace violence includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
- The following four workplace violence types:

Type 1 violence - Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

Type 2 violence - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type 3 violence - Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4 violence - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

Work practice controls - Procedures and rules which are used to effectively reduce workplace violence hazards.

SSDA has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

Management will ensure that all workplace violence policies and procedures within this written plan are clearly communicated and understood by all employees. Managers and supervisors will enforce the rules fairly and uniformly. All employees will follow all workplace violence prevention plan directives, policies, and procedures, and assist in maintaining a safe work environment

Our system to ensure that employees comply with the rules and work practices that are designed to make the workplace more secure, and do not engage in threats or physical actions which create a security hazard for others in the workplace. Therefore, possession of non-work related weapons on SSDA premises and at SSDA-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, you are expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent.

You may report an incident to any supervisor or manager. All threats or acts of workplace violence are reported to an employee's supervisor or manager, who will inform the Executive Director or Board President.

A threat includes, but is not limited to, any indication of intent to harm a person or damage SSDA property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. The following are examples of threats and acts that shall be considered violent - this list is in no way all-inclusive:

Example	Type of Threat
Saying, "Do you want to see your next birthday?"	Indirect
Writing, "Employees who kill their supervisors have the right idea."	Indirect
Saying, "I'm going to punch your lights out."	Direct
Making a hitting motion or obscene gesture	Nonverbal
Displaying weapons	Extreme
Stalking or otherwise forcing undue attention on someone, whether romantic or hostile	Extreme
Taking actions likely to cause bodily harm or property damage	Acts of violence

In the even there is a workplace incident, after the incident, the Executive Director or their designee will implement the following post-incident procedures:

- Visit the scene of an incident as soon as safe and practicable.
- Interview involved parties, such as employees, witnesses, law enforcement, and/or security personnel.
- Review security footage of existing security cameras if applicable.
- Examine the workplace for security risks associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
- Determine the cause of the incident.
- Take corrective action to prevent similar incidents from occurring.
- Record the findings and ensuring corrective actions are taken.
- Obtain any reports completed by law enforcement.
- The violent incident log will be used for every workplace violence incident and will include information, such as:
 - The date, time, and location of the incident.
 - The workplace violence type or types involved in the incident.
 - A detailed description of the incident.
 - A classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.
 - A classification of circumstances at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.
 - A classification of where the incident occurred, such as in the workplace, parking lot or other

- area outside the workplace, or other area.
- The type of incident, including, but not limited to, whether it involved any of the following:
 - Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
 - Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
 - Threat of physical force or threat of the use of a weapon or other object.
 - Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
 - Animal attack.
 - Other.
- Consequences of the incident, including, but not limited to:
 - Whether security or law enforcement was contacted and their response.
 - Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.
 - Information about the person completing the log, including their name, job title, and the date completed.
- Reviewing all previous incidents.

A strict non-retaliation policy is in place, and any instances of retaliation are dealt with swiftly and decisively. For example, an employee who retaliates against a coworker for reporting an incident could be disciplined or terminated.

Termination

Voluntary Resignation

Voluntary resignation results when an employee voluntarily quits their employment at SSDA, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, their supervisor (unless the absence is protected by law). All SSDA-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

Employee References

All requests for references must be directed to the personnel manager. No other manager, supervisor, or employee is authorized to release references for current or former employees.

By policy, SSDA discloses only the dates of employment and the title of the last position held of former employees.

Confirmation of Receipt

I have received my copy of Small Schools Districts' Association's (SSDA) Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at SSDA is employment at-will; employment may be terminated at the will of either SSDA or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between SSDA and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with SSDA.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by SSDA. SSDA reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the president of SSDA, no manager, supervisor, or representative of SSDA has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the president has the authority to make any such agreement and then only in writing, signed by the president.

Employee's Signature _____

Employee's Printed Name _____

Date _____

Arbitration Agreement

As a condition of my employment, I agree and acknowledge through this Arbitration Agreement and Acknowledgment form ("Arbitration Agreement") that Small School Districts' Association (the "SSDA") and I will utilize binding arbitration to resolve all disputes arising out of or relating to my employment with SSDA. Both SSDA and I mutually agree that any claim, dispute and/or controversy that either I may have against SSDA (or its owners, directors, officers, managers, employees, and agents) or SSDA may have against me, arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with SSDA, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"), in conformity with the procedures of the California Arbitration Act (California Code of Civil Procedure § 1280, et seq., including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). The Parties agree that this Agreement shall be governed under the FAA.

Included within the scope of this Arbitration Agreement are all disputes, whether based in tort, contract, statute, equitable law, or otherwise. Excluded from this Arbitration Agreement are claims that are not arbitrable pursuant to federal or California law including workers' compensation claims, unemployment compensation claims, or the right to file an administrative charge before a governmental agency, such as the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), or the Department of Labor (DOL), or other claims that as a matter of law cannot be subject to arbitration.

The following conditions are mutually agreed upon by both parties to this Arbitration Agreement:

- (a) Any relief that would otherwise be available in a court action is equally available to the parties in connection with the arbitration proceedings;
- (b) In addition to any other requirements imposed by law, disputes shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") before a neutral retired California Superior Court Judge or otherwise qualified individual, to whom the parties mutually agree pursuant to AAA's Employment Arbitration Rules and Mediation Procedures (found at <https://www.adr.org>), and shall be subject to disqualification on the same grounds as would apply to a judge of such court;
- (c) The procedures of the arbitration shall be governed by the California Code of Civil Procedure and California Rules of Court;
- (d) The Arbitrator shall have the authority to allow for appropriate discovery and exchange of information before a hearing, including, but not limited to: interrogatories, requests for production of documents, requests for admission, depositions, and the issuance of subpoenas. The parties shall be permitted enough discovery to gather necessary evidence in order to prove their claims or defenses;
- (e) Awards shall include the Arbitrator's written and well-reasoned opinion(s). The Arbitrator shall issue a written opinion and award, in conformance with the following requirements:
 - (i) the opinion and award must be signed and dated by the Arbitrator; (ii) the Arbitrator's opinion(s) and award shall decide all issues submitted; (iii) the Arbitrator's opinion and award shall set forth the legal principals supporting each part of the opinion(s); and (iv) the Arbitrator shall have the same authority to award remedies and damages as provided to a judge and/or jury under parallel circumstances in a civil action;
- (f) SSDA shall pay the costs associated with the arbitration, except for those costs which the employee would routinely be required to pay in court litigation. Each party shall be responsible for its

own attorneys' fees, except when the Arbitrator awards attorneys' fees to the prevailing party consistent with applicable state or federal law;

(g) Judgment upon the award rendered by the Arbitrator may be entered as a judgment in any court having jurisdiction thereof; and

(h) CLASS AND COLLECTIVE ACTION WAIVER -- SSSA AND I AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE/MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

This Arbitration Agreement shall be governed by California law and shall survive the termination of my employment. It can only be revoked or modified in writing signed by both parties that specifically states the intent to revoke or modify this Arbitration Agreement and is signed by the President/Owner(s). If any term, provision or portion of this Arbitration Agreement is declared void or unenforceable, it shall be severed and the remainder of this Arbitration Agreement shall be enforceable.

I understand and agree to this binding Arbitration Agreement, and that both I and SSSA give up our right to trial by jury of any claim I or SSSA may have against each other. My signature below indicates my choice to agree to the alternative dispute resolution processes described herein.

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ, I UNDERSTAND AND I AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS, MY SIGNATURE ALSO CERTIFIES THAT I HAVE BEEN PROVIDED THE OPPORTUNITY TO HAVE THIS ARBITRATION AGREEMENT REVIEWED BY LEGAL COUNSEL OF MY CHOICE.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ARBITRATION AGREEMENT AND ACKNOWLEDGMENT.

Employee's Signature _____

Employee's Printed Name _____

Date _____

By SSSA's Authorized Signatory: _____

Date _____