



Employment Handbook

Menlo School

Revised: December 16, 2025

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General Employment Policies

About This Handbook

Welcome! As an employee of Menlo School (the "School"), you are part of a community dedicated to challenging, supporting, and empowering our students to pursue academic excellence, develop deep curiosity, and fall in love with learning. You are an important member of our team, and we recognize that without your contributions, we would be unable to fulfill our purpose. This Employment Handbook (the "Handbook") is intended to support your efforts by providing you with information about the School that will be helpful to you in the course of your employment.

This Handbook has been prepared to acquaint you with the applicable policies, procedures, practices, and benefits of the School 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.

If there are any discrepancies between the benefit information provided in this Handbook and the benefit plan documents, the language in the benefit plan documents shall prevail.

In addition, to the extent that certain California or federal statutes apply, a matter-of-fact explanation of these is included in this Handbook. In the event of any inconsistency or conflict between the provisions outlined in this Handbook and the applicable laws and regulations, it is expressly understood that the law will take precedence. This means that, in such cases, the legal requirements will supersede any policies or guidelines mentioned in the Handbook to ensure compliance with statutory obligations.

Please note that this Handbook is not a contract of employment and that the School reserves the right to change its policies and procedures at any time. Nothing in this 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.

This Handbook is not intended to be a comprehensive guide to every policy and procedure at Menlo School. Still, it is meant to provide you with an overview of our most important employment policies and procedures. Please read it carefully and ask any questions you may have about its contents.

Right to Revise

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

Circumstances may arise that result in changes to the policies, procedures, practices, and benefits described in this Handbook from time to time. The School reserves the right to revise, modify, delete, or add to any policies, procedures, work rules, or benefits stated in this Handbook at any time as it deems appropriate at its sole and absolute discretion. Such changes as may occur do not alter the at-will employment relationship between you and Menlo School.

Whenever a new issue arises that needs to be addressed, whenever a policy is refined, or whenever the law takes a new direction, the School will do its best to update this Handbook.

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.

Protected Activities

None of the policies, guidelines, rules, and/or statements contained in this Handbook are intended, nor should they be interpreted, to in any way limit the ability of employees to:

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

Where to Find A Copy of this Handbook

Employees can access the latest version of the Employment Handbook by visiting the Faculty/Staff page on the School's website at www.menloschool.org. The handbook is updated and reposted as needed.

At-Will Employment Status

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

No employee or representative of the School has the authority to enter into an agreement for employment for a specified period of time or to make an agreement for employment on terms other than at-will. Only the Head of School of Menlo School (or the Director of Human Resources, as designated and/or assigned by the Head of School) 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 to work with others to alter the terms and conditions of their employment, such as communications regarding wages, scheduling, or other terms or conditions of employment.

Due to the nature of a school's operations, teachers' or academic support jobs are not guaranteed from one academic year to the next. The School notifies teachers and those in academic support roles each year (typically in the first calendar quarter) of the employment needs for the next academic year.

Harassment, Discrimination, and Retaliation Prevention

Menlo School is an equal opportunity employer. The School 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
- Reproductive health decision-making
- Military or veteran status
- Use of cannabis/marijuana off the job and away from the workplace; and
- Any other basis protected by federal, state, or local law, ordinance, or regulation

The School 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.

Additionally, the School prohibits retaliation against individuals who raise complaints of discrimination or harassment, or who participate in workplace investigations.

The School is committed to maintaining a work environment free from all forms of unlawful discrimination and harassment. Additionally, no conduct that is harassing or coercive is permitted at the School, even if not expressly prohibited by law. Threats, physical intimidation, and violence have no place in our School environment.

These principles apply to all activities in the workplace, as well as to all other work-related activities. They also extend to all aspects of the employment relationship (e.g., recruitment, hiring, promotion, transfer, training, performance, evaluation, compensation, discipline, and termination) and all members of the School community (employees, students, and non-employees). Employees, supervisors, co-workers, and third parties

are all prohibited from engaging in harassment, discrimination, and retaliation under California's Fair Employment and Housing Act ("FEHA").

Harassment Prevention

The School's policy prohibiting harassment applies to all persons involved in the operation of the School. The School prohibits harassment, disrespectful, or unprofessional conduct by any employee of the School, including supervisors, managers, and co-workers. The School's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, individuals providing services under 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 School 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.

Menlo School is deeply committed to promoting relationships that are respectful and responsible and vigorously upholds its prohibition against harassment and discrimination. Unlawful discrimination and harassment hurt other employees, contractors, visitors, and students. However, conduct does not necessarily need to be unlawful to be a violation of the School's policies. Because this is a school, employees are held to a higher standard of conduct than might otherwise be the case and are required to set a good example for parents and students through their actions and words. Sexually oriented acts or sex-based conduct, or conduct based upon a protected class, are not tolerated. The School will take corrective action it deems appropriate, up to and including termination, against any employee who has engaged in illegal discrimination or harassment.

Employees are expected to report all instances of harassment and to cooperate in any ensuing investigation. The School will investigate all such reports and take appropriate action based on the results of the inquiry. Appropriate action may include discipline, up to and including termination.

Non-Discrimination

The School is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in School operations. The School prohibits unlawful discrimination against any job applicant, employee, or unpaid intern by any employee of the School, 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, the School is not obligated to disclose the wages of other employees.

Anti-Retaliation

The School will not retaliate against you for filing a complaint or participating in any workplace investigation or complaint process. It will not tolerate or permit retaliation by management, employees, or co-workers.

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 and ensure equal employment opportunities for qualified individuals with disabilities, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would result in undue hardship.

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

The School 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, a School administrator, or a Human Resources Representative 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 prefer to make a complaint in person, please contact a Human Resources Representative. Please provide all known details of the incident or incidents,

including the names of individuals involved and any witnesses. It would be best to communicate your complaint in writing, but it is not mandatory.

Employees are expected 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 investigate and prosecute complaints of prohibited harassment, discrimination, and retaliation in employment. If you believe you have been harassed, discriminated against, or 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 and www.eeoc.gov.

Supervisors are expected to act immediately upon receiving a complaint or suspecting activity involving harassment, discrimination, retaliation, or other prohibited conduct, and to refer all such complaints or activities to a Human Resources Representative so that the School can attempt to resolve the complaint.

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

The School will maintain confidentiality to the extent possible. However, the School cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require disclosing information to individuals on a need-to-know basis.

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 the School 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. The School will take appropriate action to deter future misconduct.

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

Inclusion and Belonging at Menlo School

You are an important member of our community, and it is the people here who make this such a special place for students to learn and grow.

Menlo School is committed to fostering a diverse, equitable, and inclusive workplace where all employees feel valued and supported. From recruitment to compensation, promotions, and beyond, we prioritize equity in every aspect of our employment practices.

We recognize that our employees bring a wide range of backgrounds and identities to Menlo—and we believe those differences should be celebrated and valued. Whether related to race, religion, gender, national origin, ancestry, language, age, marital status, sexual orientation, gender identity or expression, disability, medical condition, genetic characteristics, veteran status, political affiliation, or any other attribute, these parts of who you are shape your experiences and perspectives. Together, they enrich our community and contribute to the knowledge, insight, and expertise that make you a vital part of the School.

Menlo School is committed to ensuring access, opportunity, and advancement for all employees. We continually seek ways to foster an inclusive work environment, strengthen cultural competency, and support our managers and employees in creating meaningful opportunities for growth and development.

We are committed to ensuring that all employees are treated with respect and dignity, regardless of background or identity. In turn, we expect all members of our community to extend the same respect to colleagues, supervisors, and others. Disrespectful or inappropriate behavior will not be tolerated and may result in disciplinary action, up to and including termination of employment.

If you feel you have been mistreated, harassed, discriminated, or retaliated against in violation of the School's *Harassment, Discrimination, and Retaliation Prevention* policy, please contact your supervisor or a Human Resources Representative.

Regulatory Employment Requirements

Immigration Law Compliance

To comply with federal immigration law, all employees are required to provide original documents proving their identity and legal eligibility to work in the United States and for Menlo School within three days of employment commencement. If an individual cannot verify their right to work in the United States and for Menlo School within three days of hire, the School may be required to terminate their employment.

Fingerprinting Background Checks

As mandated by California law for educational institutions such as ours, Menlo School requires all prospective employees to undergo a background review by the California Department of Justice and

the Federal Bureau of Investigation using the LIVESCAN fingerprint system (or its equivalent). Fingerprint background check clearance includes review of personal criminal history information, as permitted by law. Once an employee has undergone a LIVESCAN, the School will continue to receive updated criminal information, as well as information concerning any subsequent arrest and/or conviction, as permitted by law.

The staff of the on-campus licensed Child Care Center are also required to undergo a parallel LIVESCAN check clearance to meet the requirements of the California Department of Social Services, which also maintains and monitors fingerprint checks for persons at licensed childcare facilities.

If you are convicted of a crime while employed by Menlo School, you must notify the Head of School, Director of Human Resources, Director of the Upper School, or Director of the Middle School immediately, as the School will need to determine if the conviction would affect your ability to perform your duties or maintain the required clearance.

Tuberculosis Test or Risk Assessment

As required by California law and as a condition of employment, Menlo School requires employees to test “negative” on a tuberculosis test or show “no risk” on a TB Risk Assessment and Screening Form. The results of the test and/or form are confidential and are maintained in the Health Office or the Human Resources department.

Employees who have no identified risk factors or who test negative for tuberculosis infection are required to undergo a tuberculosis risk assessment. If risk factors are identified, an examination/test must be conducted at least once every four years. Once an employee has a documented positive test for tuberculosis infection, a referral will be made to the local healthcare officer to determine the need for follow-up care.

On-Campus Work Expectation

Menlo School is an in-person learning community, and the expectation is that employees perform their work on campus. In-person collaboration, direct student engagement, and active participation in the school community are central to the School’s mission and values. Remote work is not a standard practice and will be considered only in exceptional circumstances of a temporary and short-term nature. Personal preference or convenience is not an acceptable basis for a remote work request.

Requests must be made in advance, and approval of remote work is at the discretion of your supervisor and the School Administration, subject to the School’s needs. Approval, if granted, is limited to defined periods and in no way guarantees continuation of a remote work arrangement.

When working remotely, employees are expected to maintain the same level of performance, availability, and compliance with all school policies as they would when on campus.

Employees with specific medical restrictions should contact a Human Resources Representative in advance to discuss the need for an accommodation.

Force Majeure Policy

The School shall not be in default of its obligations under the policies contained in this Handbook, or otherwise, if and so long as it is prevented from performing such obligations by severe acts of weather or nature (including but not limited to fire, floods, earthquakes, and hurricanes), acts of God, war, governmental action, act of terrorism, pandemic, or epidemic. If such an event occurs, the School's duties and obligations will be suspended or adjusted until the School, in its sole discretion, determines that it is safe to restart operations in whole or in part.

The School reserves the right, during a force majeure event, to operate in whole or in part through an online learning process or by relocating in whole or in part to an off-campus facility. Employees are expected to "report" to work (in a designated fashion) on days the School decides to conduct business during a force majeure event.

Management and Administration

Open-Door Policy

Suggestions for improving the School are always welcome. In the same spirit, you are encouraged to bring any concern, issue, or complaint to the attention of any member of the administration at any time.

The School cannot guarantee that every problem will be resolved to your satisfaction. However, we value your observations, and you should feel free to raise issues of concern without fear of retaliation.

Personnel and Payroll Records and Employee Information

Personnel Records

You have a right to inspect or receive a copy of the personnel records that the School maintains relating to your performance or any grievance concerning you. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made. Any request to inspect or copy personnel records must be made in writing to the Human Resources department.

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

The personnel records may be made available to you at either the place where you work or 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 the School receives your written request to inspect or copy your personnel records (unless you/your representative and the School 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 may be charged the actual cost of copying.

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

Payroll Records

Under Labor Code Section 226, you have the right to inspect or receive a copy of your payroll records upon making a reasonable request.

You may submit a request to inspect or receive a copy of your payroll records, either orally or in writing, to the Payroll department.

The School will provide access to or copies of your records within 21 calendar days from the date of request. If you request copies of your documents, you may be charged for the actual cost of copying.

Other Records

Additionally, under Labor Code section 432, you have the right to a copy of any document you signed "relating to the obtaining or holding of employment." To the extent any such document exists outside your personnel file or payroll records, or is not covered by personnel file and payroll records requests made according to the procedures described above, the School will still provide you with a copy of the document upon your request.

You may submit a request for any document you signed related to obtaining or holding employment to the Human Resources department.

Employee Contact Information

Menlo School is required by law to keep current the names and personal addresses of all employees. You are responsible for notifying the School in the event of a name or address change.

Please keep us informed of any changes to your personal contact information, such as home address, home phone number, mobile phone number, and personal email address. Contact the Human Resources department to inform them of any changes to your personal contact information.

Verifications of Employment and External Requests for Employment Data

Disclosure of personnel information to outside sources, other than your designated representative, will be limited. All verifications of employment and requests for employment data must be directed to the Human Resources department. Without your express authorization, the Human Resources department will only verify whether you are an active employee or not, the dates of your employment, and your job title. Only with your written authorization will we provide pay or other information, if requested.

However, the School will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Employee Property

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

Employment of Relatives

Relatives of employees may be eligible for employment at Menlo School provided that no individuals are placed in direct supervisory relationships or job positions that present a conflict of interest. For this policy, "relatives" include spouses, registered domestic partners, children, siblings, parents, grandparents, aunts and uncles, cousins, in-laws, step-relatives, and romantic partners.

These same standards apply to engagements with contractors and vendors. Employees and their relatives may not be involved in the selection, supervision, or evaluation of contractors or vendors with whom they have a familial or romantic relationship, nor should they influence or attempt to influence decisions involving those contractors or vendors.

Current employees who become relatives or domestic partners while employed, or who develop romantic relationships with other employees, contractors or vendors, may generally continue in their roles as long as there is no direct supervisory relationship, conflict of interest, or potential for favoritism or abuse of authority.

To avoid conflicts of interest, accusations of favoritism or abuse of authority, and risks of sexual harassment, managers and supervisors must maintain clear professional boundaries and are prohibited from engaging in romantic relationships with anyone they supervise, including employees, contractors, or vendors.

Performance Evaluations

Each employee will receive periodic performance reviews conducted by their supervisor. The frequency of performance evaluations may vary depending on factors such as the length of service, job position, past performance, changes in job duties, or recurring performance issues.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. Performance evaluations are designed to inform you about your progress, areas of strength, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee salary increases, promotions, or continued employment. Salary increases and promotions are at the sole discretion of the School.

Job Vacancy Announcements

Job openings are typically posted on the Careers page of the School's website.

The School reserves the right to appoint a candidate to an open position without advertising for the job either internally or externally.

Workplace Privacy - Audio/Video Recordings

Due to the School's legal obligations and concerns regarding the potential for invasion of privacy, as well as sexual or other harassment, employees are prohibited from using any audio or video recording devices in areas where they would typically expect privacy, such as restrooms, locker rooms, and changing rooms.

The protection of confidential, sensitive, and proprietary information is essential to the School and its employees. To protect against the capture and disclosure of such information, you may not use any audio or video recordings in work areas that the School 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.

This applies to the following areas:

- Restrooms
- On-campus meeting rooms
- Computer server rooms
- Locker rooms, changing rooms, and lactation accommodation rooms
- Child Care Center
- Any area where employees have a reasonable expectation of privacy

Employees may also not record private conversations without the express consent of all parties involved.

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

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

The School may use video surveillance in public areas (excluding restrooms, locker rooms, and changing areas). The video surveillance will not include sound recording.

School Property

Information Systems

Menlo School provides a wide range of electronic devices, communication tools, and resources to employees to facilitate business operations and activities. The School has substantial business interests related to the use of its electronic devices, including, for example, workplace productivity and performance, the privacy of employees, students, and their families, as well as other third parties, and the protection of the School's confidential information.

Additionally, the School has significant legal obligations concerning the use of its electronic devices and communications, including data and record retention requirements, workplace safety, preventing workplace harassment, supporting the defense of litigation, and others. This policy governs the use of School computer systems and electronic information, ensuring compliance with the School's legal obligations under federal, state, and local laws, and facilitating a safe, efficient, and productive work environment.

For the purposes of this policy, the following definitions apply: "computers" are defined as School-owned desktop computers, laptops, handheld devices (including but not limited to iPhones, smartphones, iPads, and other electronic tablets and cell phones), computer software/hardware, and servers provided by the School.

The School also uses various forms of "electronic communication." "Electronic communication" includes, but is not limited to, email; text messages; telephones; cell phones and other handheld devices (such as mobile phones, smart phones, tablets or iPads); fax machines; use of Internet- and cloud-based platforms, programs and services such as Microsoft Teams, Slack, Asana, Dropbox, etc.; and use of social media platforms such as LinkedIn, Instagram, Facebook, X (Twitter), etc.

"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. Computers, electronic communications, and electronic information, as defined above, are part of Menlo School's information systems and are the property of the School. You should not use the School's information systems to create, transmit, or store anything that is personal or that you consider private.

The following general policies apply:

- Computers, electronic communications, and electronic information, as defined above, are part of the School's information systems and are the property of Menlo School. Electronic information or electronic communications made on or sent through one of the School's information systems are not private. The School reserves the right to access any such information or communication.
- Computers and all data transmitted through School servers are subject to review, inspection, and retention for the purpose of conducting School business and complying with the School's legal obligations under federal, state, and local law.

- School computers must be maintained in accordance with school 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 School property may be removed from the premises.
- All electronic communications are also subject to review, inspection, and retention for School business and compliance with federal, state, and local law. For example, email messages created, sent, and/or received through School-provided email accounts, computers, or servers may be monitored and retained for both business purposes and to comply with legal obligations.
- Electronic information created by an employee using any computer or electronic means of communication is also subject to review, inspection, and retention by the School to conduct its business and comply with legal obligations.
- Information stored in School computers and file servers, including, without limitation, employee lists, student and family lists, donor lists, vendor lists, research data, etc., is the property of the School and may not be distributed outside the School in any form whatsoever without the written permission of the Head of School.

Violation of any provision of this policy, whether intentional or not, will subject School employees to disciplinary action, up to and including termination.

Monitoring of School Hardware and Electronic Property

Menlo School reserves the right to inspect all School property to ensure compliance with its legal obligations under federal, state and local laws, including complying with health and safety obligations, data and record retention requirements, preventing workplace harassment, supporting defense of litigation, and others, as well as ensuring compliance with the School's own rules and regulations that facilitate its business operations. Inspection may occur without notice to the employee and at any time, not necessarily in the employee's presence. School computers and all electronic communications and electronic information are subject to monitoring, and no one should expect privacy regarding such use. The School reserves the right to access, review, and monitor electronic files, information, messages, text messages, email, Internet history, browser-based webmail systems, and other digital archives. The School also reserves the right to access, review, and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of School policy or any law occurs. The School may monitor email, and there is no expectation of privacy. Assume that email may be accessed, forwarded, read, or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used to secure devices and data from unauthorized access by other employees or third parties. However, the use of a password does not affect the School's ownership of the electronic information or its ability to access and monitor the information at any time.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Menlo School's administration.

Prohibited Use

All existing School policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with the misuse of School assets or resources. It is a violation of School 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 School policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential information such as trade secrets, other confidential information described in the School's Confidential Information policy, or information restricted from disclosure by law.

The display of any kind of sexually explicit multimedia content, message, or document on any School computer is a violation of the School's policy against sexual harassment. Employees should be aware that local criminal authorities aggressively investigate and prosecute individuals affiliated with schools, public or private, who are suspected of viewing or possessing child pornography—even in private and off school premises. Menlo reserves the right to monitor and record Internet, computer, network, and other School-provided systems to ensure compliance with these standards. Employees should not expect privacy when using these Menlo-owned resources. Anyone using Menlo's computer systems expressly consents to such monitoring.

This description of prohibited usage is not exhaustive, and it is within the School's discretion to determine whether a violation of this policy has occurred. Employees who engage in prohibited use will be subject to discipline and/or immediate termination.

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

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

Computer and Internet Use

Menlo School provides its employees with computers, electronic communication tools, electronic information resources, and information technology resources, including the Internet, to help them perform their jobs efficiently and productively. Generally, these School resources and property should be used only for business-related purposes; however, there are a few exceptions:

- To send and receive necessary and occasional personal communications;
- To use the telephone system, cell phones, or smartphones for brief and necessary personal calls or messages; and

- To access the Internet for brief personal searches and inquiries during meal times or other breaks, provided that employees adhere to all other usage policies.

This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to use School email systems to:

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

Any personal usage of School property must not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or computer systems, or tie up printers or other shared resources, or violate any School policy, including policies against harassment, discrimination, and disclosure of confidential or trade secret information. All policies relating to the monitoring of usage of School property apply.

Relative to Menlo School information systems, please also note the following additional guidelines:

- It is essential to respect the copyrights and license requirements of third-party software and digital information owners.
- It is equally essential to respect the rights of other Menlo School system users, including the rights they have to protect the privacy of personal information they have provided to the School.
- Programs that are destructive, disruptive, or unauthorized should not be introduced into School information systems.
- Equipment and software should not be modified without proper authorization.
- Passwords and other means of access control to our systems should be protected and respected at all times.

Please report any issues or concerns regarding information system use or security to the Director of Technology.

All policies relating to the monitoring of usage of School property apply. Menlo School reserves the right to adjust this policy on a case-by-case basis as it deems appropriate.

Social Media

Menlo School uses social media selectively and for defined business purposes. Social media refers to online platforms that facilitate interaction, such as Facebook, LinkedIn, Instagram, X, TikTok, and similar sites. If you're unsure whether a platform falls under this category, please consult the Director of Technology or the Director of Strategic Communications.

Social media can be utilized to support the School's goals, including branding, marketing, content sharing,

networking, and responding to inquiries. However, only authorized individuals are permitted to post on behalf of Menlo School using official accounts. These individuals must identify themselves clearly and comply with all School policies. Authorization for such use must come from the Head of School, the Director of Strategic Communications, or the Director of Technology.

Authorization is limited to School purposes only; personal or unauthorized use of the School's social media accounts or platforms is prohibited and can result in discipline up to and including termination. All policies relating to the monitoring of usage of School property apply.

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

When using social media and networking sites, as well as personal websites and blogs, employees should use discretion in posting images and information. Any posting may become public, even without the knowledge or consent of the person making the post. Postings that may affect the reputation of the School, other employees, students, or their family, or other members of the Menlo Community are particularly sensitive. The School strongly encourages employees to carefully review the privacy settings on any social media and networking sites they use.

If any employee becomes aware of a social network post containing false statements of fact about Menlo School or that could constitute a threat against or bullying of students, the employee should take a screenshot of the post and report this information to the Director of Strategic Communications immediately. Employees should not attempt to discipline or warn those who make such postings.

Nothing in the School's social media policy is intended, nor should it be interpreted, to in any way interfere with, restrain, or prevent employees from using social media to:

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

Employer Property

All Menlo School physical, digital, and electronic property must be maintained according to School rules and guidelines and used only for work-related purposes. The School reserves the right to inspect all School property, including computer or phone data or messages, to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Prior authorization must be obtained before any School property may be removed from the premises.

The School may periodically need to assign and/or change "passwords" and personal codes for email, voice mail, computers, and school-issued cell phones. These communication technologies, related storage media, and databases are to be used solely for School business and remain the property of the School.

The School reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system.

Messages on the School voice-mail and email systems are subject to the same School policies against discrimination and harassment as are any workplace communications. Offensive, harassing, or discriminatory content in such messages will not be tolerated.

For security reasons, employees should not leave personal belongings of value in the workplace. The School cannot take responsibility for loss or theft.

Terminated employees should remove any personal items upon leaving Menlo School. Personal items left in the workplace are subject to disposal if not claimed by the employee at the time of termination.

Intellectual Property

Menlo School supports and encourages employees, especially our teachers, to be leaders in their subject areas and to engage in professional development and scholarship activities that contribute to the pursuit of high standards of academic excellence, opportunities for student growth and engagement, and development of innovative programs that empower students to stretch themselves and think independently. This policy is intended to foster an environment that actively supports and encourages such growth and innovation.

While laws governing the ownership of intellectual property generally define works created for or in the course of employment as owned by the employer, it is the School's intention to permit faculty members broad latitude in using and developing this work product in personal and future endeavors, within the guidelines outlined below.

Questions of ownership or other matters related to this policy should be directed to the Director of Technology, who will consult with a committee of senior administrators and make a recommendation to the Head of School for approval.

The following principles govern works created by faculty members while employed by Menlo School:

- The School provides significant resources, training, and support to assist faculty in producing high-quality work, including technical and pedagogical resources, computing systems, facilities, personnel, and administrative support.
- Works created at the direction of the School, developed with significant use of School resources, or produced with compensation or release time provided by the School, shall be the sole property of the School.
- Course materials created for use in a School classroom, such as syllabi, lectures, exercises, project plans, curriculum guides, assignments, quizzes, exams, and instructors' notes, shall belong to the School.

- While the School maintains ownership of these materials, the faculty member is entitled to a non-exclusive, perpetual, royalty-free right to retain, use, develop, and modify such works for any purpose, including for profit, provided that such use does not conflict or compete directly with School programs and services.
- Faculty who exercise these rights should share with School administration any outside opportunities or activities that could present a conflict of interest, as well as any intellectual property they own that falls outside this policy.
- Faculty members shall avoid any financial gain from School families for teaching materials in which they have a stake, or otherwise prevent conflicts of interest in terms of time and costs to School families.
- School courses or lectures videotaped or recorded shall be owned by the School, and may not be further distributed, in whole or in part, outside of the School without the School's permission.
- Student works may not be incorporated into any works created for use or distribution outside of the School without the approval of the student, the student's family, and the administration.
- Works that a faculty member creates outside of the School with their own time and resources belong solely to the faculty member, provided that the development and delivery of such works is not part of their job responsibilities at the School.
- If a faculty member leaves the School, they may continue to use course materials they created for use at Menlo School at another non-profit academic institution.

Intellectual property rights associated with Menlo School's name, trademark, logos, and other indices of identity belong to Menlo School. In any works that are published or distributed outside of the School, employees may identify themselves as being employed by Menlo School, with their title and position. Still, any other use of the School's name, trademark, or logo in connection with such works requires the written consent of the administration.

Employees shall refrain from any activities that conflict with or compete with current, known, or anticipated School activities. An employee may not distribute or publish any work that violates this duty or poses a conflict of interest.

Confidential Information

Each employee is responsible for safeguarding the confidential information they obtain during their employment.

Employees are expected to preserve the confidentiality of personal or sensitive information they receive or learn about the School, our students, parents, donors, vendors, and fellow employees. In the course of your work, you may obtain or be given access to confidential information regarding the School, students, parents, donors, vendors, and other employees. You have a responsibility to prevent revealing or divulging any such information unless you are required to do so in the performance of your duties or as mandated by law. If you have a concern or a question about whether particular information is confidential or can be used in a specific way, you should consult with the Head of School.

Confidential information is often contained in paper files, computer files, and other storage facilities. Care

and vigilance are essential in preventing unauthorized access to these materials.

Certain private information regarding students and their families is often segregated and stored separately, either on-site or off-site. Examples include medical information and financial information. Access to such information is usually restricted. If, however, you learn of a situation where such controls have been ignored, breached, or rendered ineffective, please notify the Head of School immediately.

It is permissible to disclose specific personal information to other schools, to colleges and universities, or potential employers as directed by parents and students eighteen years of age or older. These disclosures are to be made only in conjunction with an application initiated by the student or, if solicited by a third party, after obtaining an explicit release from the parent or student.

Menlo School does not provide employee, student, and/or family mailing lists to anyone outside the Menlo community for purposes other than School business. All mailing and email mailing lists are created solely for regular School and Menlo School Parents Association (MSPA) communications and are administered by the School.

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

News Media Contacts

Only the Head of School and the Director of Strategic Communications or their designee(s) are authorized to respond to inquiries from the press or to speak to the media on behalf of the School regarding matters about the School, school activities, our current or former students, or any past or present member of the Menlo School community. If the media contacts you, you are advised to refer the caller to the Head of School or the Director of Strategic Communications, and to notify the Head of School and the Director of Strategic Communications as soon as possible.

Coaches are authorized to report scores to the media (and should also inform the Director of Sports Information) within 24 hours of an athletic event.

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

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

Guests and Visitors

Visits from friends and family should be kept to a minimum to maintain an appropriate work environment. The impression left with visitors to the School must be that of an institution with the highest standards of conduct.

All guests and visitors must check in at the reception desk in Stent Hall.

Emergencies in which employees' children must be on campus for an extended period are to be kept to an absolute minimum. In such cases, employees must obtain approval from their supervisor. The School may not be used as a substitute for regular child care of employees' children. On those occasions when children are present, they should not be allowed to disrupt others on campus. Your child is your responsibility and must be under your direct supervision at all times. If your child is ill, you must present a doctor's note to your immediate supervisor indicating the child is not contagious.

The School reserves its right in its sole discretion to deny any requests for guests and visitors for reasons including but not limited to, the requested guest or visitor has been disruptive in the past, there is a special event scheduled on the date(s) requested, or the work environment is not appropriate for the visitor or guest due to safety or other reasons.

Under no circumstances may employees' children provide work for the School, unless the child is hired as an employee in accordance with School policies and State regulations.

Parking

Employees are assigned to one of the employee parking areas on campus. Employees may park their vehicles in their assigned parking areas if space permits. If space is unavailable, employees must park in designated public areas near the School property. Employees may not use parking areas specifically designated for visitors, School vehicles, or any other reserved spaces.

The School is not responsible for any loss or damage to employee vehicles or contents while parked on School property.

Smoke-Free Workplace

Menlo School maintains a smoke-free campus to provide a safe and healthy environment. The smoking prohibition applies to all smoking devices, including, but not limited to, cigarettes, cigars, chewing tobacco, pipes, hookahs, e-cigarettes, vape pens, and the use of any other electronic smoking devices.

Employees Who Are Required to Drive a School Vehicle

Employees whose job duties require them to drive a School vehicle are required to show proof of a current, valid driving license and to maintain a good driving record as a condition of employment.

Under its *Eligibility to Drive a School Vehicle & Motor Vehicle Records (MVR) Policy*, the School has established guidelines for employees who operate School-owned, leased, or rented vehicles to ensure safety, compliance with legal requirements, and proper vehicle usage. The policy details the School's participation in a process and system to regularly check California State Department of Motor Vehicles (DMV) records of all employees who are required to drive as part of their job.

If an employee is required to drive as part of their job, the School retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is suspended or revoked, or who fails to meet the requirements listed under the *Eligibility to Drive a School Vehicle & Motor Vehicle Records (MVR) Policy*, a copy of which can be found in the "Resources for Faculty & Staff" section of the School website.

Solicitation and Distribution of Literature

Employees should not solicit or promote support for any cause or organization during their working hours or during the working hours of the employee or employees to whom such activity is directed. No employee shall distribute or circulate any written or printed material in work areas at any time, including during their working hours or the working hours of the employees to whom such activity is directed.

The Menlo Bulletin (menlobulletin@menloschool.org) is an opt-in email list for employees who wish to sell or give away items, are seeking items, or would like to share non-work-related news and events with colleagues. Employees must submit a request to helpdesk.menloschool.org to opt in to this email list.

Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on School property.

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

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

Wages and Compensation

Compensation Philosophy

Menlo School strives to maintain both wages and benefits at levels competitive with what is offered by other independent schools of similar size and character in the Bay Area.

An employee's salary is determined by several factors, including skills, education, experience, job level and responsibilities, part-time status, and the number of months worked per academic year. In addition to these factors, the School emphasizes the importance of pay equity and considers internal equity with other employees in similar roles to determine pay.

The School's Board of Trustees reviews the compensation program periodically and makes adjustments it deems appropriate. Menlo School does not guarantee annual pay adjustments.

Wage and Hour and Minimum Wage Compliance

Menlo School is committed to complying with all federal, state, and local laws regarding the payment of wages, meal and rest periods, and all other wage and hour requirements, including the California Labor Code and applicable Industrial Welfare Commission Wage Orders.

The School is also committed to observing all applicable minimum wage laws and regulations. We ensure that all employees receive at least the mandated minimum wage for their work, as defined by local, state, and federal governments. Under no circumstances will employees be paid less than the applicable minimum wage.

The School administration is responsible for staying informed about current wage requirements and making any necessary adjustments to maintain compliance.

This policy applies to all employees, regardless of position or employment status.

School supervisors and other individuals with payroll tasks are expected to comply with all applicable wage and hour policies and procedures. If a supervisor or other payroll employee deviates from or incorrectly applies a wage and hour policy, Menlo School will take corrective action, including correcting the underlying error, retraining personnel on applicable policies, and, if appropriate, taking disciplinary action.

Employee Classifications

Menlo School complies with federal, state, and local laws in the classification of employees

California and Federal Classifications

California state and federal labor laws distinguish between different types of employees based on their work arrangements. Exempt and non-exempt employees differ in terms of their work duties and pay structure. These differences determine whether an employee is subject to various state and federal labor laws, which include rules for overtime pay, meal breaks, and paid time off.

Non-exempt Employees

Non-exempt workers are entitled to certain protections under state and federal law. They are subject to overtime, minimum wage, and other wage and hour laws, including meal periods and rest periods.

Depending on the non-exempt employee's number of scheduled hours per week, Menlo School may pay them either as a salary (still subject to overtime) or by the hour.

Non-exempt employees are required to record their actual hours worked and attendance on a timecard or timesheet. Please see the *Timekeeping Requirements* section elsewhere in this Handbook.

Exempt Employees

Certain types of employees are **exempt from overtime pay**. Whether a job is exempt depends on several factors, including but not limited to work duties, discretion in performing duties, level of supervision, and compensation. Federal and state law set specific rules for determining when a job may be exempt from earning overtime. The Human Resources department conducts a detailed evaluation of job duties to determine the exempt status of a job. Exempt employees at Menlo School are paid in the form of a salary.

Full-time vs. Part-time Employees

The full-time or part-time status of an employee is independent of their federal and state classification as non-exempt or exempt.

Full-time Employees

Employees who are scheduled to work a 40-hour week (100% full-time equivalent, or FTE) are considered full-time. Full-time employees are eligible for most employee benefits described in this Handbook.

Part-time Employees

Employees who are scheduled to work fewer than 40 hours per week are considered part-time.

Employee benefits eligibility may be dependent on a part-time schedule. Most of the benefits provided by the School require that employees be assigned a work schedule of at least 60% of a full-time equivalent (FTE). Please refer to the *Benefits* section of this Handbook for details on eligibility for each benefit plan or program.

All employees, regardless of work schedule, are eligible to participate in those benefits required by law, such as sick leave and workers' compensation insurance.

Payment of Wages

Live paychecks are generally available at the Payroll office. If you observe an error on your wage statement or paycheck, please report it immediately to your supervisor. Wage statements are available electronically in your Paylocity portal.

Paydays are scheduled on the 15th and the last day of the month. If a regular payday falls on a weekend or holiday, you will be paid on the preceding business day.

Menlo School offers automatic payroll deposit. You may begin and stop automatic payroll deposits at any time.

- To initiate 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 starts.
- 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 we receive the form, provided it is received no later than 10 days before the end of the pay period.

Timekeeping Requirements

To both comply with its legal obligations to maintain accurate time records and ensure that employees are paid for all hours worked, Menlo School requires employees to accurately record their hours worked during each workday.

All non-exempt employees are required to use the Paylocity payroll system to record **all time worked** for payroll purposes. If you are a non-exempt employee, all time worked must be accurately and timely reported on your timecard.

- You must record your own time at the beginning and end of each work period. You must clock out for your meal period and record the start and end times.
- **You must record your actual start and stop times, not your scheduled time.**
- You will be required to certify that your time record is accurate and either verify that you have been relieved of all duty and have taken all of your meal periods and rest breaks during a particular pay period, or identify any meal periods or rest breaks that you have missed.
- Any errors on your timecard should be reported to your supervisor immediately. Any changes or corrections made to your time record must be reviewed and verified by a supervisor. If you need to complete a paper timecard, any handwritten marks or changes must be initialed by your supervisor.
- Filling out another employee's timecard (electronic or paper), allowing another employee to fill out your timecard (electronic or paper), or altering a timecard (electronic or paper) is not permissible. It is subject to disciplinary action up to and including termination of employment.
- Purposefully recording incorrect time on a timecard is considered falsification of records and is subject to disciplinary action up to and including termination of employment.

Timecards are due twice per month:

- Salary Non-Exempt employee time cards are due on the first business day following the last day of each month and the first business day following the 15th day of each month.
- Hourly non-exempt employee time cards are due on the business day following the 8th and the business day following the 23rd of each month.

Failure to submit timecards on time may result in disciplinary action up to and including termination of employment. Disciplinary action may not include withholding pay from an employee.

For assistance with Paylocity and/or timecards, please see the Payroll department.

Please also refer to the *Meal and Rest Periods* section elsewhere in this Handbook.

Off-the-Clock Work for Non-exempt Employees Not Permitted

You are not allowed to work "off the clock." This includes, for example, checking emails or messages before or after your shift, performing work in the morning before clocking in, running work errands after your shift ends, or performing any work-related task off the clock, even if small or seemingly trivial. Working off the clock violates School policy. **All work must be reported and recorded in your timecard.**

Any work performed before or after a regularly scheduled shift, including overtime, must be approved in advance by your supervisor.

If you perform any off-the-clock work without approval, you must report the work to your supervisor to be paid appropriately in accordance with state law. Failure to report off-the-clock work may result in disciplinary action.

You also must record your time whenever you leave campus for any reason other than Menlo School business.

Overtime for Non-exempt Employees

Non-exempt employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The School will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor. The School 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 24 hours later at midnight. Workweeks begin each Monday 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.

Exempt employees may be required to work hours beyond their regular schedules as needed to meet the demands of their work. No overtime compensation will be paid to exempt employees.

Meal and Rest Periods for Non-exempt Employees

Rest Breaks

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

Number of Rest Breaks

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

You will be relieved of all duty during your rest break periods. You are free to come and go as you please and 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 to six hours in length, you will be entitled to one 10-minute rest break. If you work more than six hours and up to 10 hours, you will be entitled to two 10-minute rest breaks. If you work more than 10 hours and up to 14 hours, you will be entitled to three 10-minute rest breaks.

For shifts in excess of 14 hours, you will continue to be entitled to additional paid 10-minute rest breaks for every four hours you work, or major fraction thereof.

Timing of Rest Breaks

You are authorized and permitted to take a rest break in the middle of each four-hour work period.

Your Supervisor will schedule your rest break.

Meal Period

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

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).

Your Supervisor will schedule your meal period.

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, during which you will be relieved of all duty, and there will be no control over your activities. Also, during your meal period, you are free to leave the premises and come and go as you please. You are expected to return to work promptly at the end of any meal period.

Timing of Second Meal Period

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

Your Supervisor will schedule your second meal period.

Recording Meal Periods

You must clock out for each meal period and record the start and end times.

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 notify the Human Resources department immediately.

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

Please also refer to the policy on *Timekeeping and Off-the-Clock Work for Non-exempt Employees* elsewhere in this Handbook.

Split Shift Pay

Menlo School pays eligible nonexempt employees a split shift premium as required by law under the following circumstances:

- The employee's work schedule contains a period of unpaid non-working time established by the School, that is:

- Longer than a meal period.
 - Within the same workday.
 - Not a meal or rest break.
 - To the company's benefit.
- The total wages earned do not exceed the applicable minimum wage for all hours worked plus one additional hour.

Employees are not eligible for split shift premium pay when they request that a shift be split for their own convenience.

Nonexempt employees whose work schedule contains a period of unpaid working time meeting the split shift criteria described above will be paid a split shift premium of one additional hour of pay at the applicable minimum wage for each workday they work a split shift if the total wages earned for the day do not exceed the applicable minimum wage for all hours worked plus one additional hour.

Split shift premium pay is not included in the calculation of the employee's regular rate for the purpose of calculating overtime.

Pay for Mandatory Meetings/Training for Non-exempt Employees

Menlo School will pay non-exempt employees for their attendance at meetings, lectures, and training programs under the following conditions:

- Attendance is mandatory.
- The meeting, course, or lecture is directly related to the employee's job.
- The employee required to attend such meetings, lectures, or training programs is notified of the necessity for such attendance by their supervisor; and
- Any hours in excess of eight in a day or 40 in a week are paid at the applicable overtime rate, which is the hourly rate in effect at the time the overtime work is performed.

Travel Time Pay for Non-exempt Employees

Non-exempt employees should record their travel time to and from off-campus mandatory events (minus the time of their usual commute from/to their home to/from the School campus) and will be compensated for said time.

Although travel from home to work and back is not compensable, most other travel time is considered work time for non-exempt employees. Non-exempt employees required to attend a training, conference, or event away from campus must be paid for their travel time to and from the event, minus the time of their usual commute (from/to home, to/from campus).

If air travel is required, a non-exempt employee should be paid (subtracting their usual commute time) from the time they leave their house until they reach their destination, or until they no longer perform work (e.g., they have checked into the hotel). If there are times during their trip when they are free to do as they choose – such as sightseeing – then the employee is not entitled to pay for that time.

Non-exempt employees must also take meal and rest breaks – even when traveling. Employees must keep an accurate record of their time when traveling to ensure overtime is calculated correctly. Travel time is counted as work time, and overtime pay rules apply. Refer to the *Overtime for Non-exempt Employees* section elsewhere in this Handbook.

Deductions for Exempt Employees

Employees paid on a "salary basis" regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. Exempt employees are not entitled to payment for any workweek in which they perform no work, except as permitted by Menlo School's benefits programs and policies.

No deductions from salary may be made for time when work is not available, provided the exempt employee is ready, willing, and able to work.

Deductions from pay **are permissible** when an exempt employee:

- Is absent from work for one or more full days for personal reasons other than sickness or disability;
- Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness, and the employee has exhausted their leave under this policy;
- Is absent for jury duty (and has exhausted pay under the Jury Duty leave policy) or military duty for a whole week and performs no work during the week; or
- Works less than a whole week during the initial or final week of employment.

If an employee is only working a portion of their regular workday due to illness, the employee may request to take a partial day deduction from any available accrued sick leave balance.

It is the School's policy to comply with these salary basis requirements. The School wants employees to be aware of this policy and know that the School does not allow deductions that violate federal or state law.

If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor or a Human Resources Representative. Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Expense Reimbursement

It is each employee's responsibility to incur only expenses that are reasonable and necessary to conduct School business. It is the responsibility of the individual responsible for approving the reimbursement to be familiar with the reason for the expenditure(s) and to be satisfied that they have been reported in a manner consistent with this policy.

Employees are eligible for reimbursement of expenses, approved in advance by their department manager, that are necessary and reasonable for school-related activities. The School reimburses employees for all required expenses and/or losses incurred in the course and scope of their employment. These include, but are not limited to, travel expenses, meals, lodging, classroom and program supplies, and other approved school-related costs. **Employees must obtain approval for reimbursement from their supervisor before incurring a work-related expense.**

All expenses must be supported by detailed receipts clearly showing the date, amount, merchant/vendor, and nature of the expense. Receipts must include a business purpose note detailing the reason for the expense. For meals, itemized receipts should be provided, and the names of all attendees must be noted. For lodging expenses, employees must submit an itemized bill or receipt that details all charges incurred during their stay, including dates, room charges, incidentals, and any additional fees.

Employees should submit an Employee Expense Report Form along with supporting documentation to their department manager for approval. The department manager will review the expenses and must sign their approval on the form. Approved forms, signed by the employee and department manager, along with receipts, should be submitted to the Accounts Payable department for processing.

If a receipt or other substantiating documentation is not available, the employee must submit a written explanation of why the documentation cannot be provided. Menlo School, in its sole discretion, will evaluate the explanation and determine whether the expense is eligible for reimbursement.

Employees are encouraged to submit expenses for reimbursement promptly after incurring the expense to ensure timely processing.

Certain expenses may not be eligible for reimbursement, including personal expenses and those incurred without proper documentation or authorization. Employees should consult with their department manager for clarification of allowable expenses.

Advances

Menlo School does not permit advances against paychecks. The School also does not pay in advance for unaccrued vacation and/or sick leave.

Benefits

Benefits Overview

Menlo School is committed to providing the following benefits for eligible employees. Benefit eligibility may depend on your employee classification (e.g., full-time versus part-time) and the length of continuous employment at the School. The plans themselves may also impose eligibility requirements for benefits.

Upon becoming eligible for specific employee benefit plans, you will receive Summary Plan Descriptions (SPD), which describe the benefits in greater detail. In some cases, you may be directed to a website where the SPDs reside. For information regarding employee benefits and to address any questions, please contact the Human Resources department.

If there are any discrepancies between the benefit information provided in this Handbook and the benefit plan documents, the language in the benefit plan documents shall prevail.

The School reserves the right to modify, amend, or terminate benefits and to modify or amend benefit eligibility requirements at any time, for any reason, subject to any applicable legal restrictions.

Modification of Employee Benefits

Menlo School is committed to offering a comprehensive benefits program that supports the well-being of our employees and their families. However, the School reserves the right to review, revise, amend, suspend, or terminate any benefit plan, program, or policy, in whole or in part, at any time, with or without prior notice, as permitted by applicable law.

Nothing in this handbook or any benefits materials provided to employees should be interpreted as a guarantee of permanent or unchanged benefits. While we strive to communicate any changes effectively and in a timely manner, changes may occur due to business needs, legislative updates, or budgetary constraints.

The official plan documents govern the most current details of any benefit plans. In the event of any inconsistency between this handbook and the plan documents or summary plan descriptions (SPDs), the terms of the official plan documents will prevail.

Benefits Eligibility

Unless otherwise noted in this Handbook under a specific policy or in a plan document, employees who are assigned a work schedule of at least 60% FTE are eligible for a comprehensive suite of benefits, which includes:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Flexible Spending Accounts

- Health Savings Account
- Life and Long-Term Disability Insurance
- Employee Assistance Program
- Tuition Remission
- On-Campus Child Care Center

Employees who are assigned a work schedule of at least a 50% FTE are eligible to participate in the following:

- Retirement Plan

Please see the *Employee Classifications* section elsewhere in this Handbook.

Changes in Eligibility due to Changes in Hours Worked

An employee's eligibility to participate in the School's benefit programs may be affected by a change in scheduled hours. Please consult with the Human Resources department to see if a schedule change may affect your eligibility for benefits.

COBRA

When your employment with the School ends or you otherwise lose your eligibility for Menlo School benefits, you may be able to continue your health, dental, and vision insurance coverage for a period of time under the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Generally, the duration of federal COBRA is 18 months, but it can be extended in certain limited circumstances. If you are eligible for COBRA, you pay the monthly premiums for coverage, plus a 2% administration cost.

If you exhaust coverage under federal COBRA, you may be eligible for an additional 18 months of medical coverage under Cal-COBRA, which has a higher administration cost and is coordinated directly with the insurance carrier.

Please see the Human Resources department for more information about COBRA and Cal-COBRA.

Vacation

Vacation – Non-exempt Employees

Eligibility

Non-exempt employees who work at least 60% of a full schedule are eligible to accrue vacation under this policy. Non-exempt employees who work at least a 60% schedule but less than full-time earn vacation on a prorated basis. Non-exempt employees who hold a temporary position or work less than a 60% schedule do

not accrue vacation time. **Non-exempt employees who are scheduled to work only 10 months of the year do not accrue vacation.**

Accrual Rates and Maximum Accrual Allowed

Vacation accrual rates are dependent on your years of active service. Active service begins on your first day of work and continues thereafter unless broken by an absence without pay, a leave of absence, or termination of employment.

- During the first four (4) years of service, non-exempt employees who work full-time accrue vacation incrementally at the rate of 5 hours each pay period, up to 120 hours of vacation per calendar year. Vacation can accrue up to a maximum of 240 hours for non-exempt employees with up to four (4) years of service.
- After the completion of the fourth (4th) year of service, the vacation accrual rate for a full-time non-exempt employee increases to 6.67 hours per pay period, up to 160 hours of vacation per calendar year. Vacation can accrue up to a maximum of 320 hours for non-exempt employees with more than four (4) years of service.

Vacation continues to accrue until an employee reaches their maximum allowed amount of accrued vacation time. Once the employee reaches their maximum permitted amount, the employee will not accrue additional vacation until their vacation balance drops below the applicable maximum allowed amount. Once an employee's accrued balance falls below the applicable maximum, their vacation accrual resumes.

Vacation does not accrue during an employee's leave of absence, unless otherwise required by law. Employees on leave of absence may be required (consistent with applicable law) to exhaust their vacation balance in connection with certain types of leave.

Negative vacation balances are not allowed at Menlo School.

Scheduling Vacation

Scheduling of vacation is at the discretion of Menlo School and is subject to departmental needs. Vacation schedules must be coordinated with and approved by your manager or supervisor in advance. Employees are required to request vacation reasonably in advance of the dates involved, so the School can provide adequate coverage of job responsibilities and meet staffing requirements. Every effort will be made to permit employees to take their vacations at the times they wish. However, the School's operating needs will take priority, and approval for vacation time requests is not guaranteed.

Vacation and Personal Unpaid Leave

Non-exempt employees are required to exhaust their vacation balance before taking a personal unpaid leave (not related to a legally protected leave).

Reporting Vacation Time Taken

Non-exempt employees must report all vacation time used by recording the vacation hours on their timecard.

Cashing Out Vacation

Vacation balances will be cashed out only in the following two cases:

- When your employment relationship with the School ends, you will be paid for any accrued unused vacation balance.
- Exempt employees are not eligible to accrue vacation (see below). If your job changes and you become an exempt employee, any accrued unused vacation balance will be cashed out at the time your new exempt job starts.

Paid sick leave **may not** be used as a substitute for vacation or personal time off.

Vacation – Exempt Employees (non-Faculty)

Exempt employees do not accrue vacation; instead, we expect them to take vacation time off as needed throughout the year. This policy is based on mutual trust between the School and its employees. The school encourages employees to take time off to rest and replenish, and it expects employees to fulfill their duties while not abusing this policy.

Vacation time needs to be considered within the context of your department's priorities, deadlines, and business goals. You must exercise reasonable discretion in determining the optimal time to take vacation, considering your job duties and responsibilities, as well as the needs of the School. Please keep in mind that employees are obliged to:

- Plan the dates and amount of time away from work based on the requirements of their position, with advance approval from their supervisor.
- Avoid abusing the policy by taking time off that negatively impacts their job and the School.
- Communicate and collaborate with their team to ensure everyone takes time off without disrupting operations.
- Plan to delegate, postpone, or otherwise manage projects and work that will be affected by their time off.
- **Make every effort possible to take their vacation during the summer, while School is not in session.**

Please be advised that the School's operational needs will take priority when considering vacation requests, and approval of vacation requests is not guaranteed. Scheduling of vacation is at the discretion of Menlo School and is subject to departmental needs. Supervisors must ensure the continued performance of their departments. They may reject a request for vacation for several reasons, including if other team members with similar or complementary duties have already requested leave during the same time, or if the time in question is too busy or includes an important deadline for the employee requesting leave.

Employees are required to request time off well in advance of the dates involved, so the School can provide adequate coverage of job responsibilities and meet staffing requirements.

Because exempt employees do not accrue vacation, they do not receive a vacation cash out at the time their employment with the School ends.

Paid sick leave **may not** be used as a substitute for vacation or personal time off.

For situations of bereavement, please see the *Bereavement Leave* policy in the *Leaves of Absence* section of this handbook.

Personal Time Off / Vacation - Exempt Faculty and 10 and 11-Month Employees

Because faculty and 10 and 11-month employees have time off during the summer break, they do not accrue vacation, personal days, or personal time off.

We recognize that there are personal circumstances, such as a family wedding, when an outside obligation conflicts with the School's schedule. In such cases, you are required to contact your supervisor to request personal time off reasonably in advance of the dates involved, so that your supervisor can consider the request and the School can arrange for adequate coverage of job responsibilities and meet staffing requirements. **Advanced approval of personal time off during the school year is at the discretion of your supervisor** and subject to the School's needs.

Paid sick leave **may not** be used as a substitute for vacation or personal time off.

For situations of bereavement, please see the *Bereavement Leave* policy in the *Leaves of Absence* section of this handbook.

Paid Sick Leave

California provides for mandatory paid sick leave under the Healthy Workplaces, Healthy Families Act (the "Act"). This paid sick leave policy is intended to comply with the requirements of the Act.

You cannot be discriminated or retaliated against for requesting or using accrued paid sick leave.

Qualifying Reasons for Use of Paid Sick Leave

Paid sick leave can be used for 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.
- For certain, specified purposes when the employee is a victim of, or has a family member who is a victim of, a qualifying act of violence.
- Serving on a jury as required by law.
- Appearing in court to comply with a subpoena or other court order as a witness in any judicial proceeding.

- For leave taken on or after January 1, 2026, when the employee is a victim or a family member of a victim, taking time off from work to attend judicial proceedings related to that crime, or any proceeding where a right of that person is an issue.
- In accordance with California Code of Regulations, Title 2, section 11092, Menlo School allows an employee to use accrued paid sick leave for baby-bonding if the employee requests it.

For purposes of paid sick leave, 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.
- A "designated person." A designated person is any individual you identify at the time you request paid sick leave. You are limited to one designated person per 12-month period for purposes of paid sick leave.

Paid sick leave **may not** be used as a substitute for vacation or personal time off.

Eligible Employees

All School employees are eligible to accrue paid sick leave.

Accrual of Paid Sick Leave

Your full-time or part-time status will determine the total amount of paid sick leave you may accrue per year, but in no event shall any employee accrue less than 1 hour of sick leave for every 30 hours worked.

If your assigned work schedule (see below) changes, so will your rate of paid sick leave accrual.

Paid sick leave does not accrue while an employee is on a leave of absence, regardless of whether the leave is paid or unpaid.

Employees who are assigned to a 100% FTE work schedule:

A full-time (100% FTE) employee accrues no more than 4 hours of paid sick leave per pay period in the months they are scheduled to work per their employment status.

Examples:

- A full-time (100% FTE) 12-month employee will accrue no more than 4 hours of paid sick leave per pay period for a total of 24 pay periods, totaling 96 paid sick leave hours in a 12-month period.
- A full-time (100% FTE) 10-month employee will accrue no more than 4 hours of paid sick leave per pay period, for a total of 20 pay periods, totaling 80 paid sick leave hours in a 12-month period, regardless of their pay schedule.

Accrued paid sick leave for employees in this category will carry over from year to year, but only up to a maximum cap of 960 hours. After you have reached this maximum amount, no additional paid sick leave will be earned until some or all of your accrued paid sick leave is used.

Employees who are assigned a work schedule of 60% FTE or more, but less than a 100% FTE work schedule:

An employee who is assigned a work schedule of at least 60% FTE but less than full-time (100% FTE) earns paid sick leave on a pro-rated basis, according to their assigned work schedule. But in no event shall any employee accrue less than 1 hour of sick leave for every 30 hours worked.

Accrued paid sick leave for employees in this category will carry over from year to year, but only up to a maximum cap of 960 hours. After you have reached this maximum amount, no additional paid sick leave will be earned until some or all of your accrued paid sick leave is used.

Employees who work less than a 60% FTE schedule and variable-hour employees (who work less than 60%):

Employees in this category accrue 1 hour of sick pay for every 30 hours worked.

Accrued paid sick leave for employees in this category will carry over from year to year, but only up to a maximum cap of 80 hours.

Use of Paid Sick Leave and Other Considerations

- 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, give notice to your supervisor as soon as practical.
- In addition to notifying their supervisor, a non-exempt employee must record the use of paid sick leave in their Paylocity timecard.
- Paid sick leave can be used in 15-minute increments.
- If an employee is absent for a full day, their paid sick leave balance will be deducted by the total number of hours in their assigned FTE schedule. For example, a full-time, 100% FTE teacher who takes a full day off due to a qualifying reason will have their paid sick leave balance reduced by 8 hours, regardless of the number of classes or meetings they had scheduled on that day.
- Your available paid sick leave balance is noted on your pay stub and also on your Paylocity portal.
- Use of paid sick time may run concurrently with other leaves under local, state, or federal law. For more information about the use of paid sick leave during a leave of absence, please see the Human Resources department.

- The School does not pay employees for unused paid sick leave at the time of termination of employment, nor does it allow cash-outs of unused paid sick leave during employment.
- Employees who are rehired within one year of separation from employment may be eligible for reinstatement of previously accrued and unused paid sick time.

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 considered time worked and will not be paid accordingly. If you have accrued and unused paid sick leave, you may choose to use it to receive pay for these absences.

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

Income Replacement During Leave

There are several ways to keep some or all of your regular income when you go on a qualified leave.

Use of Paid Sick Leave and/or Vacation

Depending on the type of leave, and as allowed by regulations, you may be required to exhaust accrued paid sick leave available to you and/or accrued vacation before going unpaid.

For details on sick leave pay accrual and the qualifying reasons for using paid sick leave, please refer to the *Paid Sick Leave* section elsewhere in this Handbook. For details on vacation accrual, please refer to the *Vacation* section elsewhere in this Handbook.

Parental Leave Pay

Employees who are assigned to work at least a 60% schedule are eligible to receive up to 2 weeks (10 work days) of paid time off to be taken within the first year from the date of birth or adoption of a child.

The total number of parental leave hours will be prorated based on the employee's assigned FTE work schedule at the time of the leave.

Parental leave pay does not extend any other leave for which the employee may be eligible due to the birth or adoption of a child. The time of parental leave pay runs concurrently with FMLA/CFRA, provided the employee is eligible for FMLA/CFRA.

Parental leave pay as described above is only applied once in the event of multiple births or in the case of more than one child adopted at the same time.

California State Wage Replacement Benefits

Employees who reside in California may be eligible to receive wage replacement benefits from the state. These benefits are coordinated by California's Employment Development Department (EDD).

State Disability Insurance (SDI)

The SDI program is a state-mandated, partial wage replacement insurance plan for California employees. SDI provides short-term, financial benefits to eligible employees who suffer a loss of wages when unable to work due to a non-work-related illness or injury or when medically disabled due to pregnancy or childbirth. SDI is not a leave of absence.

The EDD pays SDI benefits to the employee on a weekly basis, based on a seven-day workweek (regardless of the number of days an employee works typically per week). The weekly SDI benefit amount is approximately 60 to 70 percent of the wages the employee earned in the highest quarter of the base period, depending on the employee's income, and subject to a maximum weekly benefit amount.

There is a seven-day waiting period before disability benefits begin, which may be waived for individuals who have already served the waiting period for an initial disability and then file a second disability benefits claim for the same or a related condition within 60 days after the initial claim.

The maximum benefit amount is 52 times the weekly benefit amount or the total wages earned in the base period, whichever is less.

For more information, visit the EDD website at <https://edd.ca.gov/en>.

Paid Family Leave (PFL)

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 United States Armed Forces.

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.

For more information, visit the EDD website at <https://edd.ca.gov/en>.

Coordination of Pay with California State Wage Replacement Benefits

Upon employee request, Menlo School coordinates pay of available school-provided paid leave benefits (such as sick leave, vacation, and paid parental leave) with California state wage replacement benefits (SDI, PFL) so that the total amount paid to the employee during an approved, qualified leave does not exceed 100% of the employee's weekly wages.

Unpaid Leave

If you don't have School-provided leave accruals or don't wish to apply for California state wage replacement benefits, you have the option to take leave without pay. If you choose this option, you will be placed on unpaid leave.

Holidays

Full-time employees and part-time employees who work at least a 60% schedule are paid for observed School holidays at their regular rate of pay. Holiday pay is based on an employee's FTE schedule.

To be eligible for a paid holiday, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately before and immediately after the holiday, unless an absence on either day is approved in advance by your supervisor or the absence is otherwise protected by law.

The School's holiday calendar is published annually before the start of the academic year. While the number of holidays and the observed holidays may change from year to year, subject to the academic calendar, the School usually observes the following holidays:

- Independence Day
- Labor Day
- Day before Thanksgiving
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day
- Martin Luther King Jr. Day,
- President's Day
- Memorial Day
- Juneteenth Day

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, the School may grant another day off in place of closing. Holiday observance is announced in advance with the annual publication of the list of observed holidays.

Holiday Pay for Non-exempt Employees

Eligible non-exempt employees who work on a scheduled holiday receive pay for the time worked in addition to holiday pay. Holidays that are paid but not worked do not count for overtime purposes.

Holiday Pay for Exempt Employees

Eligible exempt employees receive regular pay for a scheduled holiday. They do not receive additional compensation for working on a holiday.

Holiday Pay for Part-Time Employees

Employees who work at least a 60% schedule but less than full-time receive prorated holiday pay based on their part-time schedule.

School Breaks

Official school breaks are defined as times during the school year when school is not in session and an official break is scheduled on the Menlo School Calendar.

Subject to specific job structure (for example, a 10-month employee), department's needs and business demands, employees may not be required to work during the entirety of all school breaks.

Scheduling work and paid time off during school breaks should be done in coordination with and with the approval of your supervisor and within specific department guidelines. The ability to take time off during school breaks varies by job function and department, and there is no guarantee that an employee can or will be afforded time off of any duration during any particular break.

Faculty are responsible for class preparation as well as reviewing and grading student work, which, in the normal course of events, may take place during School breaks.

Except as noted in an offer letter or annual agreement, the ability of an employee to take time off during officially scheduled school breaks is not guaranteed, does not carry over from year to year, does not result in an accrued benefit and therefore cannot be cashed out, and does not result in additional compensation when time off is not available. An employee is required to work during the break.

Non-exempt employees scheduled to work during a break who call in sick must use accrued sick leave.

Employees who are scheduled to work less than a 60% schedule are not eligible to receive pay for time off due to a school break.

School break days are different from holidays. Please refer to the *Holidays* section elsewhere in this Handbook.

Workers' Compensation

Menlo School, in accordance with state law, provides insurance coverage for its employees in the event of a work-related injury or illness. 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.

Supervisors are required to report their employees' work-related injuries and illnesses to the Human Resources department as soon as possible after the occurrence or immediately. Supervisors are required to complete a full report of the occurrence.

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 through the School-designated occupational medical provider network. The Human Resources department will provide you with a referral form and the contact information for the designated occupational medical provider network.
- Complete a written *Employee's Claim for Workers' Compensation Benefits* (DWC Form 1) and return it to the Human Resources department.
- Provide the School with a certification from the occupational healthcare 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 can 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, the School'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 Menlo School to notify the workers' compensation insurance of any concerns of false or fraudulent claims.

COVID-19

COVID-19 may be a work-related illness/injury. If you test positive for COVID-19 and believe that you contracted it at work, please notify a School Nurse immediately.

School-Designated Occupational Medical Provider Network

Menlo School offers medical treatment for work-related illnesses or injuries through a designated medical provider network. The School has chosen this network to provide medical care to ill or injured employees due to its experience in treating occupational illnesses and injuries. See the Human Resources department for information regarding the School-designated medical provider network.

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.

Health and Welfare Benefit Plans During Workers' Compensation

If on Workers' Compensation 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 as long as the absence qualifies as FMLA/CFRA leave. For more information, please see the sections *Health and Benefits Plans During FMLA Leave* and *Health and Benefits Plans During CFRA Leave* elsewhere in this Handbook.

External Employee Education

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of the School or the individual employees. Attendance at such activities, whether required by the School or requested by individual employees, requires the approval of the department's Senior Administrator. To obtain approval, any employee wishing to attend an activity must submit a request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance.

If approved, attendance at any such event is subject to the following policies on reimbursement and compensation. For attendance at events required or authorized by the School, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with the department's Senior Administrator in advance.

Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of regular working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While the School generally encourages all employees to improve their knowledge, job skills, and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior approval is obtained as described previously.

Tuition Reimbursement for Faculty

Menlo School is committed to promoting the ongoing professional development and learning of its faculty. To support this commitment, we offer financial assistance to eligible faculty members pursuing graduate degrees that directly enhance their knowledge and skills as educators. Faculty members interested in tuition reimbursement for pursuing a graduate degree should contact the Dean of Teaching and Learning.

Tuition Remission

Menlo School grants up to 50% tuition remission benefit, per child, to children of eligible employees for their full-time enrollment in Menlo School's 6-12 program.

Definition of Eligible Child

For purposes of this benefit, an eligible child is any of the following:

- Biological child
- Adopted child
- Stepchild (the child of the employee's current spouse or legal domestic partner)
- Legal guard (the employee is the legal guardian of the child)
- A child claimed by the employee (or their spouse if filing jointly) as a dependent for tax purposes*

*According to the Internal Revenue Service code, tuition remission for a nondependent child is considered a taxable benefit. If you have any questions about whether a child qualifies as an IRS dependent, please consult with your personal tax advisor.

Employee Eligibility

To be eligible for the tuition remission benefit, the employee must meet all the following criteria:

- The employee must be at least a 0.6 FTE employee of Menlo School.
- The employee's child must be enrolled as a student in Menlo School's 6-12 program.
- The employee must be an active employee (as at least a 0.6 FTE) with Menlo School throughout any period of the child's enrollment in the 6-12 program for the employee to receive the tuition remission benefit for that period.

Part-time employees who are at least 0.6 FTE will be eligible for a pro rata share of tuition remission reflecting their part-time status (for example, a 0.8 FTE employee would receive 40% tuition remission). If their part-time status changes (to at least 0.6 FTE) during the child's period of enrollment, the remaining tuition amount for the period will be prorated accordingly.

Even if two parents or guardians work at Menlo School, a child will only be eligible for up to 50% remission.

To access this benefit, please see the Admissions office to request an application form.

Leaves of Absence

Designation of Legally Protected Leave

Menlo School is committed to upholding all federal and state leave laws, including the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL). When an employee's absence is for a reason that may qualify under one of these laws, the School has the responsibility to designate that time off as protected leave, even if the employee does not explicitly request it. Once we are aware of a qualifying reason for leave, we will designate the absence accordingly and provide you with a written notice outlining your rights and obligations. Neither you nor the School can decline this legal protection for a qualified leave. You will still need to follow standard reporting procedures and provide sufficient information for us to determine if your absence qualifies.

Employee Responsibility to Communicate About Leave Status

Employees are required to stay in regular contact with the School regarding all matters related to their leave. Employees must promptly notify the School about changes in their leave status, expected date of return, and anything else that may affect their leave or ability to return to work. This communication should occur on a timely basis, in advance or as soon as possible when circumstances change. Failure to provide timely updates regarding leave status may result in delays in leave processing and could affect leave approval.

Leave Under the Family Medical Leave Act (FMLA)

The federal Family and Medical Leave Act (FMLA) provides up to 12 workweeks of **unpaid** family/medical leave within a 12-month period, under the following conditions:

- You have been employed with the School for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply);
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- You are employed at a worksite where there are 50 or more employees within a 75-mile radius.

Leave may be taken for one or more of the following reasons:

- Your serious health condition that makes you unable to perform your job;
- To care for your family member who has a serious health condition. For purposes of FMLA leave, a "family member" includes your:
 - Spouse.
 - Parent.

- Child under the age of 18, or child over the age of 18 and incapable of self-care due to mental or physical disability at the time FMLA leave is to begin.
- The birth of your child, or placement of a child with you for adoption or foster care;
- Because of a qualifying exigency related to covered active duty or a call to covered active duty of your spouse, child, or parent in the Armed Forces of the United States, or to care for a covered servicemember. (See *Military Family Leave Entitlements* below.)
- Incapacity due to pregnancy, prenatal medical care, or childbirth

Depending on your reason for leave, you may also be eligible for California Family Rights Act (CFRA) leave, in which case both your FMLA leave and CFRA leave will run concurrently. (See the *CFRA Leave* policy for additional information and CFRA leave eligibility.)

For additional information about eligibility for FMLA and how it may interact with CFRA leave, contact a Human Resources Representative.

FMLA & Military Family Leave Entitlements

- Eligible employees whose spouse, son, daughter, or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement for certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- Eligible employees may also take a special leave entitlement of up to 26 weeks of leave during a single 12-month period to care for a covered servicemember. A covered servicemember is either:
 - A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or
 - A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are different from the FMLA definition of "serious health condition."

FMLA & Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of family and medical leave or qualifying exigency leaves may be taken under FMLA, the School uses a rolling 12-month period.

Under most circumstances, leave under federal and state law will run at the same time, and an eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

For leave to care for a covered servicemember, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered servicemember is for a maximum of 26 workweeks during a 12-month period.

FMLA & Pregnancy, Childbirth or Related Conditions and Baby Bonding

Time off because of pregnancy disability, childbirth, or related medical condition counts as FMLA leave, but not for CFRA leave. Employees who take time off for pregnancy disability and who are eligible for FMLA will be placed on FMLA that runs at the same time as their pregnancy disability leave (PDL).

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.

Under the FMLA, leave taken for the birth, adoption, or foster care placement of a child must be taken as a continuous block of leave unless the School grants intermittent leave. If, however, your baby bonding leave is under both FMLA and CFRA (running concurrently), such leave 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, the School will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The School may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken (under either FMLA or CFRA) must be concluded within one year of the birth or placement of the child with the employee.

FMLA Leave Procedures

The following procedures shall apply to FMLA leave:

- Please contact a Human Resources Representative 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 the School at least 30 days before leave is to begin. You must formally consult with your supervisor regarding the scheduling of any planned medical treatment or supervision to minimize disruption to the operations of the School. Any such scheduling is subject to the approval of your healthcare provider or the healthcare provider of your child, parent, or spouse.
- If you cannot provide 30 days' notice, the School must be informed as soon as is practical.
- If the FMLA request is made because of your own serious health condition, the School may require, at its expense, a second opinion from a healthcare provider that the School chooses. The healthcare provider designated to give a second opinion will not be one who is employed on a regular basis by the School.
- If the second opinion differs from the first opinion, the School may require you, at the School's expense, to obtain the opinion of a third healthcare provider designated or approved jointly by you and Menlo. The opinion of the third healthcare provider shall be considered final and binding on you and the School.

FMLA & Healthcare Provider Certification

The School requires you to provide certification from the healthcare provider. You will have 15 calendar days from the School's request for certification to provide it to the School, unless it is not practical to do so. The School may require recertification from the healthcare 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, the School may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered FMLA leave.

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

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

Under the FMLA, when both parents are employed by the School, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the School will not grant more than a total of 12 workweeks of FMLA leave for this reason. However, if baby bonding leave is under both FMLA and CFRA (running concurrently), each parent employed by the School is entitled to 12 workweeks of leave for this reason.

If your serious health condition is the reason for leave, you must provide a certification from the healthcare 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, the School will also require a medical release to return to work from or certification from your healthcare provider that you are able to resume work.

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

FMLA & 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. A leave taken due to the need to care for a servicemember must be supported by a certification by the servicemember's healthcare provider or other certification allowed by law. Special certification requirements apply to leaves related to military service.

Health and Welfare Benefit Plans During FMLA Leave

If you are taking FMLA 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, or 26 workweeks if the leave is to care for a covered servicemember and, in the case of medical insurance for the period allowed by the medical insurance plan, at the level and under the conditions of coverage as if you had continued in employment for the duration of such leave. The School 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, the School may recover premiums paid to maintain health coverage if you fail to return to work following FMLA leave.

Employees on pregnancy disability leave will be allowed to continue participating 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 they 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.

Pay During FMLA Leave

Generally, FMLA leave is unpaid. The School may require, or you may choose, to use accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with and be eligible for the School's normal paid leave policies.

For more information on those specific circumstances requiring or allowing the substitution of paid leave, please visit the section on *Income Replacement During Leave* elsewhere in this Handbook or contact a Human Resources Representative.

Receiving pay during FMLA leave does not extend the total amount of FMLA leave that may be taken.

Reinstatement After FMLA Leave

Under most circumstances, upon return from FMLA 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 FMLA 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 FMLA leave will not result in the loss of any employment benefit that the employee earned before using FMLA leave.

Reinstatement after FMLA leave may be denied to certain salaried "key" employees under the following conditions (however, this exception will not apply if the FMLA leave runs concurrently with CFRA leave):

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the worksite at which the employee worked at the time of the leave request.

- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the School's operations.
- The employee is notified of the School's intent to refuse reinstatement at the time the School determines the refusal is necessary; and
- If leave has already begun, the School gives the employee a reasonable opportunity to return to work following the notice described previously.

FMLA and Time Off Benefits Accrual

Please contact a Human Resources Representative with any questions regarding accrual of other school-provided paid leave benefits (such as vacation or sick leave) during unpaid FMLA leave.

No FMLA Leave Carryover Permitted

Leave granted under any of the reasons provided by FMLA and/or CFRA will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement (26-workweek entitlement if leave is to care for a servicemember) in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

FMLA & Intermittent Leave

You may take FMLA 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 healthcare provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one hour.

See also the discussion of *Pregnancy, Childbirth or Related Conditions and Baby Bonding* above.

Leave Under the California Family Rights Act (CFRA)

The California Family Rights Act (CFRA) provides up to 12 workweeks of **unpaid** family/medical leave within a 12-month period, under the following conditions:

- You have been employed with the School for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply); and
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave.

Leave may be taken for one or more of the following reasons:

- Your serious health condition that makes you unable to perform your job;
- To care for your family member who has a serious health condition. For purposes of CFRA leave, a "family member" includes your:
 - Spouse;

- Parent;
 - Child of any age;
 - Registered domestic partner;
 - Grandparent;
 - Grandchild;
 - Sibling;
 - Parent-in-law;
 - "Designated person." This is someone else with a blood or family-like relationship with you. You may identify this individual at the time you request leave. You are limited to one designated person per 12-month period for purposes of CFRA leave.
- The birth of your child, or placement of a child with you for adoption or foster care;
 - Because of a qualifying exigency related to covered active duty or a call to covered active duty of your spouse, registered domestic partner, child, or parent in the Armed Forces of the United States. (See *Qualifying Exigencies Related to Active Duty* below.)

Please note that incapacity due to pregnancy, prenatal medical care, or childbirth is not an eligible reason for CFRA leave. However, if you are eligible for leave under the Family Medical Leave Act (FMLA), then such leave will run concurrently with FMLA. (See the *Pregnancy Disability Leave* and the *FMLA Leave* policies elsewhere in this Handbook for additional information.)

If you are also eligible for leave under the FMLA, and depending on your reason for CFRA leave, FMLA may run concurrently with your CFRA leave. (See the *FMLA Leave* policy for additional information regarding FMLA leave eligibility.)

For additional information about eligibility for CFRA leave and how it may interact with FMLA leave, please contact a Human Resources Representative.

CFRA & Qualifying Exigencies Related to Active Duty

- Eligible employees whose spouse, domestic partner, child, or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement for certain qualifying exigencies. Qualifying exigencies may include, but are not necessarily limited to, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

CFRA & Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of CFRA leave may be taken, Menlo School uses a rolling 12-month period.

CFRA & 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.)

If an employee is eligible for FMLA leave, then PDL will run concurrently with FMLA. (See *the FMLA Leave* policy for additional information.)

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 increments of at least two weeks. However, the School will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The School 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

The following procedures shall apply to CFRA leave:

- Please contact a Human Resources Representative 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 the School at least 30 days before leave is to begin. You must formally consult with your supervisor regarding the scheduling of any planned medical treatment or supervision to minimize disruptions to the School's operations. Any such scheduling is subject to the approval of your healthcare provider or the healthcare provider of your family member.
- If you cannot provide 30 days' notice, the School must be informed as soon as is practical.
- If the CFRA request is made due to your own serious health condition, the School may require, at its expense, a second opinion from a healthcare provider of its choice. The healthcare provider designated to give a second opinion will not be one who is employed on a regular basis by the School.
- If the second opinion differs from the first opinion, the School may require you, at the School's expense, to obtain the opinion of a third healthcare provider designated or approved jointly by you and the School. The opinion of the third healthcare provider shall be considered final and binding on you and the School.

CFRA & Healthcare Provider Certification

Menlo School requires you to provide certification. You will have 15 calendar days from the School's request for certification to provide it to the School, unless it is not practical to do so. The School may require recertification from the healthcare 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, the School 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 healthcare provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the healthcare 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 healthcare 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, the School will also require a medical release to return to work form or certification from your healthcare provider that you are able to resume work.

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

CFRA & 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 Welfare Benefit Plans During CFRA Leave

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, and in the case of medical insurance for the period allowed by the medical insurance plan, at the level and under the conditions of coverage as if you had continued in employment for the duration of such leave.

The School 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, the School 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 participating 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 they 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.

Pay During CFRA Leave

Generally, CFRA leave is unpaid. The School 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 the School's normal paid leave policies.

For more information on those specific circumstances requiring or allowing the substitution of paid leave, please visit the section on *Income Replacement During Leave* elsewhere in this Handbook or contact a Human Resources Representative.

Receiving pay during CFRA leave does not extend the total amount of CFRA leave that may be taken.

Reinstatement After CFRA Leave

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 an 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.)

CFRA & Time Off Benefits Accrual

Please contact a Human Resources Representative with any questions regarding the accrual of other school-provided paid leave benefits (such as vacation or sick leave) during unpaid CFRA leave.

No CFRA Leave Carryover Permitted

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.

CFRA & 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 healthcare provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one hour.

See also the discussion of *Pregnancy, Childbirth or Related Conditions and Baby Bonding* above.

Pregnancy Disability Leave

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 contact the Human Resources department as early as possible. Please make an appointment with the Human Resources department 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 unpaid 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 include any period of time for actual disability resulting from your pregnancy, childbirth, or a related medical condition. This includes leave for severe morning sickness, prenatal care, doctor-ordered bed rest, and other reasons. Your healthcare provider determines how much time you need for your disability.
- The School will also reasonably accommodate medical needs and known limitations related to pregnancy, childbirth, or related conditions. To discuss the need for an accommodation, please contact the Human Resources department. The School will engage in an interactive process with you to identify potential reasonable accommodations, if any, that will help you perform the job; or if medically necessary due to your pregnancy, will temporarily transfer you to a less strenuous or hazardous position (where available) or assign less strenuous or hazardous duties.
- If you need to take PDL, you must inform the School when the 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. Please contact the Human Resources department regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the School. Any such scheduling is subject to the approval of your healthcare provider.
- For unforeseen emergencies or events, you must notify the School, at least verbally, as soon as possible after you learn of the need for 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 healthcare provider. You must provide the School with a written certification from a healthcare provider stating the need for PDL, reasonable accommodation, or transfer, except as noted below. The certification must be returned within 15 calendar days after the School requests it. Failure to do so may, in some circumstances, delay PDL, reasonable accommodation, or transfer. Please visit the Human Resources department to obtain a medical certification form to submit to your healthcare provider.
- Return from PDL will be allowed only when your healthcare provider sends a release.
- You are allowed to use accrued sick leave, vacation, or personal time (if otherwise eligible to take the time) during PDL. Receiving pay during PDL leave does not extend the total amount of PDL leave that may be taken.
- PDL does not need to be taken in one continuous period 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 be required, in some instances, 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 healthcare 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 PDL 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), and in the case of medical insurance for the period allowed by the medical insurance plan, at the level and under the conditions that coverage would have been provided if you had continued in employment continuously for the leave's duration. In some instances, the School 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 Human Resources department for more information.

The School will not retaliate against you for requesting PDL, reasonable accommodation, or transfer under this policy, and will not knowingly tolerate or permit retaliation by management, employees, or coworkers.

Extended Medical Leave

On occasion, an employee may require a medical leave of absence that exceeds the limits under any state or federal mandatory leave law. Additionally, there may be circumstances when an employee requires a medical leave permitted under disability laws and in accordance with this policy.

In these situations, an extended medical leave of absence may be granted for medical disabilities (excluding pregnancy, childbirth, and related medical conditions) upon receipt of a doctor's written certification of disability. Extended disability leaves will also be considered on a case-by-case basis, consistent with the School'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 can return to work. You must provide the School with a certificate from your doctor showing the date you became or will become disabled, as well as the estimated date you will be able to return to work. When returning from a medical disability leave, you may be required to present a doctor's certificate declaring your 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. The School makes no guarantees of reinstatement, and your return will depend on your qualifications for existing openings. The School 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 who needs reasonable accommodations due to medical necessity should contact a Human Resources Representative and discuss the need for an accommodation.

Organ and Bone Marrow Donor Leave

Employees who are donors for an organ or bone marrow may take time off as follows:

- You must have been employed for at least 90 days immediately preceding the start of your leave.
- You may take up to 30 business days of paid leave, and up to an additional 30 business days of unpaid leave in any one-year period for the purpose of donating an organ to another person. The one-year period is calculated from the date the employee begins their leave.
- You may take up to 5 business days of leave in any one-year period to donate bone marrow to another person. The one-year period is calculated from the date the employee's leave begins.
- During the leave for organ/bone marrow donors, Menlo School will continue to provide and pay for any group health plan benefits the employee was enrolled in prior to the leave of absence.
- Leave taken for the purpose of organ or bone marrow donation is not leave for the purpose of family medical leave under the federal Family and Medical Leave Act or the state California Family Rights Act.

Employees who wish to take a leave of absence to donate bone marrow or an organ will be required to provide written verification of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

The School requires that employees taking leave for organ donation use two weeks of accrued but unused sick leave and/or vacation.

The School requires that employees taking leave for bone marrow donation use five days of accrued but unused sick leave and/or vacation.

Once a Donor has exhausted the required paid sick and/or vacation leave, the employee will be paid for the remaining leave of absence, if additional leave is needed, up to the maximum allowed by law.

Bereavement Leave

Menlo School 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 before 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.

You may be required to 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.

Under unusual circumstances, the Head of School may, at their discretion, approve additional unpaid time off.

Pay for Bereavement Leave

Employees who work at least a 60% schedule are eligible to receive pay for up to five (5) scheduled work days off for bereavement.

If you work a schedule that is less than 60% you are not eligible to receive pay for bereavement leave; however, you may choose to use previously accrued paid leave time (such as vacation) available to you.

Jury Duty and Witness Leave

Employees are granted paid time off for jury duty and to appear as a witness. But are expected to return to work for any portion of a day or week in which they are not required to remain in court. The School will pay employees up to six weeks of paid time off while serving on a jury or appearing as a witness.

During jury duty and witness leave, the employee will continue to participate in Menlo School's group health plans. A copy of the jury summons should be provided to the Human Resources department as soon as possible after receipt.

You should notify your supervisor of the need for time off for jury duty or to serve as a witness as soon as you receive a notice or summons, subpoena, or other order from the court. You may be required to provide written verification from the court clerk confirming your performance of jury service or your service as a witness.

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.

Fees Paid by the Court

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

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 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 the 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 to attend judicial proceedings or proceedings involving the 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 Human Resources Representative.

Reproductive Loss Leave

Menlo School grants time off to eligible employees in the event you suffer a qualifying reproductive loss event as defined in this policy.

To be eligible for reproductive loss leave, you must have been employed for at least 30 days before starting leave.

If you are eligible and experience a reproductive loss event, you may take up to five days of reproductive loss leave.

For purposes of this policy, a reproductive loss event is the day, or the final day for a multiple-day event, of one of the following:

- Failed adoption: The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, if you would have been a parent of the adoptee if the adoption had been completed.
- Failed surrogacy: The dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, if you would have been a parent of a child born as a result of the surrogacy.
- Miscarriage: May be a miscarriage by you, your current spouse or domestic partner, or by another individual if you would have been a parent of a child born as a result of the pregnancy.
- Stillbirth: May be a stillbirth resulting from your pregnancy, the pregnancy of your current spouse or domestic partner, or another individual if you would have been a parent of a child born as a result of the pregnancy.
- Unsuccessful assisted reproduction: An unsuccessful round of intrauterine insemination or an assisted reproductive technology procedure (i.e., artificial insemination or an embryo transfer, including gamete and embryo donation). Assisted reproduction does not include reproduction through sexual intercourse. This event applies to you, your current spouse or domestic partner, or another individual, if you would have been a parent of a child born as a result of the pregnancy.

The days of reproductive leave do not need to be taken consecutively, however, you must complete your reproductive loss leave within three months of your reproductive loss event, or, if before or immediately following your reproductive loss event, you are on or choose to go on leave under California's pregnancy disability law, the California Family Rights Act, or any other leave provided by state or federal law. You may complete your reproductive loss leave within three months of the end of the other leave, at which time any remaining unused reproductive loss leave will expire.

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

If you experience more than one reproductive loss event within a 12-month period, you can receive another five days of reproductive loss leave. You are limited to a total of 20 days of reproductive loss leave within a 12-month period.

Any information you provide to the School related to this leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

Military Leave

Employees who wish to serve in the military and take military leave should contact a Human Resources Representative 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 has 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 a Human Resources Representative within two business days of receiving official notice that your spouse or registered domestic partner will be on leave. You must attach written documentation to the leave request, certifying that your spouse or registered domestic partner will be on leave from deployment.

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 notify your supervisor in advance, providing as much 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 the School. See a Human Resources Representative for further details.

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

of 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 notify your supervisor as soon as 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.

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.
- Any person against whom any crime has been committed (only for purposes of taking time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding).

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. Contact a Human Resources Representative.

If you require a reasonable accommodation to ensure your safety at work, please contact a Human Resources Representative. 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, the School will also require certification demonstrating that you are the victim of crime or abuse. The School may request recertification every six months. Please notify the School if an approved accommodation is no longer needed.

The School 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.

The School 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 a Human Resources Representative.

Menlo School 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, as provided for in the federal Family and Medical Leave Act (FMLA) for eligible employees.

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 childcare 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 the School. A "child care provider or school emergency" means that 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 Menlo School, 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 vacation leave (if available to you) in order to receive compensation for this time off; and
- If you do not have paid time off available, you will take the time off without pay.

Time Off for School Appearances Involving Suspension

If you are the parent or guardian of a child facing suspension from school and are summoned to your child's 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.

You must use vacation leave (if available to you) to receive compensation for this time off. If you do not have paid time off available, you will take the time off without pay.

Personal Leave

Menlo School may grant an unpaid leave of absence for a compelling personal reason. Such leave is solely at the discretion of the department's Senior Administrator and/or Head of School and is not guaranteed.

Employees earn no compensation, nor they accrue sick time or vacation during a personal leave. If the leave expires and the employee has not returned to work, the employee will be considered to have abandoned their job. Reinstatement after a personal leave is at the discretion of the School and is not guaranteed.

To qualify for pay during a School break after a personal leave of absence, the employee must have returned to work for at least a full week before the break.

Employees may continue group insurance coverage (if such insurance was provided before the leave was taken) through COBRA while on a personal leave of absence.

Impact of Leave on Continuation of Medical Insurance and Other Welfare Benefits

Please review the specific leave section(s) applied to your situation.

Medical Insurance Benefits

Menlo School will allow employees to continue to participate medical insurance if such insurance was provided before the leave was taken, during leaves designated as FMLA, CFRA, PDL, workers compensation or extended medical leave at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the period allowed by the applicable medical insurance plan but in no case beyond the duration legally required for a leave.

Other Welfare Insurance Benefits

Although not required by law, Menlo School will allow employees to continue to participate in other group welfare insurance plans (vision, dental, life, etc.), if such insurance was provided before the leave was taken, during leaves designated as FMLA, CFRA, and PDL at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the the period allowed by the applicable health insurance plan but in no case beyond the duration legally required for a leave.

Employee Portion of Insurance Premiums

The employee portion of insurance premiums will be deducted on schedule from your pay if and while you are receiving pay from Menlo School during your leave. If your leave is unpaid, you will be responsible for making payment to the School for your portion of the insurance premiums. **Payment is due when it would be made by payroll deduction.**

Please contact the Human Resources department for more information.

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, Menlo School maintains an Injury and Illness Prevention Program.

The School is concerned with employee health and safety and maintains detailed heat illness prevention procedures as part of its Injury and Illness Prevention Program.

The *Injury and Illness Prevention Program* and the *Heat Illness Prevention* policy are available for review by employees on the Faculty/Staff page of the School's website at www.menloschool.org.

Lactation Accommodation

Menlo School recognizes lactating employees' rights to request lactation accommodations, and we accommodate these employees by providing a reasonable amount of break time and a suitable lactation location for them to express breast milk for their infant child, subject to any exemptions allowed under applicable law.

The break time should run concurrently with your typically scheduled break time. Any break time to express breast milk that does not run concurrently with your typically scheduled break time is unpaid.

The lactation location will be private (shielded from view and free from intrusion from coworkers and the public), located close to your work area, and:

- 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.

The School will also provide access to a sink with running water and a refrigerator suitable for storing milk in proximity to your workspace. If a refrigerator cannot be provided, the School will offer 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 lactation space requirements. Multi-purpose rooms may be used as a lactation space if they meet the requirements; however, the use of the room for lactation purposes takes priority over other uses during the time it is in use for lactation.

Contact the School Nurse for the location of the designated lactation room.

Employees who desire lactation accommodations should contact the Human Resources department 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 the timing and location of lactation breaks. If we cannot provide break time or an area that complies with this policy, we will provide a written response to your request.

Menlo School 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.

Ergonomics

Menlo School is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The School will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes, and employee training. The School encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

The School believes that reducing ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We aim to provide the necessary resources to create a risk-free environment.

Employees requesting ergonomics accommodation may be required to provide certification from a healthcare provider.

If you have any questions about ergonomics, please contact a School Nurse.

Tobacco and Tobacco Products

Use of tobacco in any form is not permitted on the Menlo School campus. This policy applies to all employees and other individuals who perform work for Menlo School.

Drug and Alcohol Abuse

Menlo School is concerned about the use of alcohol, cannabis/marijuana, illegal drugs, or controlled substances as it affects the workplace. Use of these substances can detract from an employee's work performance, efficiency, safety, and health, and seriously impair School operations. Additionally, the use or possession of these substances on the job poses a potential danger to the welfare and safety of other employees, and exposes the School to the risks of property loss or damage, as well as injury to others.

The following rules and standards of conduct apply to all employees while on School property, at work, or working on School business. The following are strictly prohibited by School 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. The School may also bring the matter to the attention of the appropriate law enforcement authorities.

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

To enforce this policy, Menlo School reserves the right to conduct searches of School 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 School property will not be tolerated because such conduct, even though off duty, reflects adversely on Menlo School. In addition, the School must prohibit individuals who sell or possess controlled substances from being on School premises, thereby preventing the controlled substances themselves from being present on the premises.

Menlo School will encourage and reasonably accommodate employees with alcohol, marijuana, or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The School 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 overcome their dependency or problem successfully 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 the School's treatment of employees who violate the regulations described previously. Instead, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Security

Menlo School has established guidelines to ensure a secure workplace. Be aware of individuals loitering for no apparent reason in parking areas, walkways, entrances, 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 period, do not leave valuable and/or personal items in or around your workstation that may be accessible. The security of the facilities as well as the welfare of our employees depend upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify security personnel or your supervisor when you encounter unknown persons acting suspiciously in or around the facilities, or when keys, entry fobs, or identification badges are missing.

To contact the School's Security department, please call (650)799-4993 or dial extension 1122 from a School phone.

Workplace Violence Prevention

Menlo School has adopted the following workplace violence prevention policy as part of its workplace violence prevention plan and overall strategy to help ensure a safe working environment for all employees.

Zero Tolerance Policy

Our School has zero tolerance for acts of workplace violence and threats of workplace violence by employees, supervisors, or third parties on School property. 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.

Prohibited Conduct

For purposes of this policy, and consistent with California law, workplace violence means any act of violence or threat of violence that occurs in a place of employment. This 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.

"Threat of violence" means any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, 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.

- Any conduct that constitutes workplace violence, as defined above, is strictly prohibited. This may include, but is not limited to:
- Making threatening remarks (written or verbal).

- Aggressive or hostile acts toward others that serve no legitimate purpose, such as shouting, using profanity, throwing objects at another person, fighting, or intentionally damaging a coworker's property.
- Bullying, intimidating, or harassing another person (for example, making obscene phone calls, or using threatening body language or gestures, such as standing close to someone or shaking your fist at them).
- Behavior that causes another person emotional distress or creates a reasonable fear of injury, such as stalking.
- Assault.

Menlo School also prohibits employees from possessing any non-work-related weapons of any kind at the worksite and at School-sponsored events. This includes, for example, but is not limited to:

- Guns;
- Knives;
- Explosives; and
- Other items with the potential to inflict harm that have no legitimate work-related purpose.

Workplace Violence Prevention Plan

This policy is an integral part of the School's overall strategy to ensure a safe working environment, but it does not contain every detail of the School's workplace violence prevention procedures, which are described in detail in the School's Workplace Violence Prevention Plan (WVPP).

We provide unobstructed access to a copy of the plan document through the School website, which allows an employee to review, print, and email the current version of the written WVPP. Unobstructed access means that the employee, as part of their regular work duties, predictably and routinely uses the electronic means to communicate with management or other employees.

A copy of the plan can be found on the School's website. To request a printed or soft copy version of the plan, please contact a Human Resources Representative.

All employees are required to complete training on the prevention of workplace violence.

Reporting Workplace Violence Concerns and Incidents

The School is committed to enforcing this policy against all forms of workplace violence. The effectiveness of our efforts depends in large part on employees telling the School about workplace violence hazards/risks and workplace violence incidents.

Therefore, the School expects and encourages employees to participate in the identification, evaluation, and correction of potential workplace violence hazards, i.e., worksite conditions that may have some risk factor for workplace violence, so that the School can take appropriate corrective action to provide a safer workplace.

Additionally, if you are the target of workplace violence or witness any instance of workplace violence that violates this policy, you should report it immediately.

All threats or acts of workplace violence are reported to an employee's supervisor, who will inform the WVPP administrator. Employees can also report incidents to HR. If that's not possible, employees will report incidents directly to the WVPP administrator. A strict non-retaliation policy is in place, and any instances of retaliation are dealt with swiftly and decisively. An employee who retaliates against a coworker for reporting an incident could be disciplined or terminated.

You may report a workplace violence hazard, risk, incident, or any other workplace violence concern or information in the following way(s):

- Report the information directly to a supervisor or manager.
- Report the information to the Human Resources department.
- Report the information to the WVPP administrator listed in the WVPP policy document.

When reporting a workplace violence hazard, risk, incident, or other concern, please provide as much detail as possible. The School will timely evaluate and correct workplace violence hazards, will thoroughly investigate all reports of workplace violence incidents, and take appropriate corrective action, which may include, but is not limited to: discipline or termination of employment and, where circumstances warrant such actions, contacting law enforcement and/or seeking a restraining order.

The School will not retaliate against anyone for submitting information concerning workplace violence, including reporting a workplace violence incident, nor will it tolerate or permit retaliation by management, employees, or coworkers for submitting such information.

Interactions with Students

Professional Standards

All School employees are expected to conduct themselves in a manner that is above reproach in all interactions with students, parents, and other members of the Menlo School community.

Menlo School recognizes that some students and School employees may have personal relationships that are entirely appropriate and have developed through family, team, or other affiliations. At the same time, to the degree that such a relationship exists, it is the employee's responsibility to ensure that it stays within appropriate boundaries and that their conduct is proper and professional at all times. All Menlo employees must maintain appropriate boundaries between themselves and students to ensure that they avoid even the perception of inappropriate conduct. Some activities may seem innocent, but can be perceived as flirtation or sexual insinuation from the perspective of a student or parent. The objective of this policy is not to restrain positive relationships with students, but to prevent interaction that could lead to, or may be perceived as, sexual misconduct or conduct of an inappropriate nature. All employees must ensure that they do not cross any boundaries in this regard.

If an employee finds themselves in an uncertain situation related to boundaries in interacting with a student, they should consult with a School counselor or a senior administrator in the Middle or Upper Schools.

Conduct To Be Avoided

Below are examples of conduct that violate the expected boundaries of professional interaction with students. This list is not exhaustive:

- Giving gifts to an individual student that are of a personal or intimate nature;
- Unnecessary physical contact with a student in either a public or private situation;
- Intentionally being alone with a student on campus or away from the School without parents' or supervisor's knowledge or permission;
- Making, or participating in, sexually inappropriate comments;
- Sexual jokes, stories, or jokes/comments with sexual innuendo;
- Seeking emotional involvement with a student for the employee's benefit;
- Discussing an employee's personal troubles or intimate issues with a student;
- Spending inordinate amounts of time with a student, or being with a student in a private or semi-private situation, so that a reasonable person may suspect inappropriate behavior;
- Inappropriate or unwelcome use of social media with or about students;
- Excessive attention toward a particular student;
- Texting with individual students;
- Using personal email or social media to communicate with students rather than using School email;

- Sending communications to students of a personal nature if the content is not about School activities;
- Failing to keep the appropriate administrator or counselor informed when a significant issue develops with or concerning a student: or
- Swearing or using inappropriate language in the presence of students.

Duty to Report

When an employee becomes aware that another employee is violating appropriate boundaries with a student, they must report the matter to a senior administrator in the Middle or Upper Schools.

In certain circumstances, employees may also have a duty to report such conduct to a public agency in accordance with mandated reporter requirements. Please refer to the *Policy on Mandated Reporting* included in this Handbook.

Policy on Mandated Reporting

The Child Abuse and Neglect Reporting Act ("CANRA") (Pen. Code §§ 11164 – 11174.3) requires certain professionals who have a special working relationship with children to report reasonably suspected abuse or neglect to the proper authorities. All employees at the School must sign an acknowledgment that they have read and understand Penal Code section 11166 regarding the reporting of suspected child abuse and neglect. The School will keep the acknowledgement in the employee's personnel file.

The School requires all of its mandated reporters to undergo training.

Definitions

"Designated Agencies" means any police department or sheriff's department (not including a school district police or security department), the county probation department (if designated by the county to receive mandated reports), or the county welfare department. (Pen. Code §11165.9).

"Mandated reporters" include, but are not limited to, the following:

- A teacher.
- An instructional aide.
- A teacher's aide or teacher's assistant employed by a public or private school.
- An administrative officer or supervisor of child welfare and attendance, or a certificated pupil personnel employee of a public or private school.
- An administrator of a public or private day camp.
- An administrator or employee of a public or private youth center, youth recreation program, or youth organization.

- An administrator or employee of a public or private organization whose duties require direct contact and supervision of children.
- A clergy member, as specified in subdivision (d) of Section 11166. As used in this article, “clergy member” means a priest, minister, rabbi, religious practitioner, or similar functionary of a church, temple, or recognized denomination or organization.
- A licensee, an administrator, or an employee of a licensed community care or child day care facility.
- An athletic coach, athletic administrator, or athletic director employed by any public or private school that provides any combination of instruction for kindergarten or grades 1 to 12, inclusive.
- A person who is an administrator, presenter, or counselor in a child abuse prevention program in a public or private school.

“Reasonable Suspicion” means a suspicion of child abuse or neglect where “it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on their training and experience, to suspect child abuse or neglect.” (Penal Code § 11166(a)(1)). Reasonable suspicion does not require certainty. In other words, an employee who reasonably suspects child abuse or neglect must report.

Child abuse or neglect includes any of the following:

- Physical injury or death – inflicted by other than accidental means on a child (Pen. Code § 11165.6).
- Sexual abuse – sexual assault and sexual exploitation, including child pornography and child prostitution (Pen. Code § 11165.1).
- Severe or general neglect – must be reported if the perpetrator is a person responsible for the child’s welfare. It includes circumstances where the child is at substantial risk of suffering serious physical harm or illness. General neglect does not include a parent’s economic disadvantage.
- Unlawful corporal punishment or injury – means willfully inflicting any cruel or inhuman corporal punishment or injury resulting in a traumatic condition. (Pen. Code §11165.4).
- Willful harming or injuring of a child, or the endangerment of the person or health of a child, which includes willfully causing or permitting any child to suffer, or inflict thereon, unjustifiable physical pain or mental suffering, or willfully causing or permitting the person or health of the child to be endangered. (Pen. Code § 11165.3).

Examples of sexual abuse and sexual activity that must be reported include, but are not limited to:

- Rape,
- Statutory rape where one party is under the age of 16 and the other is age 21 or older,
- Group rape,
- Incest,
- Sodomy,
- Lewd act on a child,
- Penetration by a foreign object,
- Oral copulation,
- Child molestation.

Examples of sexual exploitation that must be reported include, but are not limited to:

- Preparing, selling, or distributing matter depicting a minor engaged in obscene acts, including via the internet or electronic device,
- Coercing a child to engage in prostitution or coercing parental consent for a child to engage in prostitution,
- Depicting a child in or creating, developing, or trading photos of minors engaged in obscene sexual conduct.

Examples of neglect, which must be reported, include, but are not limited to, malnutrition, lack of physical hygiene, inadequate clothing, or lack of medical care under circumstances indicating harm or threatened harm to the child's health or welfare.

Responsibility for Reporting Child Abuse

Child abuse or neglect must be reported whenever a mandated reporter, in their professional capacity or within the scope of their employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Pen. Code § 11166(a)). Abuse and neglect do not only occur outside school. Any knowledge, observation, or reasonable suspicion of abuse of a child by a School employee, independent contractor, volunteer, or student violates School rules and must be reported as well.

Mandated reporters each have an individual responsibility to report when they have reasonable suspicion of abuse or neglect of a child based on either information received from the child or another source, or if they observe the abuse or neglect firsthand. If the individual confers with a superior and a decision is made that the superior will file the report, one report is sufficient. However, if the superior disagrees or if the superior does not make the report, the individual with the original suspicion must report. If the mandated reporter reasonably suspects child abuse, they must make a report without delay.

A mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, evidenced by states of being or behavior, including, but not limited to severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to a designated agency. (Pen. Code § 11166.05).

If a child reports acts of abuse to a School employee, it is not the employee's responsibility to determine for certain whether the claim is true. It must be reported as instructed in this policy and as required by law.

Procedure

The mandated reporter reporting the abuse is responsible for filing the necessary reports.

A mandated reporter must make an initial report by telephone to a Designated Agency immediately (or as soon as practically possible). The mandated reporter may call the San Mateo County Child Abuse Hotline at 1(800) 632-4615 to report the incident. Be ready to provide the following information:

- What type of abuse has occurred,
- Who or what caused the abuse,
- Whether the child is still in danger or requires medical care.

Within 36 hours of receiving information regarding the incident, the mandated reporter must prepare a written report on a Suspected Child Abuse Report, Department of Justice form SS-8572, and send it by fax or electronic transmission.

If there is a child endangerment situation, the mandated reporter should consider calling the local police and doing so under appropriate circumstances.

Mandated reporters typically should not notify the parent or guardian that they have made a mandated report. Because reporters are not investigators, they lack the information to determine the potential involvement of the parent/guardian in the suspected abuse or neglect. Incidents of known or suspected child abuse raise issues of confidentiality. Do not publicize or share information on this subject beyond those who have a genuine need to know.

As a matter of School policy, the School also requires you to inform a School counselor, the Director of the Middle School, the Director of the Upper School, or the Assistant Director of the Upper School if you are aware of abuse, including abuse of a student by any employee or independent contractor, volunteer, or student of the School. You are not required to inform the School that you have made a mandated report about the abuse or that you intend to file a report.

Menlo School has zero tolerance for sexual conduct between an employee and a Menlo student. Employees must immediately report to their supervisor any such known or suspected sexual conduct. Consistent with its zero-tolerance policy, Menlo will promptly and thoroughly investigate reports and take appropriate remedial measures. California has eliminated the statute of limitations on the time for instituting and prosecuting rape and sexual offense criminal charges for crimes committed after January 1, 2017. Menlo will conduct a thorough and appropriate investigation of any sexual misconduct incident, even if only suspected, involving an employee whenever appropriate, even if the individual no longer works for Menlo.

Mandated reporters are required to give their names to the reporting agency. Non-mandated reporters may report anonymously. Child protective agencies are required to keep the name of the mandated reporter confidential, unless the mandated reporter consents to disclosure or a court orders disclosure.

Mandated reporters have civil and criminal immunity when making a report. (Pen. Code §11172). No mandated reporter will be disciplined, dismissed, retaliated against, discriminated against, or harassed for making an authorized mandated report of reasonably suspected child abuse or neglect.

Mandated reporters may consult with a School counselor or an administrator if they question whether the conditions they are observing constitute abuse, but the reporting obligation belongs to the individual who discovers the abuse or who suspects abuse. Abuse must still be reported by telephone as quickly as possible.

Mental or emotional abuse that does not rise to the level of unjustifiable mental suffering may, rather than

must, be reported.

Electronic Communications with Students

Employees should recognize that any electronic communication between a student and an employee should be professional, never personal, and strictly limited to school-related activities.

As a condition of employment, the School reserves the right to access any communications between a student and any employee and share relevant information with School and/or law enforcement investigations, whether or not those take place on a School-owned or personal device. All such communications are deemed to be a part of the “student’s record” and thus are not private. **No employee should have any expectation of privacy in any communication with any student.** If the School believes that an employee’s texting, emailing, activity on a social networking site, blog, or personal website violates School policies, the employee may be subject to disciplinary action.

Employee Conduct

Work Conduct and Ethics

Performance Expectations

Consistent with our values, all Menlo School employees are expected to demonstrate integrity and full commitment to ethical behavior in everything they do. At all times, we expect employees to maintain respectful relationships with one another, as well as with students, parents, and everyone else who comes into contact with our School community.

Conflicts of Interest

All employees must avoid situations that involve actual conflicts of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of Menlo School that impairs an employee's ability to exercise sound judgment on behalf of the School 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 of whether an actual conflict exists. If an actual conflict is determined, Menlo School may take any corrective action it deems appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

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

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

Gift Acceptance

Employees may accept modest gifts from students, parents, and others. The School appreciates that these gifts come with a genuine spirit of generosity and appreciation. Employees must ensure that accepting a gift does not create a mistaken impression (e.g., that professional judgment may be compromised).

Employees must not accept gifts from vendors, suppliers, or other individuals doing business with the School where accepting the gift may give the appearance of influencing business decisions, transactions, or service.

All gifts with a value of \$200 or above must be reported to the School by promptly sending an email to giftreport@menloschool.org. The email should include the nature of the gift, its stated or approximate value, and the name(s) of the donor(s).

Donor Solicitations

No one in the Menlo School community (including faculty, students, parents, and alumni) may solicit other members of the School community for direct contributions to support a Menlo School program without the explicit approval of the Director of Development.

Only the Head of School and Director of Development may authorize use of School facilities or our mailing/contact lists to solicit donations for any cause.

Prohibited Conduct

To provide a safe, cooperative, efficient, and productive work environment for all of its employees, Menlo School requires order and discipline in the workplace. For this reason, certain types of conduct are impermissible and may lead to disciplinary action, up to and including possible termination. While it's not possible to provide employees with a complete list of every possible type of disciplinary offense, the following are some examples of the types of conduct that are considered impermissible:

- Engaging in inappropriate communication or an inappropriate relationship with a student, or engaging in conduct that puts at risk the physical and/or emotional safety of a student;
- Falsifying employment records, employment information, or other School 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;
- Failing to record and/or submit timecards on time;
- Theft and deliberate or careless damage or destruction of any School property, or the property of any employee or member of the School community;
- Removing or borrowing School property without prior authorization;
- Unauthorized use or misuse of School equipment, time, materials, or facilities as specified in School policies;
- Provoking a fight or fighting during working hours or on School property;
- Participating in horseplay or practical jokes during School time or on School premises;
- Carrying firearms or any other dangerous weapons on School premises at any time;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management;
- Using abusive or threatening language at any time on School premises;
- Violating School punctuality and attendance policies. Neither absences protected by state or federal law nor protected paid sick time under California law count as violations of this policy;
- Failing to obtain permission to leave work for any reason during regular working hours, not including rest and meal periods;
- Failing to observe working schedules, including rest and meal periods;
- Sleeping or malingering on the job;
- Working overtime without authorization or refusing to work assigned overtime;
- Violating any safety, health, security, or School policy, rule or procedure;

- Violating the School's drug and alcohol policy;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Violating the School's anti-harassment or equal employment opportunity policies; and
- Failing to report work-related injuries or illnesses promptly.

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

This statement of prohibited conduct does not alter the School's policy of at-will employment. Either you or Menlo School may terminate the employment relationship at any time, with or without reason, and without advance notice.

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

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

Other Employment

Employment outside of Menlo School that directly conflicts with the School's essential operational interests and disrupts the School's operations is strictly prohibited.

If you wish to pursue or hold employment beyond your work with Menlo School, please discuss the matter with the Senior Administrator in your department and the Director of Human Resources in advance, so that potential conflicts of interest or other effects on your employment can be evaluated. In doing so, be aware that certain kinds of outside employment are inconsistent with the values and expectations of Menlo School and are not permitted.

The following is a list of examples of outside employment or activities associated with outside employment that are prohibited. This list is not exhaustive:

- Tutoring or individually coaching a current Menlo School student for the employee's personal financial gain.
- Requiring that students participate in athletic clinics privately run by an employee for the employee's personal gain.
- Requiring students to join trips in which the employee has a financial interest or expects to profit personally.
- Using School resources for purposes of outside employment.

Employees are prohibited from conducting outside business or business for another employer during their scheduled working hours.

If other employment is authorized, Menlo School assumes no responsibility for it. The School shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of non-Menlo employment. Authorization to engage in other employment can be revoked at any time.

Conducting Personal Business

Employees are to conduct only Menlo School business while at work. You may not conduct personal business or business for another employer during your scheduled working hours. For purposes of this policy, personal business does not include engaging in communications in response to an emergency or:

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

Dress Code and Other Personal Standards

Employees are expected to wear clothing that is appropriate for the nature of our operations and the type of work they perform. Avoid clothing that can create a safety hazard. Employees are expected to report to work properly groomed.

Employees required to wear safety equipment must do so as required to perform their job functions.

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 require a reasonable accommodation due to their religious beliefs, observances, or practices should contact a Human Resources Representative and discuss their accommodation needs.

Punctuality and Attendance

As an employee of Menlo School, you are expected to be punctual and regular in attendance. Tardiness or absences can cause problems for our students and colleagues. 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 are also expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized School business. Late arrivals, early departures, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

On days when the School is in session, we expect our full-time faculty to be on campus before the start of the school day and remain until at least 4:00 pm (unless a meeting requires a later time), regardless of their class schedule.

If you are unable to report for work on any particular day, you must provide reasonable advance notice to your supervisor before your scheduled start time 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 start time and do not arrive on 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 three (3) business days, the School 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.

Respect for Copyright

Menlo School is committed to operating in compliance with the provisions of copyright law. Employees must abide by both the U.S. statute in this regard and, in some instances, the copyright laws of foreign jurisdictions. The School's computer systems and all other electronic communications systems may not be used to steal content owned or copyrighted by others.

Copyright law is complex, but essential points to keep in mind are as follows:

- Every “work” comes to exist at the moment it is committed to a tangible medium (e.g., paper, audio recordings, or digital storage media) and automatically has an owner. Nothing more—including formal registration or marking with a copyright emblem or other notation—is necessary for a copyright to exist. It is important to understand that any “work” you see can be (and most likely is) protected by copyright law, even if it is not explicitly marked or designated as such.
- Ownership of a copyright in a work confers exclusive rights to reproduce, adapt, distribute, publicly perform, publicly display, and digitally transmit sound recordings. What the copyright owner chooses to do with those rights is up to the owner, and they can be separated or bundled in any fashion.
- The original owner of a work is the individual who created it. If that person is a regular employee and the work was created as part of the employee's typical job responsibilities, ownership transfers immediately and automatically to the employer. In a case where an employer hires someone as a consultant or independent contractor for the specific purpose of creating work, a written assignment provision is necessary for ownership of the resulting work to be vested in the employer rather than ownership remaining with the consultant or independent contractor. In the case of students at a school, absent a written agreement of a similar nature, they own what they create, not the institution.

- Facts and ideas are not protected by copyright; only particular expressions of them are.
- Some creative works are in the public domain, meaning that they are not protected by copyright. For example, many works published by the United States government are in the public domain, as are many works published before January 1, 1923.
- The doctrine of fair use allows educators to use certain copyrighted materials in specific ways without obtaining the copyright owner's permission. Generally, a single copy for personal use falls within fair use laws, whereas multiple copies do not.

Teachers should be particularly vigilant about copyright issues when selecting and assembling materials for use in their classes. Employees should assume that anything published on the Internet is copyrighted.

Further general information about copyright, including fair use, is available from the Menlo School Head Librarian or the Director of Technology. They can help you determine whether a particular use is permissible. In many instances, though, it may be necessary to obtain more formal legal assistance.

Driving on School Business

Driving Students on School Business

Menlo School provides buses and vans for School-sponsored activities. Employees are strongly discouraged from driving students in their personal vehicles. Menlo discourages this practice for the driver's own protection. When an employee drives a student, in the event of an accident, the employee's car insurance would be primarily liable—not Menlo's. Through the GO MENLO program, Menlo School vehicles are covered by Menlo School insurance and, when available, should be used for driving students on School business. If you plan to drive students in your vehicle or a Menlo vehicle, you must try to have another student or a second adult present. Refrain from driving single students by yourself for your own protection.

The Facilities Department must clear anyone driving students and will be required to provide a copy of their personal auto liability insurance and a current driver's license.

Reimbursement for Driving While on School Business

The School will reimburse employees at the IRS-approved rate per mile when a personal vehicle is used for an authorized business trip. The traveler must document business miles traveled. The miles eligible for reimbursement should be calculated as the total mileage for the trip, less the normal commute miles to and from work, unless the trip stops and ends at Menlo School. The approved IRS mileage rate covers all costs of operating the vehicle, including depreciation, gasoline, oil, insurance and repairs. Receipts for tolls and parking fees are reimbursed separately and are not included in the business mileage rate. Employees must complete a Menlo School Employee Expense Report and obtain approval from their manager to receive reimbursement.

Prohibited Cell Phone Use While Driving on School Business

In the interest of the safety of our employees and other drivers and pedestrians on the road, School employees are prohibited from using cell phones (including all smartphones) or other wireless

communication devices (including laptops and tablets) while driving on School business and/or during school hours. This prohibition includes any use of a cell phone or other wireless communications device, such as answering or placing calls, engaging in conversations, texting, Web browsing, or using any smartphone application while driving.

If your job requires that you keep your cell phone or other wireless communication device turned on while you are driving, you must use a hands-free, voice-operated device at all times. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on School business and/or School time. Violating this policy constitutes a violation of both the law and school rules.

Employees Under Age 18

A person under the age of 18 years is prohibited from driving a motor vehicle on School business while using a wireless telephone, even if equipped with a hands-free device, or while using a mobile service device. The prohibition would not apply to such a person using a wireless telephone or a mobile service device for emergency purposes. Violating this policy constitutes a violation of both the law and school rules.

Writing, sending, or reading text-based communication, including text messaging and instant messaging. E-mailing, web browsing, and using smartphone applications on a wireless device or cell phone while driving is also prohibited under this policy. Violating this policy constitutes a violation of both the law and school rules.

Recreational Activities

Recreational, social, and athletic activities that are not part of your regular job duties and/or are not required by a supervisor are not compensable by the School and are not covered by workers' compensation or other liability insurance maintained by the School.

Termination of Employment

Voluntary Resignation

Voluntary resignation occurs when an employee voluntarily quits their employment at Menlo School or fails to report to work for three consecutive scheduled workdays without notice to, or approval by, their supervisor (unless the absence is protected by law).

All School-owned property, including computers and computer equipment, vehicles, keys, uniforms, identification badges, phones, and credit cards, must be returned immediately upon termination of employment.

Employees may not, under any circumstances, use sick time, vacation, holidays, School breaks, or other forms of time off to extend their employment beyond their last day worked.

Retirement

The state of California does not have a specific retirement age mandated by law. This means that individuals are free to retire at any time they choose. However, there are some age-related benefits and considerations for retirees in California:

- Social Security benefits: The earliest age at which you can begin receiving Social Security benefits is 62, but if you delay taking benefits, your monthly payments will increase. Full retirement age (FRA) is between 66 and 67, depending on your birth year. Delaying benefits until after the FRA can result in even higher monthly payments.
- Medicare eligibility: Medicare eligibility begins at age 65, regardless of retirement status. However, if you choose to retire before age 65, you will need to find alternative healthcare coverage until you become eligible for Medicare.
- The Menlo School Retirement Plan: for purposes of the plan, the normal retirement age is 65.

Involuntary Termination and Progressive Discipline

Menlo School expects all employees to adhere to the School's policies, procedures, and performance standards. When concerns arise regarding employee conduct or job performance, the School may take disciplinary action as necessary.

The School generally follows a practice of progressive discipline, which may include verbal counseling, written warnings, suspension, or other actions. However, this system is not formal or rigid, and the School reserves the right, at its sole discretion, to determine the most appropriate response based on the nature and severity of the situation. This may include immediate termination of employment without prior disciplinary steps when deemed necessary.

In cases of unsatisfactory job performance or failure to meet performance expectations, the School may implement a performance improvement process. This process is intended to provide an opportunity for improvement, but is not required and does not guarantee continued employment. The implementation of a performance improvement plan is at the sole discretion of the School and may vary according to the specific circumstances.

Nothing in this policy alters the at-will nature of employment at Menlo School. Employment is at-will and may be terminated by either the employee or the School at any time, with or without cause or notice, subject to applicable law.

Final Pay

Upon separation of employment from Menlo School, employees will receive their final pay within the time required by law. Employees who resign with at least 72 hours' advance notice will be provided their final pay on their last day of work.

Employees who resign without providing at least 72 hours' advance notice, however, will receive their final pay within 72 hours of their resignation. The School will give final pay to employees who are terminated involuntarily on their last day of work.

Each employee must return School property, such as keys, badges, tools, and other equipment, at the time their final pay is provided.

Confirmation of Receipt

By signing below, I acknowledge receipt and understanding of the following documents and policies provided by Menlo School. I agree to read, familiarize myself with, and comply with these materials as a condition of my employment.

1. Employee Handbook

- I have received a copy of Menlo School's Employee Handbook.
- It is my responsibility to read and familiarize myself with the policies and procedures contained within.
- I acknowledge that nothing in the Handbook constitutes a contract or guarantee of continued employment. I understand that my employment is at-will, which means that either Menlo School or I may terminate the employment relationship at any time, with or without cause or notice.
- I understand that this at-will employment agreement is the entire agreement regarding the duration and terms of my employment and supersedes all prior agreements.
- I understand that Menlo School may change policies, procedures, working conditions, wages, and hours at any time, except for the at-will employment relationship.
- I acknowledge that only the Head of School has the authority to enter into any agreement contrary to at-will employment, and any such agreement must be in writing and signed by the Head of School.
- I understand that I can access the latest version of the Employment Handbook by visiting the Faculty/Staff page on the School's website at www.menloschool.org, where it may be updated and reposted as needed.

2. Harassment, Discrimination, and Retaliation Prevention Policy

- I have received a copy of the *School's Harassment, Discrimination, and Retaliation Prevention* policy, which is contained in the Employee Handbook.
- It is my responsibility to read, understand, and abide by the rules and requirements outlined in this policy.
- I recognize that Menlo School is committed to maintaining a workplace free from harassment, discrimination, and retaliation.

3. Wage and Hour Policies

- I acknowledge receipt of Menlo School's wage and hour policies contained throughout this Employee Handbook, which include but are not limited to:
 - Payment of Wages
 - Timekeeping Requirements
 - Off-the-Clock Work
 - Overtime for Non-exempt Employees
 - Meal and Rest Periods for Non-exempt Employees
 - Pay for Mandatory Meetings/Training for Non-exempt Employees

- Deductions for Exempt Employees
- Personnel and Payroll Records and Employee Information
- Sick Leave
- Final Pay
- I understand that Menlo School is committed to complying with the California Labor Code and Industrial Welfare Commission Wage Orders.
- I agree to familiarize myself with these policies and abide by their rules and requirements.
- I understand that failure to comply may result in disciplinary action, up to and including termination.

Employee Acknowledgment

Employee Name:

Signature:

Date: